

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 AUGUST 7, 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/iUSfm5R9EMl>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_WZpssgYrSBaKA9eMUqUfJg

- 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. No Select Board Meeting on Wednesday, August 14, 2024 (Summer Schedule).
 5. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of July 23, 2024 at 12:00 PM; July 24, 2024 at 5:30 PM; July 29, 2024 at 3:00 PM; July 29, 2024 at 4:00 PM.
2. Approval of Payroll Warrants for August 4, 2024.
3. Approval of Treasury Warrants for July 31, 2024; August 7, 2024.
4. Approval of Pending Contracts for August 7, 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. Town Clerk: Request for Approval of Warrant for September 3, 2024 State Primary.
2. Vineyard Wind Update; Participation by State and Federal Agency Representatives and State Legislative Delegation.
3. Moderator: Town Meeting Process Review.
4. Housing Office:
 - a) Affordable Housing Trust: Request for Authorization of Grant Funding up to \$450,000 to Housing Nantucket for Lease to Locals Program.
 - b) Affordable Housing Trust Quarterly Report.

IX. TOWN MANAGER'S REPORT

X. SELECT BOARD'S REPORTS/COMMENT

1. Review/Adoption of Select Board Comments to September 17, 2024 Special Town Meeting Warrant Articles.
2. Committee Reports.

XI. 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.

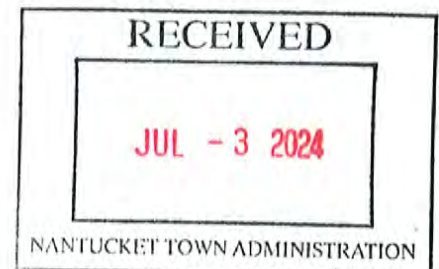
Relevant Experience

- 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?

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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.



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 answer 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

RECEIVED

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

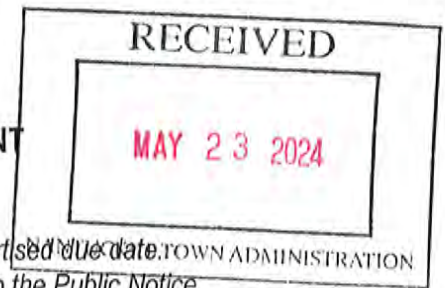
- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. None
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

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

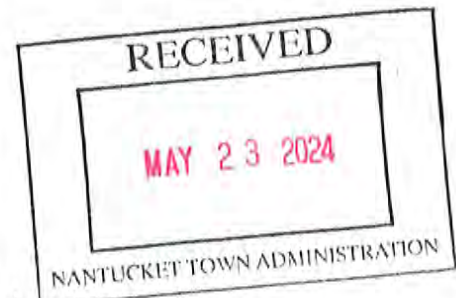
- What experience, skills or insight would you bring to the committee/board/commission?
 - What would you hope to accomplish on the committee/board/commission?
- * was a catalyst to form this board to get the return for the town and oversight to not allow loss of access that has been utilized for years
- * 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

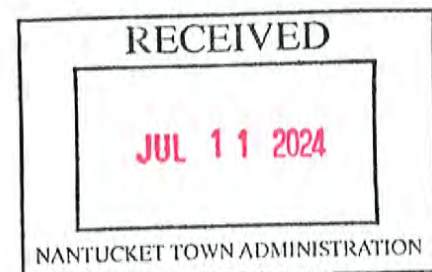
REQUESTING APPOINTMENT TO: Scholarship Committee

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?**

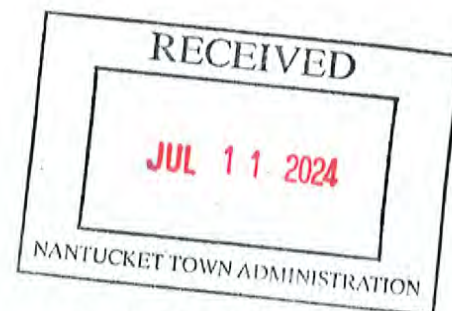
I have worked as an elementary school teacher and administrator for the past 29 years. The majority of my career was spent at The Bryn Mawr School in Baltimore, MD; currently I am the Head of Lower School at Nantucket New School. (Resume attached.)

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.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
August 7, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grants						
Grant Acceptance	Natural Resources	Commonwealth of Massachusetts	(\$1,000,000)	Inland Dredging Pilot Grant - Miacomet Pond Dredging Project	N/A	Aug 7, 2024 - Jun 30, 2026
Contractual Services						
Town Contracts for Health & Human Services	Health & Human Services	Addiction Solutions, Inc.	\$50,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Fairwinds - Nantucket's Counselling Center, Inc.	\$50,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Health Imperatives, Inc	\$25,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Nantucket Community Television, Inc.	\$50,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	South Coast Counties Legal Services, Inc.	\$5,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Small Friends on Nantucket, Inc.	\$30,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	The Residences at Sherburne Commons, Inc.	\$17,160	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Palliative & Supportive Care of Nantucket Foundation, Inc.	\$22,980	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	NAMI Cape Cod & The Islands, Inc.	\$85,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025

Town Contracts for Health & Human Services	Health & Human Services	Martha's Vineyard Community Services, Inc.	\$19,805	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Nantucket Interfaith Council	\$100,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Health Imperatives, Inc.	\$114,238	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Fairwinds Counseling Center, Inc.	\$115,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Elder Services of Cape Cod & the Islands, Inc.	\$30,600	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	Artist's Association of Nantucket	\$40,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Town Contracts for Health & Human Services	Health & Human Services	A Safe Place, Inc.	\$55,000	Allocation as approved per 2024 Annual Town Meeting	Article 9 2024 ATM \$825,000	Jul 1, 2024 - Jun 30, 2025
Grant Agreement	Housing	Housing Nantucket	\$450,000	For re-launch of Lease to Locals Program	Affordable Housing Trust	Aug 7, 2024 - Feb 6, 2025
Residential Lease	Housing	Christine & Manjur Elahi	\$61,200	3-BR house year-round rental for full-time &/or contract employees	Housing budget - 25 Boulevard	Sep 1, 2024 - Aug 31, 2025
Software License Agreement	Human Resources	Governmentjobs.com, Inc.	\$74,443.39	2-year Renewal license for NEOGOV Onboard, Insight & Perform modules	HR budget - Professional Services	Jul 1, 2024 - Jun 30, 2026
Professional Services Agreement	Human Resources	Gowrie Claims Services	\$7,600	Injured-on-Duty claims services - consulting & claims administration	HR budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Software License Agreement	IT	CivicPlus, Inc	\$11,904.658	Renewal license for CivicEngage SaaS platform	Operations - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	E.F. & Associates, Inc	\$198,000	Renewal agreement for Nursing Home Administrator Services	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025

Professional Services Agreement	Our Island Home	E.F. & Associates, Inc.	\$198,000	Renewal agreement for Nursing Home Director of Nursing Services	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	E.F. & Associates, Inc	\$41,600	Renewal agreement for Program Management	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	E.F. & Associates, Inc.	\$166,400	Renewal agreement for Operational Oversight/Consulting for Our Island Home	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	E.F. & Associates, Inc.	\$166,400	Renewal agreement for Business Office Services Training & Support	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	E.F. & Associates, Inc.	\$364,400	Renewal agreement for Business Office Services	OIH Budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Our Island Home	Aya Healthcare, LLC	\$300,000	3-year agreement for travel nurses	OIH Budget - Travel Nurses	Jul 1, 2024 - Jun 30, 2027
Purchase Agreement	Police	Regency Police Supply, Inc.	\$300,000	3-year agreement for the supply of police uniforms & equipment for Police Officers & Community Service Officers	Police Budget & Beach Revolver (ATV)	Jul 1, 2024 - Jun 30, 2027
Professional Services Agreement	Police	SMRT Engineers-Architects, Inc.	\$40,000	Architectural & engineering services for roof replacement Loran dormitory buildings	Article 14 ATM 2023	Aug 7, 2024 - Aug 6, 2025
Professional Services Agreement	Public Works	Victor-Brandon Corp.	Up to \$5,725,000	FY25 Annual Roadwork	Various Department Budgets	Aug 1, 2024 - Jul 31, 2025
Professional Services Agreement	Town Administration	Pierce-Cote Advertising, Inc.	\$54,000	Consulting services for public relations & public outreach	Town Administration budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Purchase Agreement	Town Administration	Marcotte Ford Sales, Inc	\$37,670	Purchase of 2024 Ford Escape Hybrid (replacement)	Town Administration budget - New Equipment	Jul 31, 2024 - Dec 31, 2024
Contract Amendment	Town Clerk	Emergency Production, LLC	Add \$34,070 to amended	Additional costs for equipment related to the	Town Clerk budget -	Apr 5, 2023 - Mar 31, 2026

			contract amount of \$56,250 for new contract amount of \$90,320	2024 STM scheduled for September 2024	Equipment Rental	
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Agenda Item Summary

Agenda Item #	VIII. 1.
Date	Aug. 7, 2024

Staff

Nancy Holmes, Town Clerk

Subject

Warrant for Sep. 3, 2024 State Primary

Executive Summary

Warrant needs to be signed by Select Board in order to be Posted by Constable by 7 days prior

Staff Recommendation

Recommended approval

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Comply with MGL

Board/Commission Recommendation

n/a

Public Outreach

n/a

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

n/a

Attachments

Copy of Warrant Attached



COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2024 STATE PRIMARY

SS.

To the Constables of the City/Town of NANTUCKET

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

0 / 1

(insert ward/precinct numbers)

NANTUCKET HIGH SCHOOL, 10 SURFSIDE ROAD

(insert polling locations)

on **TUESDAY, THE THIRD DAY OF SEPTEMBER, 2024**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS. FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. _____ NINTH _____ DISTRICT
COUNCILLOR. _____ FIRST _____ DISTRICT
SENATOR IN GENERAL COURT CAPE & ISLANDS _____ DISTRICT
REPRESENTATIVE IN GENERAL COURT BARNSTABLE, DUKES & NANTUCKET _____ DISTRICT
CLERK OF COURTS NANTUCKET _____ COUNTY
REGISTER OF DEEDS NANTUCKET _____ DISTRICT

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2024.

(month)

City Council or Selectmen of: _____ NANTUCKET _____
(City or Town)

(Indicate method of service of warrant.)

_____, 2024.
Constable (month and day)



Agenda Item Summary

Agenda Item #	VIII. 4a.
Date	8/7/24

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Affordable Housing Trust Fund request for Approval of funding for a grant up to \$450,000 to Housing Nantucket for a re-launch of the Lease to Locals Program

Executive Summary

Housing Nantucket, in partnership with Placemate, is requesting a grant of \$450,000 to provide incentives to homeowners to convert unused, or underused, housing into year-round rental housing. Housing Nantucket will be the program administrator while Placemate will provide the technical assistance of implementing the program. Placemate, with ACK Now Community Initiatives, launched a pilot program in September of 2023 and were able to secure 22 dwellings for year-round rentals. The new launch will provide a 50% subsidy to existing homeowner participants for retention and provide new subsidies for up to 22 new homeowners to incentivize conversion into year-round housing.

Staff Recommendation

Approve

Background/Discussion

Placemate and ACK Now Community Initiatives launched a pilot of the Lease to Locals program, which has seen success in other resort communities. The program aims to incentivize homeowners to convert underused or short-term rental units into year-round housing. Through private fundraising, the program secured \$550,000, converting 22 units into year-round housing.

Now, the program is being relaunched under the umbrella of Housing Nantucket, still in partnership with Placemate, to further expand its reach. Initially, they requested \$550,000, but a private donation from ReMain Nantucket reduced this to \$450,000. This funding would provide full subsidies to 22 new homeowners and offer a 50% subsidy to existing homeowners willing to participate in the second year.

The new program guidelines approved by the Trust will implement the following changes:

1. Tenants would need to income qualify up to 175% AMI (any tenant that does not qualify may still participate in the program and Housing Nantucket will use private funds to cover the incentive).
2. Rental caps by bedroom size
3. Any existing L2L match that does not qualify for the “new” program could still participate, but with private funds raised by Housing Nantucket.



4. A blood relative may qualify as a qualified tenant if it is a conversion of a short-term rental to a year-round rental

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

In furtherance of the development of affordable / year-round housing.

Board/Commission Recommendation

The Affordable Housing Trust unanimously approved this grant at their 7/9/24 meeting

Public Outreach

N/A

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

Strategic Plan – Increasing year-round rentals

Attachments

- 1) L2L Presentation to AHT dated 3.18.24
- 2) L2L Presentation to AHT dated 6.10.24
- 3) L2L Presentation to AHT dated 6.25.24
- 4) L2L Presentation to AHT dated 7.9.24
- 5) L2L Guidelines
- 6) Grant Agreement



LEASE TO LOCALS

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Housing Trust Discussion

March 18, 2024

Agenda

- Background on Placemate / Lease to Locals
- Nantucket – Lease to Locals Pilot
- Housing Trust Discussion

Placemate – Company Vision and Mission

Vision: We envision a world where communities thrive because local employees can find stable housing.



Mission: Our mission is to help local employees secure housing in tourism-based economies, through innovative public and private partnerships across the country.

Placemate – Company Evolution

Fall 2020

Lease to Locals Pilot

Launched first of its kind incentive program
in partnership with Town of Truckee

Spring 2019

Proof of Concept

Launched our marketplace – “The Airbnb for
local’s housing” in Truckee, CA

Fall 2021

Rollout Nationally

Lease to Locals programs launched across
the country

LEASE TO LOCALS

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placemate.com

Lease to Locals Program Structure



Convert existing housing stock to new longer-term rentals for the local workforce in tourist towns



Provide property owners cash incentives to convert their properties into seasonal and long-term rentals



Allow local communities to quickly and efficiently address critical “missing middle” housing needs

Lease to Locals – Markets



Truckee, CA

November 2020



Summit County, CO

October 2021



South Lake Tahoe, CA

January 2022



Placer County, CA

August 2022



Ketchum, ID

October 2022



Eagle County, CO

June 2023



Nantucket, MA

September 2023



Provincetown, MA*

April 2024

*In final procurement / RFP

Nantucket Pilot Program

- Launched Pilot Sept 1, 2024
- Initial pool of \$450k for incentives from private funding
- Initial Goal of converting 20 units

LEASE TO LOCALS

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ACK•Now
Community Initiatives

**CONVERT YOUR
PROPERTY ON
NANTUCKET INTO
A YEAR-ROUND
RENTAL AND EARN
UP TO A \$27,000
CASH INCENTIVE**



Program Policies



Property must be located on Nantucket

Property can not be an existing year-round rental in the past 12 months



New Leases must be long-term (12+ mo.) and rent can not exceed \$5,000/mo

Incentive amounts vary based on size of unit and # of qualified tenants, up to \$27,000



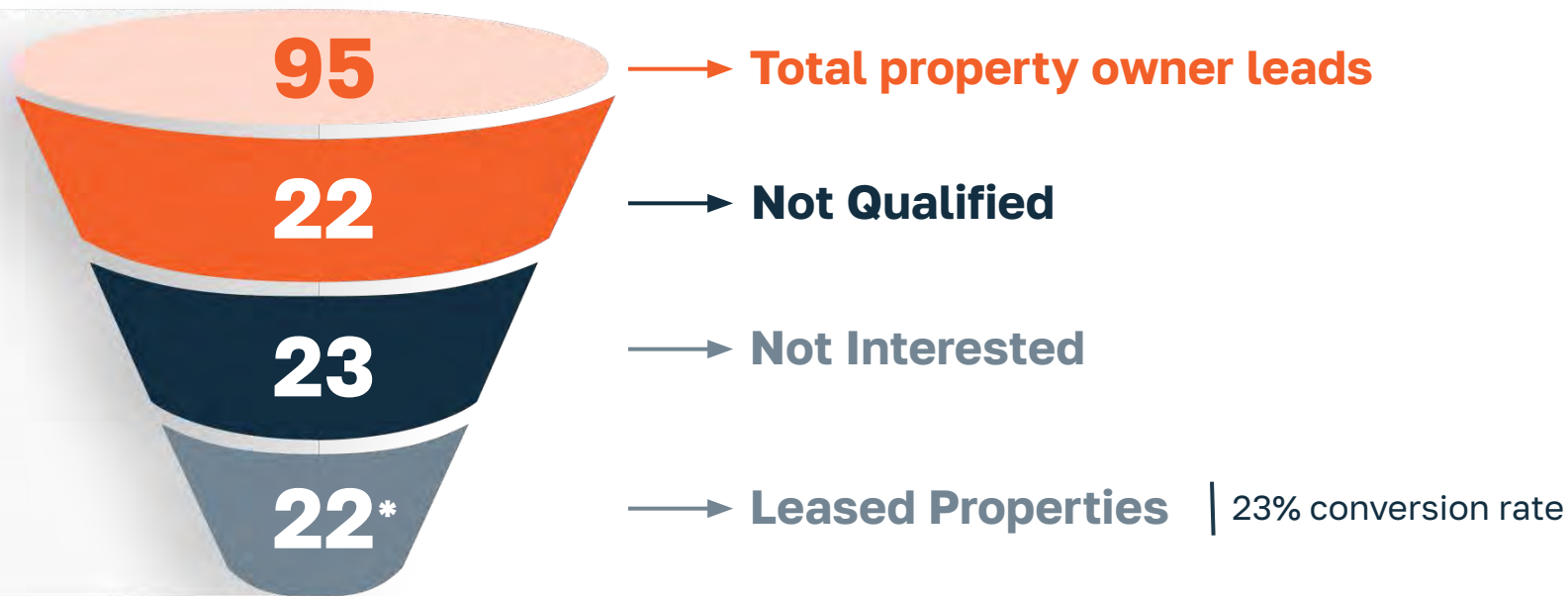
At least 1 member of the **household must be employed** year-round on Nantucket

Incentives given for **children**, to encourage family participation

Program Policies – Incentives

Unit Size	Incentive Per Qualified Tenant*	Max. Incentive Per Unit
Private Room	\$4,500	\$4,500
Studio	\$7,000	\$14,000
1 Bedroom	\$9,000	\$18,000
2 Bedrooms or Greater	\$9,000	\$27,000

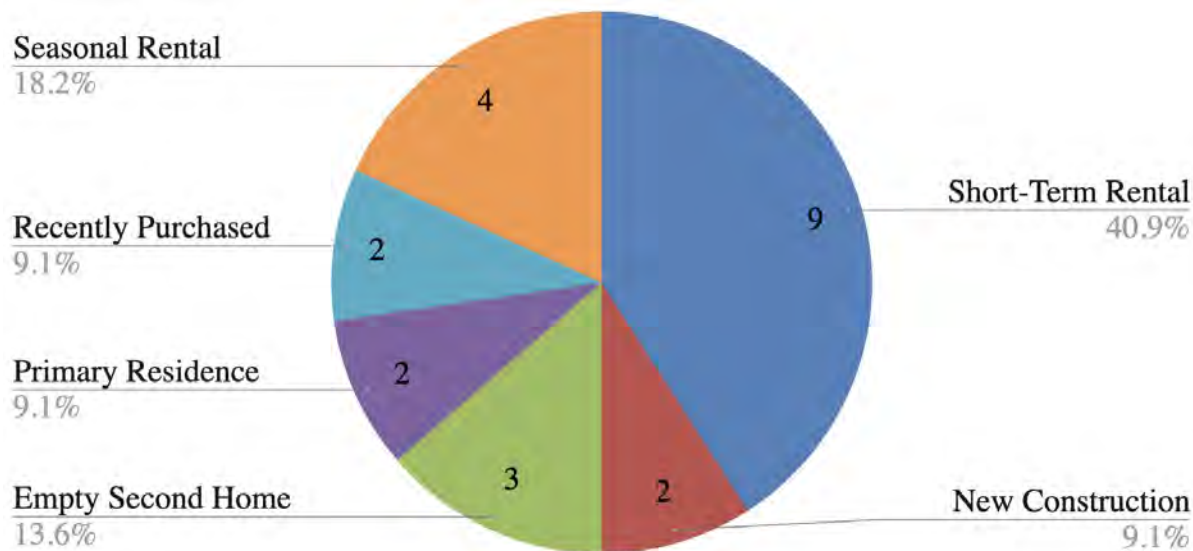
Results – Property owner leads



* Program is on pause, but have funding held for 2-3 additional properties in progress

Results – Properties

Former Property Usage



Unit Sizes

Private Room	4
1 Bd	5
2 bd	5
3 bd	7
4 bd	1

\$9,227 average cost
of incentive per
bedroom

Results – Tenants



54

Total
People
Housed



46

Qualified
Tenants
Housed



\$3,225

Average
Monthly Rent

median \$3,500
range \$1,400 - \$5,000



\$1,847

Average
Monthly Rent
per bedroom

Results – 23 local employers benefited

Hy-Line Cruises	Nantucket Public School District**	Swept Away Cleaning
Ben Moore	The Nautilus Restaurant	Nantucket Fencing
EM builders	The Tile Room	Pocomo Meadow Oyster Bar
JOP Carpentry	VTs Inc	Town of Nantucket
JVP Construction	W&N Builders Group	Fairwinds Counseling Center
Life Massage	Wingworks Landscape	Classy Carpentry
Nantucket Cottage Hospital*	Guevara Irrigation Corp	Advisors Living
Nantucket Plantsman	Bright Seasons	

* Nantucket Cottage Hospital has 9 employees placed in Lease to Locals properties

** Nantucket Public School District has 3 employees placed in Lease to Locals properties

Discussion

- Program currently on pause with 20 property owners on waitlist
 - 43 bedrooms
 - \$448k max incentives
- ACK Now Community Initiatives exploring funding for the operations to keep the program going into a second year
- Seeking funding of approximately \$500-\$800k/year from AHT for incentives
 - Renewals (to keep property owners renting long-term) - **\$250k**
 - Keeping ~75% of tenants housed (40 people)
 - New property owners joining the program - **\$250k-\$500k**
 - Unlocking between 25-50 bedrooms for 25-50 people



LEASE TO LOCALS

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Housing Trust Meeting

June 11, 2024

Agenda

- Program Overview + Tenant / Owner Journey
- Nantucket Pilot Program Update
- Lease to Locals Relaunch

Program Overview

Lease to Locals Program Goals



Convert existing housing stock to new year-round rentals for the local workforce in tourist towns



Provide property owners cash incentives to convert their properties into year-round rentals



Allow communities to quickly and efficiently address critical “missing middle” housing needs and compliments other programs

Lease to Locals Program Overview



Participants

Property Owners (POs)



Local Tenants



*I have a property I'd consider renting...
and this program helps make that work*



*As a local, I need an affordable
place to rent to continue living here*

Process

1

Property Qualifies for
the Program

2

Qualified Tenant(s)
Secured

3

Property Owner
Receives Grant

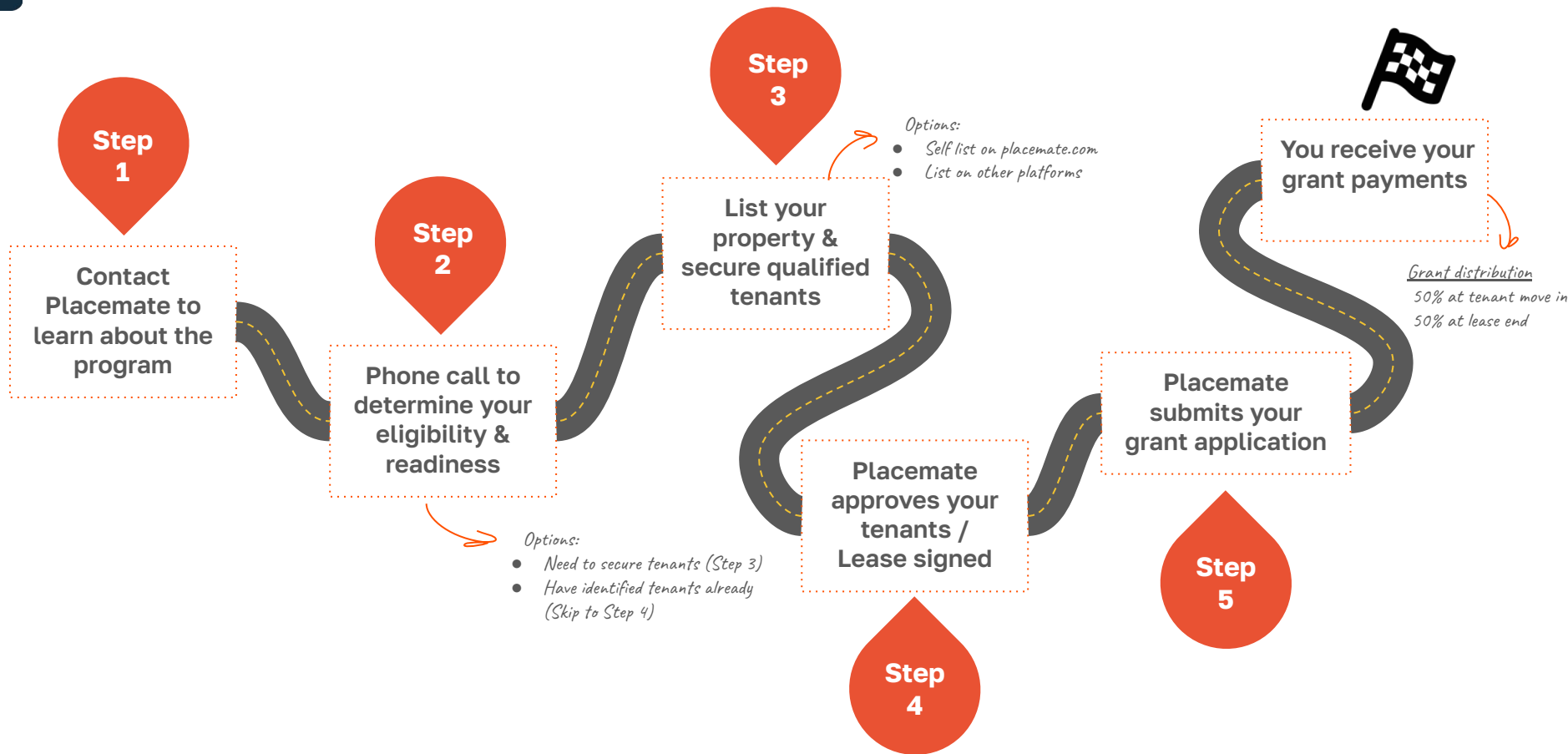
Partnership

The local Jurisdiction/non-profit oversees the program and/or provides funding

Collaboration

Placemate administers the program and is the face of for the participants

Property Owner Journey





Placemate is the connector



Property Owners



Placemate



Local Tenants



I secured tenants

Or

I need to secure
tenants

- Determines eligibility
- Provides customer support
- Ensures program compliance

I found a listing on
Placemate.com



Or

I found a property
myself

Or

I know of a
property, will we
both qualify?



Program Reporting



Key performance metrics and structured data tracked

- Program summary metrics
- Monthly program metrics
- Property level data
- Budget

Monthly Summary for Year 3

Total Properties	96
Long Term Lease	76
Seasonal Lease	20
Properties Completed L2L	55
LTR to same or new group	32
# of people housed	250
Adults	210
Children	40
Qualified Adults	195
# of bedrooms (including studios)	241
Avg rent per property	\$2,688
Avg rent per bedroom	\$1,071
Avg Incentive per property	\$8,828
Avg Incentive per bedroom	\$3,516
Avg household income	\$117,870
Avg adult tenant income	\$53,883

Total Program Summary

Total Properties	167
Long Term Lease	134
Seasonal Lease	33
Properties Completed L2L	126
LTR to same or new group	86
# of people housed	391
Adults	333
Children	58
Qualified Adults	306
# of bedrooms (including studios)	381
Avg rent per property	\$2,409
Avg rent per bedroom	\$1,056
Avg Incentive per property	\$7,063
Avg Incentive per bedroom	\$3,096
Avg household income	\$104,411
Avg adult tenant income	\$52,362

Last updated 4.1.24

Iteration/Year	Program Funding	Admin Fee	Marketing	Other Costs	Grants Paid	Grants Paid Subtotal	Remaining y/s Paid	Grants Allocated	Grants Allocated Subtotal	Remaining Allocated
1* / 21-22	\$130,000	\$55,000	\$15,093	\$2,418	\$60,000	\$132,450		\$60,000	\$132,450	
2 / 22-23	\$1,043,000	\$72,500	\$4,622	\$7,597	\$272,050	\$356,769		\$272,050	\$356,769	
3 / 23-24	\$100,000	\$60,000	\$5,372		\$300,000	\$365,372		\$847,458	\$912,830	
Total	\$1,143,000	\$187,500	\$25,027	\$10,014	\$632,050	\$854,692	\$288,408	\$1,179,508	\$1,402,050	\$259,050

Pilot Program Results

Program Policies

Lease to Locals Nantucket Pilot



Property must be located on Nantucket

Property can not be an existing year-round rental in the past 12 months



New Leases must be long-term (12+ mo.) and rent can not exceed \$5,000/mo

Incentive amounts vary based on size of unit and # of qualified tenants, up to \$27,000



At least 1 member of the **household must be employed** year-round on Nantucket

Incentives given for **children**, to encourage family participation

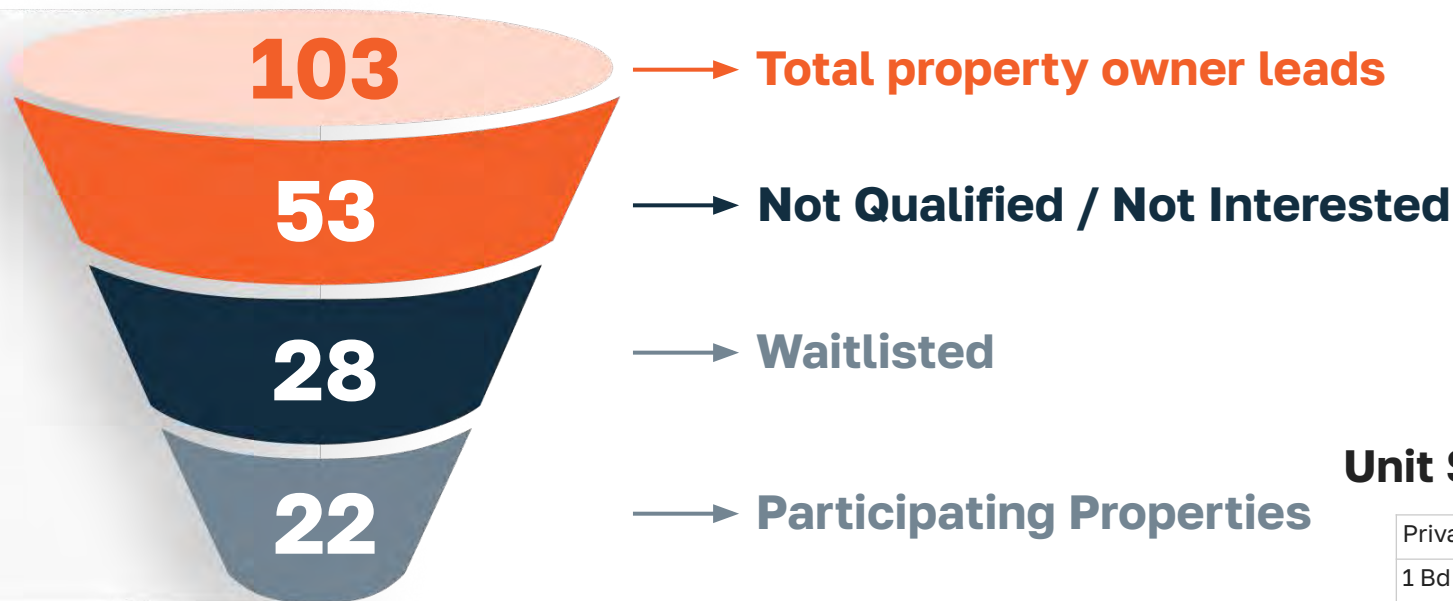
Program Policies

Lease to Locals Nantucket Pilot Incentives

Unit Size	Incentive Per Qualified Tenant*	Max. Incentive Per Unit
Private Room	\$4,500	\$4,500
Studio	\$7,000	\$14,000
1 Bedroom	\$9,000	\$18,000
2 Bedrooms or Greater	\$9,000	\$27,000

Pilot Program Results

Property owner leads



Unit Sizes

Private Room	4
1 Bd	5
2 bd	5
3 bd	7
4 bd	1

\$9,227 average cost of incentive per bedroom

Results – Tenants



54

Total
People
Housed



46

Qualified
Tenants
Housed



\$3,225

Average
Monthly Rent

median \$3,500
range \$1,400 - \$5,000



\$1,847

Average
Monthly Rent
per bedroom

Pilot Program Results

Expected retention

Address	Grant	Bedroom Count	Lease Start Date	Indicated would renew	Total No of Tenants	Total No of Qualified Tenants
Perry Lane	\$18,000	1	9/15/2023	Y	2	2
Pakanoket Lane	\$4,500	1	10/15/2023	Y	1	1
Beach Grass Road	\$4,500	1	10/9/2023	Y	1	1
Stone Post Way	\$9,000	1	11/1/2023	Y	1	1
Miacomet Avenue	\$18,000	2	10/15/2023	Y	4	2
Essex Road	\$18,000	2	11/1/2023	Y	2	2
York Street	\$27,000	3	10/1/2023	Y	4	3
Meadow Lane	\$27,000	3	1/1/2024		3	3
Cedar Circle	\$27,000	3	12/1/2023		3	3
Mary Ann Drive	\$27,000	3	12/13/2023		4	3
Amelia Drive	\$18,000	2	12/1/2023		2	2
Macy's Lane	\$27,000	2	1/1/2024		3	3
Ridge Lane	\$9,000	1	1/1/2024		1	1
Surfside Road	\$27,000	3	1/1/2024		3	3
Killdeer Lane	\$4,500	1	12/1/2023		1	1
South Shore Road	\$18,000	4	1/1/2024		4	2
Skyline Drive	\$9,000	1	2/1/2024		1	1
Pond Road	\$27,000	3	2/1/2024		4	3
Allens Lane	\$27,000	3	2/1/2024		3	3
Miacomet Ave	\$27,000	2	2/1/2024		3	3
Surfside Road	\$14,000	1	1/1/2024		3	2
Kelley Road	\$4,500	1	5/1/2024		1	1

Every property owner who has had their mid-point checkin has indicated they would renew with their tenants, but would require additional incentives

Without an additional incentive we'd expect at least 50-70% would still renew with their existing tenants

Property Owner and Tenant Testimonials

“We have had an amazingly great relationship with our tenants. I believe they are extremely grateful to have the ability to stay in “their rental home” through the summer, not having to do the “Nantucket shuffle”. The neighborhood is a better place just by having this family be a part of it. They are a bright spot on York Street!!

I do feel that if we are not able to obtain some sort of subsidy we might not be able to renew their lease thus sending the family of four back into the seasonal rental shuffle. That would be unfortunate. I do hope something positive comes out of your working with the town’s AHT to help these folks stay more than just one year in this home, in this neighborhood.

Whatever happens, my three brothers and I are grateful to you and the program for helping us through this first year after our mother passed away, leaving her home of 40 years to her children, allowing us time to think on what our next step might be!”

-Christine Hermansdorfer (Property Owner)

“This has been great. Able to rent and live on Nantucket has been a blessing. I would have had to move off if it wasn’t for this program. Hoping to continue this program.”

-Latasha (Renter)

Program Relaunch

Lease to Locals Relaunch

Feedback from previous AHT meeting / Key Considerations

- We could provide additional incentives to keep the pilot program tenants housed and ensure the highest possible tenant retention
- Explored a multi-year incentive structure to ensure the highest possible tenant retention for new program participants
- If AHT funds are used we would add a tenant income cap (max 240% AMI)
- Non-profit will continue to administer the program (likely through transition to Housing Nantucket). AHT funds would only be used for Incentives and program admin fee to be paid for via private funding.
- To control for affordability, we could have rent caps by unit size (vs. overall program rent cap)

Budget and AHT request

- Asking AHT to fund Year 1 incentives for up to ~\$550,000 for Sept 1 “relaunch”
- The intention is to explore growing private funding for future years
- Wind down of program should be timed to future construction of AHT vacant land

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Lease to Locals Relaunch

Recommended program guideline changes for new properties

- Add in rent caps by unit size

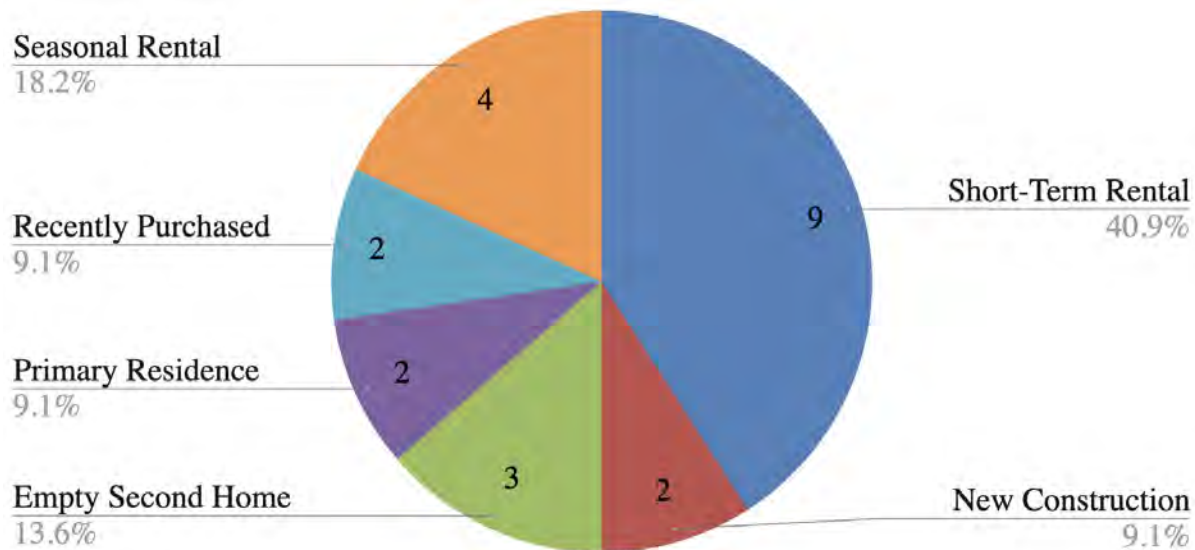
Unit Size	Max Rental Rate
Private Room	\$1,500
Studio	\$2,000
1BD	\$2,700
2BD	\$3,500
3BD+	\$4,000

- Require qualified tenants not earn more than 240% AMI

Appendix

Results – 22 Pilot Properties

Former Property Usage



Results – 23 local employers benefited

Hy-Line Cruises	Nantucket Public School District**	Swept Away Cleaning
Ben Moore	The Nautilus Restaurant	Nantucket Fencing
EM builders	The Tile Room	Pocomo Meadow Oyster Bar
JOP Carpentry	VTs Inc	Town of Nantucket
JVP Construction	W&N Builders Group	Fairwinds Counseling Center
Life Massage	Wingworks Landscape	Classy Carpentry
Nantucket Cottage Hospital*	Guevara Irrigation Corp	Advisors Living
Nantucket Plantsman	Bright Seasons	

* Nantucket Cottage Hospital has 9 employees placed in Lease to Locals properties

** Nantucket Public School District has 3 employees placed in Lease to Locals properties

LEASE TO LOCALS

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Affordable Housing Trust

June 25, 2024

Agenda

- ▀ **Addressing June 11 AHT Feedback**
- ▀ **Lease to Locals Relaunch Policies**

June 11 AHT Meeting

Lease to Locals Relaunch

Questions from June 11 AHT meeting

- Penny: Can AHT funding be use for projects that are not locked in perpetuity? (*Question for Town Counsel*)
- Penny: Why can we not use bonded funds? (*Question for Kristie F.*)
Bonded funds are for capital and cash is used for operations, and this would be considered ongoing operations.
- Brian: Do we think this program could be successful if program went from 240% AMI to 175% for qualified tenants? **Yes, but income restrictions always run the risk of excluding some participants.**
- Brian: How are we ensuring that properties are actually not already being rented long-term prior to entering the program? **We get verbal confirmation on the property owner onboarding call, there is an affidavit from Property Owner on application attesting it has not been rented year-round in past 12 months, with tenant application we can see paystubs and ID which both show address and we can cross check this against L2L property address. Also, Nantucket is a small community =)**

Lease to Locals Relaunch

Feedback and Questions from June 11 AHT meeting

- Brian: Are we allowing property owners who have multiple units to participate in the program and receive multiple grants? **Yes In current program guideliens, but we could add in this restriction.**
- Brian: I've heard things on FB of property owners who do and don't qualify for the program? **In current program policies a qualified tenant can not be of blood relation or employed by the Property Owner.**
- Brian: Is there a mechanism to allow people who want to donate their properties (as a tax write off) but don't need the incentive? **We can definitely explore this with Housing Nantucket. Owners who want to post their properties on Placemate.com without the L2L incentive who do that already at no cost (and no additional admin cost from Placemate)**

Lease to Locals Relaunch

Questions emailed after June 11 AHT meeting

- Can businesses whose employees are capturing leases able to participate in the subsidy between 50% & 33%? **We can definitely explore this with Housing Nantucket. This could be a good fundraising opportunity for employers that wanted to contribute.**
- Is there a way to have the employers or another NGO participate financially and for the Trust to not be the sole funder of the program? **We are exploring additional private fundraising opportunities.**
- What happens when the program “ends”? What has happened in other communities? **We are in the process of winding down one program (Summit County) and this is done with a lot of communication. This particular program was spun up as a temporary COVID relief program (for 1 year) but extended for 2 years and over \$2M in incentives were distributed.**

Program Relaunch

Budget and AHT request

Asking AHT to fund Year 1 incentives for up to \$550,000 for Sept 1 “relaunch”

Multi-Year Budget Assumptions	Pilot	Year 1	Year 2	Year 3	Year 4	Year 5	Totals	Assumptions	
# of new Properties	22	22	22	22	-	-	88	Median Total Incentive	\$17,818
# of properties still renting (cuml.)**	22	40	57	68	57	51	-	Avg # of tenants per unit	2.45
# of people housed (cuml.)**	54	97	140	167	140	124	-		
\$ Incentive Pmt 1	\$392,000	\$392,000	\$392,000	\$392,000				Retention Rate*	80%
\$ Incentive Pmt 2		\$156,800	\$156,800	\$156,800	\$156,800			Pmt 1 Incentive %	100%
\$ Incentive Pmt 3			\$78,400	\$78,400	\$78,400	\$78,400		Pmt 2 Incentive %	50%
Incentive Spend		\$548,800	\$627,200	\$627,200	\$235,200	\$78,400	\$2,116,800	Pmt 3 Incentive %	25%
* assumes 80% retention vs year 1 for years 2 and 3									
** assumes retention rate with no incentives in years 4 and 5 is 50%									

Appendix

Lease to Locals Relaunch

Recommended program guideline changes for new properties

- Attached Program Policies for review
- Add in rent caps by unit size

Unit Size	Max Rental Rate
Private Room	\$1,500
Studio	\$2,000
1BD	\$2,700
2BD	\$3,500
3BD+	\$4,000

- Require qualified tenants not earn more than 175% AMI

LEASE TO LOCALS

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Affordable Housing Trust

July 9, 2024

Agenda

- **June 25 AHT Meeting questions answered**
- **Vote on request for funding for Lease to Locals Pilot Phase 2**

June 25 AHT Meeting

Lease to Locals Relaunch

Discussion/Questions from June 25 AHT meeting

Program Questions:

- Fair Housing Act (Question for Town Counsel)
- Placemate's data policy / Town's security policy
- Finance Dept sign off on this and the use of funds
- What percentage of Phase 1 Pilot properties would renew with additional incentive

Policy Questions:

- Income Limit
- Blood Relation Discussion
- Max # of grants per Property Ownership group
- Rental Caps

Program Relaunch

Lease to Locals Phase 1 Pilot Results

Expected Retention

Questions we wanted to answer:

- Would the property owner renew with an additional incentive equal to 50% of the original incentive

Secondary questions to discuss:

- Would the tenants qualify with new income/employment caps?
- Would the pilot phase 1 property qualify under new proposed rent caps?

Proposed Rent Caps:

Unit Size	Max Rental Rate
Private Room	\$1,500
Studio	\$2,000
1BD	\$2,700
2BD	\$3,500
3BD+	\$4,000

Property Street Name	Grant	Home Type	Prior Property Use	Renewal with 50% incentive
	\$18,000	ADU	Short-Term Rental	Yes
	\$4,500	Room in Shared Home	Short-Term Rental	Yes
	\$4,500	ADU	New Construction	Yes
	\$9,000	ADU	New Construction	Yes, but >50%
	\$18,000	Condo/Townhouse	Seasonal Rental	Yes
	\$18,000	MF - Duplex, Triplex, etc	Empty Second Home	Yes
	\$27,000	Full Single Family House	Primary Residence	Yes
	\$27,000	Full Single Family House	Primary Residence	Yes, but >50%
	\$27,000	MF - Duplex, Triplex, etc	Recently Purchased	Yes, but >50%
	\$27,000	Condo/Townhouse	Seasonal Rental	Yes
	\$18,000	Condo/Townhouse	Short-Term Rental	Yes
	\$27,000	Full Single Family House	Short-Term Rental	-
	\$9,000	ADU	Seasonal Rental	Undecided
	\$27,000	Full Single Family House	Empty Second Home	Yes, but >50%
	\$4,500	Room in Shared Home	Short-Term Rental	Yes
	\$18,000	Full Single Family House	Short-Term Rental	-
	\$9,000	ADU	Short-Term Rental	Yes
	\$27,000	Full Single Family House	Short-Term Rental	Yes
	\$27,000	Full Single Family House	Empty Second Home	Yes
	\$27,000	Full Single Family House	Short-Term Rental	Yes
	\$14,000	MF - Duplex, Triplex, etc	Seasonal Rental	Yes
	\$4,500	Room in Shared Home	Primary Residence	Yes

Reached 19 out of the 22 current pilot property owners

- 0/19 respondents indicated they would not renew
- 15/19 respondents indicated would renew with 50% incentive
- 4/19 respondents indicate that would only renew with >50% incentive
- 1/19 respondent is undecided

Lease to Locals Phase 1 Pilot Results

Expected Retention

Property Owner Feedback (would only renew with >50% incentive)

“ It’s not enough. We know our tenant wants to stay but we are not sure she will be able to afford and increase in rent by \$375/month. We need the income to maintain the property with the increase taxes and insurance rates. ”

“ I would say that it’s between 50% and 100%. The offer is encouraging, however it is a very low number compared to what we could get if we went to weekly rentals. We have not yet decided our next step. We would like to keep the tenants as they are great, but also need to do what is best for our family and the extra income from weeklys would go a long way.”

“ I would like to renew with my tenants but I couldn’t afford the difference if it’s not the same amount as this past year, especially with only 50% paid upfront and 50% paid at the end of the lease, I as the property owner am then required to pay the difference until reimbursement. I vote 50% it’s not enough money, or I would be ok to renew for multiple years if the grant amount stayed the same or I could increase rent amount to \$6,000 a month to cover the difference. ”

Property Street Name	Grant	Home Type	Prior Property Use	# Bedrooms	Rent Price	In compliance with new rent cap?
	\$18,000	ADU	Short-Term Rental	1	\$1,500	Y
	\$4,500	Room in Shared Home	Short-Term Rental	1	\$1,400	Y
	\$4,500	ADU	New Construction	1	\$2,500	N
	\$9,000	ADU	New Construction	1	\$3,500	N
	\$18,000	Condo/Townhouse	Seasonal Rental	2	\$3,500	Y
	\$18,000	MF - Duplex, Triplex, etc	Empty Second Home	2	\$2,500	Y
	\$27,000	Full Single Family House	Primary Residence	3	\$3,800	Y
	\$27,000	Full Single Family House	Primary Residence	3	\$4,000	Y
	\$27,000	MF - Duplex, Triplex, etc	Recently Purchased	3	\$5,000	N
	\$27,000	Condo/Townhouse	Seasonal Rental	3	\$3,200	Y
	\$18,000	Condo/Townhouse	Short-Term Rental	2	\$3,000	Y
	\$27,000	Full Single Family House	Short-Term Rental	2	\$3,850	N
	\$9,000	ADU	Seasonal Rental	1	\$3,000	N
	\$27,000	Full Single Family House	Empty Second Home	3	\$3,750	Y
	\$4,500	Room in Shared Home	Short-Term Rental	1	\$1,500	Y
	\$18,000	Full Single Family House	Short-Term Rental	4	\$3,500	Y
	\$9,000	ADU	Short-Term Rental	1	\$2,700	N
	\$27,000	Full Single Family House	Short-Term Rental	3	\$3,900	Y
	\$27,000	Full Single Family House	Empty Second Home	3	\$4,500	N
	\$27,000	Full Single Family House	Short-Term Rental	2	\$5,000	N
	\$14,000	MF - Duplex, Triplex, etc	Seasonal Rental	1	\$3,500	N
	\$4,500	Room in Shared Home	Primary Residence	1	\$1,500	Y

9/19 respondents would be out of compliance if we held them to the current rent caps

Lease to Locals Pilot Phase 2

Budget and AHT request

Asking AHT to fund Pilot Phase 2 incentives for up to \$450,000

Approximately \$320k for new Property Owners

Approximately \$130k for Pilot Phase 1 renewals

Program Policies Discussion: **Staff recommendation in Bold**

- Add in income restriction per qualified tenant (max 175% AMI / \$187,600)? **Yes**
 - Private funds used where Pilot Phase 1 qualified tenants that are >175% AMI
- Qualified tenants can not be of blood relation unless property is converted from active short-term rental? **Yes**
- Max number of 2 grants per Property Ownership group? **Yes**
- Pilot Phase 1 Incentive at 50% of original incentive amount for Year 2 renewal **Yes**
- Keep Rental Caps as is or require Rental Cap be Unit Size? **Add Rent Caps by Unit Size**
 - If we do add in rental caps by unit size what do we do with Phase 1 pilot property owners?
Don't hold Ph 1 pilot property owners to new rent caps, but limit rent increases to max 5%

Nantucket Lease to Locals ~~Pilot~~ Program

Program Description and Policies
September ~~2024~~2023

1 PILOT PROGRAM OVERVIEW

The Lease to Locals Program (the "Program"), offers cash incentives to homeowners who rent their homes to qualified households. The goal of the program is to increase the supply of year-round housing available for locals and full employees working on Nantucket. The Program ~~is a one-year pilot that~~ starts on Sept 1, 2024.

2 PROGRAM DEFINITIONS

- (a) Adult: An adult is any individual 18 years or older.
- (b) Housing Unit: A housing unit is a house (primary or secondary dwelling), an accessory dwelling unit, a single room or multiple single rooms intended for occupancy living quarters (excluding commercial lodging).
 - a. Excludes deed-restricted and subsidized units.
 - b. Excludes new construction or newly acquired properties (in past 12 months) that are not owner-occupied which can be verified by residential exemption from the Town of Nantucket Assessor's office.
- (c) Long-Term Lease: A long-term lease is a lease of 12 consecutive months or greater.
- (d) Property Owner: The individual(s) or legal entity that holds the deed to the property, as reflected on the Assessor or Registry of Deed records.
- (e) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, where at least half of the adults are Qualified Tenants.
- (f) Qualified Tenant: A Qualified Tenant is an adult who is not of blood relation or employed by the Property Owner whose Gross Annual Income is below 175% AMI for Nantucket County and who meets at least one of the following criteria:
 - a. Employed year-round at least 30 hours per week (over 1,500 hours per year) for an employer based on Nantucket or a physical location on The Island. Exceptions to the 1,500 hours per year requirements can be made for education providers.
 - a-b. A dependent Child of a Qualified Tenant
 - b-c. Meet one of the following exemptions:
 - i. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA)
 - ii. A full-time, parent or guardian of a child under the age of 4
 - ~~iii. A full time, informal caregiver of a child or an adult with a disability if either caregiver or care recipient lived on Nantucket for at least the five previous continuous years. A caregiver is defined as a person who resides with a person(s) with disabilities who is:~~
 - ~~1. essential to the care and well being of the person(s);~~
 - ~~2. not obligated to support the person(s) with the disabilities; and~~
 - ~~3.iii. would not be living in the unit except to provide the necessary supportive services.~~

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3 PROGRAM ADMINISTRATION

Housing NantucketACKNow Community Initiatives ("ACKNow CI") will administer the Program, in coordination with, and with support from, a third-party administrator and independent contractor, Placemate Inc. is a California Benefit Corporation, based in Truckee, California, which provides administrative services for non-profit and government entities across the country.

3.1 Housing NantucketACKNow's Role

Housing NantucketACKNow CI will oversee and fund the Program. This includes managing the contract with Placemate, Inc., granting disbursements, and evaluating program metrics.

3.2 Town of Nantucket's Affordable Housing Trust

The Affordable Housing Trust ("The AHT") will provide the funding for the Lease to Locals incentives.

3.2d. 3.3 Placemate's Role

Under a contract with Housing NantucketACKNow CI Placemate, Inc. will provide the following services for the Program: program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

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4 PROGRAM GRANT FUNDING

4.1 Grant Amounts

The AHTACKNow CI will provide a \$4,500 to \$9,000 grant per Qualified Tenant housed through the Program for a Long-Term Lease. Dependent children will count as one (1) additional Qualified Tenant, regardless of the number of children present. The maximum grant amount per Housing Unit is for three (3) Qualified Tenants.

The table below shows the available grant amounts.

Unit Size	Incentive per qualified tenant	Max per unit
Room	\$4,500	\$4,500
Studio	\$7,000	\$14,000
1 Bedroom	\$9,000	\$18,000
2 Bedrooms +	\$9,000	\$27,000

4.2 Grant Disbursement

- (a) Prior to disbursing grants, Housing NantucketACKNow CI will review documentation submitted by Placemate, Inc. including:
 - i. A copy of the fully executed lease agreement(s),
 - ii. Proof of status for Qualifying Tenants,
 - iii. Property Owner Application
- (b) Housing NantucketACKNow CI will issue the first half of the grant payment to the Property Owner within forty five (45) days of the Qualified Household taking occupancy of the Housing Unit.

- (c) ~~Housing Nantucket AGK New GI~~ will issue the second half of the grant payment to the Property Owner within forty five (45) days of the end of the lease.
- (d) Payments shall be issued to the Property Owner, as their legal name(s) appear on recorded property ownership documents.

5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

5.1 Grant Application

Property Owners must submit a complete on-line form and sign a self-certification checklist with Placemate, Inc. and comply with the following criteria to have their home considered for the grant program.

5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Housing Unit must be located in the County of Nantucket, MA.
- (b) Type: A whole home or room(s) in a home can be rented, but there is a maximum of two (2) grants per property.
- (c) Status: The Housing Unit must be a legally permitted dwelling unit and each bedroom in the property must have a door and window.
- (d) New Rental: The Housing Unit must not have already been occupied as an existing year-round rental in the past 12 months.
- (e) Eligible Properties: The Housing Unit is a house (primary or secondary dwelling), an accessory dwelling unit, a single room or multiple single rooms intended for occupancy living quarters (excluding commercial lodging) that have not been rented year-round in the past 12 months. Excludes deed-restricted and subsidized units.
- (f) Property Condition: The Housing Unit must meet basic health and safety criteria as may be required per Massachusetts law and regulations.
- (g) Signed Lease Agreement and Complete Application Packet: The Property Owner must complete an application and sign a Long-Term Lease with a Qualified Household. The complete application packet must be submitted within 45 days of the start of the lease.
- (h) Lease Compliance Checks: The Property Owner must comply with the lease agreement for the full length of the lease and will be checked for compliance by Placemate, Inc., at six (6) months in the lease. Failure to comply with the lease requirements at any time shall disqualify the Property Owner for grant payments.
- (i) Rental Affordability Cap: The Property Owner cannot charge monthly rent that exceeds ~~the following rent cap by unit size: \$5,000/month. Suggested rental rates \$1,000 to \$1,500 per bedroom per month.~~
 - Private Room: \$1,500/month
 - Studio: \$2,000/month
 - 1BD: \$2,700/month
 - 2BD: \$3,500/month
 - (+) 3BD or greater: \$4,000/month

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- (j) Fair Housing Act Compliance: The Property Owner must comply with the Federal Fair Housing Act which prohibits discrimination on the basis of race, color, religion, sex, or national origin.

5.3 Contingencies

- (a) Change of Ownership: If the Housing Unit is sold during the lease period, the lease remains intact, and the new owner receives the second half of the incentive if they remain qualified. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program.
- (b) Failure to Comply with Lease: If the Property Owner plans to evict a tenant, Property Owner must notify Placemate and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. If the Property Owner does not meet lease agreements at the six-month mark because of an eviction or move-out, Placemate, Inc. will work with Property Owners to rectify the situation. If an agreement cannot be reached, the Property Owner will be disqualified from receiving the second installment of the grant disbursements.
- (c) Property Condition: If the Housing Unit is deemed in violation of Massachusetts law or regulations the grant payment(s) may be withheld.

6 TENANT ELIGIBILITY & REQUIREMENTS

6.1 Individual & Household Qualification

Individuals and households applying to the program must meet the definitions set forth in Section 2 of these guidelines.

6.2 Documentation

As part of the application, each adult member of the Qualifying Household must submit the following:

- (a) Copy of current driver's license or other photo ID
- (b) One recent paystub from the past 60 days to verify employment or audited financial statements (if self-employed)
- (c) A Letter from employer(s) that contains the following:
 - a. Employer name, logo, and address
 - b. Name of employee and title
 - c. Anticipated start date (if new offer) or when they started originally
 - d. Type of employment and number of hours (ie; full time, 40 hours week / seasonal, 20 hours week)
 - e. Physical address or location of job site
 - f. Name, signature of manager / HR, and date signed

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AGREEMENT FOR

NHA Properties, Inc., d/b/a Housing Nantucket, Inc.

Lease to Locals

This GRANT AGREEMENT is made on this _____ day of _____, 2024, by and between the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and NHA Properties, Inc. d/b/a Housing Nantucket, a Massachusetts having an address of 75 Old South Road, Nantucket, MA 02554 (the “Grantee”).

WITNESSETH:

WHEREAS, Grantee and Placemate, Inc. submitted a written request to the Trust dated March 18, 2024, requesting a grant award for the purposes of providing **monetary** incentives to homeowners to convert under-utilized or short-term rented properties into year-round rental opportunities (the “Project”). All grant applications, presentations, plans, and other materials provided by Placemate and/or the Grantee related to this request and approval are hereinafter referred to as the “Request” and are incorporated herein by reference; and

WHEREAS, the vote on Article 18 of the 2023 Annual Town Meeting authorized the appropriation of funds to the Trust for the purposes of supporting affordable housing; and

WHEREAS, the Trust reviewed the Request and, at a July 9, 2024 meeting, voted to award the grant to Grantee up to \$450,000.00 for the purpose of funding the Project, provided that (1) the properties being converted pursuant to the Project are eligible **only** if the housing is made available for rent to households with incomes of not more than one hundred seventy-five percent (175%) area median income in the Statistical Area for Nantucket County (the “Area Median Income” or “AMI”) as determined by the Department of Housing and Urban Development (HUD), adjusted for household size (“Qualified Tenants”); and (2) the Project implements rental **caps** per bedroom size; and (3) Grantee enters into this Grant Agreement with the Trust setting forth the requirements of the grant and the terms and conditions set forth herein.

Commented [LS1]: What does this mean?

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding. As appropriated by said Town Meeting vote, approved by the Select Board, and approved by the Trust, the Trust shall grant to Grantee funds not to exceed \$450,000.00 (the “Funds”) on the

condition that Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Request and this Grant Agreement.

2. Conditions.

- a) Work on the Project shall commence within two (2) months from the date of the execution of this Agreement (the “Commencement Date”). Work on the Project shall be deemed to have commenced upon Grantee making applications for the program available to eligible property owners.
- b) Grantee shall administer the Project, in coordination with a third-party administrator and independent contractor, known as Placement Inc. Placement Inc. is a California Benefit Corporation, based in Truckee, California, which provides administrative services for non-profit and government entities across the country.
- c) Excess or unused Funds shall be returned to the Trust if the Project has not disbursed all funds received by _____, 2025 (the “Project Completion Date”).
- d) Landlords of the Project with Qualified Tenants shall be eligible for 50% of grant incentives as defined in the Program Policies.
- e) Grantee shall ensure that all policies in the Program Policies are followed, including the implementation of a Rental Affordability Cap, as defined in the Program Policies.
- f) Grantee shall seek the approval of, and work closely with, Kristie Ferrantella, the Town of Nantucket Housing Director, in the implementation of the Project, including [periodic reporting requirements? Maybe quarterly?].

Commented [LS2]: Should we link this to the timeframe we expect all the money to be paid out with a buffer?

Commented [LS3]: What does this mean?

Commented [LS4]: Program Policies should be attached as an exhibit. Does the Trust want to approve the Program Policies?

- 3. Contact. Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
- 4. Budget/Other Sources of Funding. Prior to the commencement of the Project, Grantee must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) the identity and amounts of all other sources of funding, if necessary, to fund the Project. If the Trust determines that the Funds have been spent on goods and/or services not included in the Project budget or otherwise permitted hereunder, the Trust may require that the funds used for unauthorized purposes be returned to the Trust; or, reimbursement of funds spent may not be authorized.
- 5. Payments. The Trust shall disburse an amount of the Funds based on the incentives provided pursuant to the Project, at least monthly and paid only upon the presentment of detailed invoices from Grantee listing in detail the properties to be selected for funding hereunder. The Trust shall have the right to ask for supplementary information. If the cost of the Project exceeds the Funds, such sums shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual

total cost of the Project is more than the Funds (the difference between the two amounts referred to hereinafter as the “Excess”), the Trust shall have no obligation to pay the Excess.

6. Liability of the Trust. The Trust’s liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 5 are followed, and the Trust shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys’ fees, arising out of or relating to Grantee’s performance of the Project, or the negligence or misconduct of Grantee or Grantee’s agents or employees.
8. Reports. Grantee shall provide the Trust with progress reports at two (2)-month intervals beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended and then upon the disbursement to the last eligible property owner.
9. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, presentation materials, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement, the Request and all documents attached thereto, the Restriction, and plans approved by the Trust. The Contract Documents constitute the entire agreement between the parties concerning the Project.
10. Record Keeping. Grantee agrees to keep, for a period of six (6) years after the Project Completion Date, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon request.
11. Assignment. Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Trust.
12. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Trust shall be free to pursue any available rights or remedies, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties

hereunder shall expire and be of no further force and effect, except that the provisions of Sections 6, 7, 9, 10, 12, 13 and 17.

13. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, any Funds granted to Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or invitees, Grantee shall be liable to repay to the Trust the entire amount of the Funds provided under this Grant Agreement, and the Trust may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Trust's account. In the event that the Trust takes legal action under this Grant Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
14. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Grant Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

GRANTOR:

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND
By its Board of Trustees

By: _____
Brian Sullivan, Chair and Trustee

GRANTEE:

NHA PROPERTIES, Inc. d/b/a HOUSING NANTUCKET

By: _____
Name: Peter T. Kaizer
Title: President

By: _____
Name: Paul Wolf, Jr.
Title: Treasurer



Agenda Item Summary

Agenda Item #	VIII. 4b.
Date	8/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Affordable Housing Trust Fund (AHTF) Quarterly Update to Select Board

Executive Summary

The AHT provides quarterly updates to the Select Board and the community. The purpose of the report is to provide a summary to the Board of the activities of the Trust and implementation of the Board's strategic goals on housing.

Staff Recommendation

N/A

Background/Discussion

The Trust is seeking ways to inform the public about their activities and believes a quarterly update to the Select Board assists in this goal.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan – Housing

Attachments

- 1) Quarterly Report attached.



Affordable Housing Trust Fund (AHTF)

Housing Department

Kristie Ferrantella

8/7/2024

Quarterly Report to Select Board

For April to June 2024



Highlights From the Quarter

- Closing Cost Assistance awarded to four families
- Advocacy efforts to advance the Affordable Homes Act with a Real Estate Transfer Fee (failed) and a Seasonal Communities Designation (still in review)
- Housing Advocacy Day at the State House in partnership with Cyrus Peirce Middle School Civics Class
- 2024 Dr. Howard Dickler Housing Advocacy Awarded to Richard Hussey



Affordable Homes Act

- Gov. Healey introduced the Affordable Homes Act in October of 2023, a comprehensive bill to increase housing production.
- This is a \$4.1b bond bill that includes several policy options for housing
- Included an option for a real estate transfer fee and a seasonal communities designation
- House and Senate removed the Real Estate Transfer Fee
- Seasonal Communities Designation is being reviewed by the Joint Conference Committee



Housing Advocacy Day – April 11

- Organized a Housing Advocacy day with MV and GBIO
- Brought nearly 40 islanders to the State House in Boston to advocate for affordable housing, include students from the 8th grade civics course



Annual Town Meeting Results

- Article 79 at 2024 Annual Town Meeting was approved by voters.
This Home Rule Petition would allow for a real estate transfer fee of 0.5% on real estate transactions over \$2m
- Article 80 at 2024 Annual Town Meeting was approved by voters.
This Home Rule Petition would allow the Town to secure year-round deed restrictions in perpetuity

2024 Dr. Howard Dickler Housing Advocacy Award

- The Nantucket Affordable Housing Trust created an annual citizen's award, as a tribute to the late Dr. Howard Dickler.
- This award honors a community member who best exhibits the spirit of Dr. Dickler on housing advocacy for our year-round community, through their dedication, drive, creativity, inclusiveness, and fearless willingness to share ideas
- The 2024 Dr. Howard Dickler Award winner is **Richard Hussey**
- Mr. Hussey serves as the Construction Committee Chair and has developed relationships with subcontractors and the Town of Nantucket to accelerate the construction of Habitat homes, allowing Habitat to build 1-3 homes per year versus one home taking over two years to complete.

Year-Round Deed Restriction Pilot Program

- The program would establish a permanent deed restriction, which would limit properties to year-round residency.
- This initiative aims to enhance housing affordability and accessibility for the year-round community while establishing a permanent inventory of year-round housing.
- Judi Barrett held info sessions with the community in the Fall and has developed the pilot program.
- Select Board approved initial funding of \$2m
- **Launching soon.**



Status: Construction and Land Acquisition: Developments in Progress

Developer	Location	Status	Potential Unit Count	R/O
Habitat for Humanity Nantucket	Waitt Drive	In Progress; Lottery completed; Building Completion Date: Fall 2025	6	O
Richmond Development	Gooseberry Place	In Progress; Completion Date Fall 2024	55	R
Richmond Development	Sandpiper II	In Progress; Completion by December 2024	6	O
HallKeen Development	6 Fairgrounds	Building permits in 12/2024	64	R
Housing Nantucket	31 Fairgrounds	Lottery completed; Completion by October 2024	22	R

Status: Construction and Land Acquisition: Vacant Land Developments

Vacant Land	Status	Potential Unit Count	Rent/Own
135 and 137 Orange Street	Bundled RFP being released soon	32	R
16 Vesper	Bundled RFP being released soon	17	R
12 and 12R Bartletts Rd	Bundled RFP being released soon	12	R
7 Amelia	RFP to be released soon	3	R
8 White Street	RFP to be developed by AHT	3	O

AHT Grants and Loans

- Approved a \$6.725m grant to Richmond Development for the buydown of market rate units at Gooseberry Place
 - 55 rental units with 17 units at 80% AMI, 5 units at 110% AMI, 5 units at 120% AMI, and 28 market rate units
 - Town of Nantucket will hold a master lease for 10 market rate units for municipal employee housing
 - This is 'Plan B' for maintaining Safe Harbor after December 11th expiration



AHT Grants and Loans

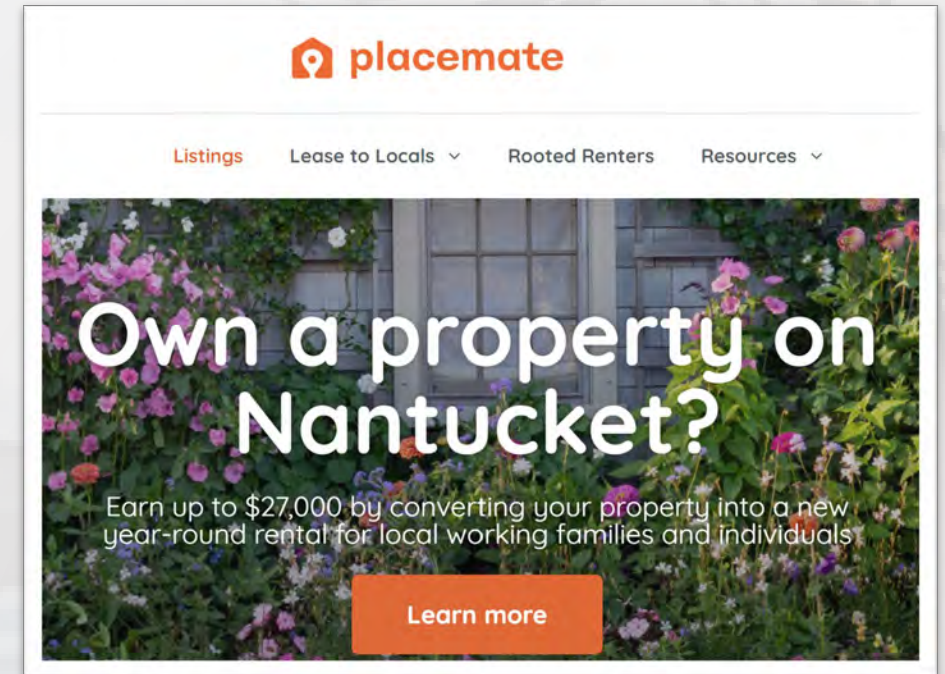
- Approved a \$450,000 grant to Housing Nantucket for their House Recycling Program
 - Moving a 1 BR house from Dukes Road to Pochick Ave and converting it into a 2BR rental



Photo courtesy of Housing Nantucket

AHT Grants and Loans

- Approved \$450,000 grant to Housing Nantucket for re-launch of the Lease to Locals Program *(Pending SB Approval)*
 - Program would provide a 50% subsidy to existing homeowners in the program and attract up to 22 new homeowners to convert their underused housing into a year-round rental
 - AHT funds would implement a rental cap by bedroom size and an AMI restriction for qualified tenants



Steps to Safe Harbor

Current and Forecasted Projects for Inclusion on the SHI List

Estimated SHI List Count	2023	2024	2025	2026	2027
Starting Balance	332	332	461	502	566
Sandpiper II (Richmond) [O]		6			
Ticcoma Green (6 Fairgrounds Road) [R]		64			
Scattered rentals (Housing Nantucket) [R]			1	1	1
Scattered ownership (Habitat for Humanity) [O]		4	2	2	2
135 + 137 Orange Street [R]			32		
Richmond Meadows II (Gooseberry Place) [R]		55			
7 Amelia Drive [R]			3		
Vesper Lane [R]				17	
Bartlett Road [R]				12	
Potential					
Potential Development [R + O]			3		22
Potential Buydown [R]				32	
TBD					27
Subtotal net additional units =	0	129	41	64	52
Ending balance	332	461	502	566	618
<i>Units potentially eligible to count toward Safe Harbor =</i>		129	41	64	52
<i>Minimum Safe Harbor deficit =</i>		0	0	0	0
	5.4%	7.5%	8.1%	9.2%	10.0%

SHI Goal:
618 Units

[R] denotes Rental units; [O] denotes Ownership units

Notes: If Surfside Crossing is ultimately permitted at 156 units, it will at a future point add 39 units to our SHI list, 24 of which may be eligible toward a future Safe Harbor period.

On the Horizon

- Issuing RFPs for vacant land development
- Exploring “Good Landlord Tax Exemption”
- Advocating for EOHLC approval of special municipal local preference
- New website for housing projects and initiatives

**** AS OF 7/29/24 ****

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET**



WARRANT FOR

**Tuesday, September 17, 2024
SPECIAL TOWN MEETING
Nantucket High School
Mary P. Walker Auditorium
5:00 PM**

**Town of Nantucket
16 Broad Street
Nantucket, MA 02554
(508) 228-7255
www.nantucket-ma.gov**

SELECT BOARD

Brooke Mohr, Chair
Matthew G. Fee, Vice Chair
Thomas Dixon
Dawn E. Hill Holdgate
Malcolm MacNab

FINANCE COMMITTEE

Denice Kronau, Chair
Stephen Maury, Vice Chair
Jeremy Bloomer
Rob Giachetti
Christopher Glowacki
Joanna Roche
Peter N. Schaeffer
Jill Vieth
Joseph Wright

PLANNING BOARD

David Iverson, Chair
Joseph Topham, Vice Chair
John Kitchener
Nathaniel Lowell
Barry Rector

MODERATOR

Sarah F. Alger

AMERICANS WITH DISABILITIES ACT NOTICE

The Town of Nantucket advises applicants, participants and the public that it does not discriminate on the basis of disability in, admission to, access to, treatment or employment in its programs, services and activities. The Town of Nantucket will provide auxiliary aids and services to access programs upon request. Inquiries, requests and complaints should be directed to the Town Manager, 16 Broad Street, Nantucket, MA 02554, (508) 228-7255.

**IF YOU NEED A LARGE PRINT
VERSION OF THIS DOCUMENT,
PLEASE CONTACT THE
TOWN MANAGER'S OFFICE AT
(508) 228-7255**

TOWN OF NANTUCKET
September 17, 2024 Special Town Meeting

TABLE OF CONTENTS

Article Number		Page Number
1	Zoning Bylaw Amendment: Regulating Nantucket Vacation Rentals	1
2	Zoning Bylaw Amendment: Regulating Short-Term Rental Use/Benz	
3	Zoning Bylaw Amendment: Regulating Short-Term Rental Use/Cohen	
4	Zoning Bylaw Amendment: Regulating Short-Term Rental Use/Sanders	
5	General Bylaw Amendment: Short-Term Rentals/Perun	
6	General Bylaw Amendment: Short-Term Rentals/Cohen	
7	General Bylaw Amendment: Short-Term Rentals/Peel	
8	Zoning Bylaw Amendment: Issuance of Building and Use Permits - Demolition Delay/Bergman	
9	Zoning Bylaw Amendment: Apartment Community/Cohen	
10	Zoning Map Change: CN to R-5 - 1 Beach Grass Road	
11	Zoning Map Change: LUG-2 to R-5 - 44 Skyline Drive/Maury	
12	Zoning Map Change: LUG-2 to R-5 and R-20 to R-5 - 13 and 13A Woodland Drive/Maury	
13	Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 44 Skyline Drive/Maury	
14	Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 13 and 13A Woodland Drive/Maury	
15	Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 42 Monohansett Road/Bloise	
16	Home Rule Petition: An Act to Amend the Nantucket Planning and Economic Development Commission (NP&EDC) Enabling Legislation/ Rayport	
17	Real Estate Acquisition: 81 Washington Street Building/Copenhaver	

NOTES:

1. ***PETITION ARTICLES HAVE BEEN PRINTED AS SUBMITTED BY THE PETITIONERS AND MAY CONTAIN TYPOGRAPHICAL AND OTHER ERRORS***

2. ***UNLESS OTHERWISE NOTED UNDER THE FINANCE COMMITTEE MOTION, ALL VOTES NEEDED FOR PASSAGE OF ARTICLES IS A SIMPLE MAJORITY.***

To the Constables of the Town of Nantucket:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs, to meet and assemble themselves at the Nantucket High School Auditorium at 10 Surfside Road in said Nantucket, on

***TUESDAY, SEPTEMBER 17, 2024 AT 5:00 PM,
THEN AND THERE TO ACT ON THE ARTICLES
CONTAINED WITH THE ENCLOSED WARRANT:***

To act upon and transact any business relative to the foregoing subjects which may, then and there, come before said meeting.

Article 1

(Zoning Bylaw Amendment: Regulating Nantucket Vacation Rentals)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non- substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

1. Amend §139-2 (Definitions and Word Usage), by inserting the following new terms and definitions and inserting them in alphabetical order:

COTTAGE COLONY

A group of four or more detached Dwelling Units, legally in existence at the time of adoption of this bylaw, located on a single lot, which is customarily occupied on a seasonal basis.

HOSTED STAY

An overnight stay whereby a short-term renter occupies all or a portion of a Dwelling Unit located on a Lot where the Owner or Operator is present. An Owner or Operator is considered present when the Owner or Operator is on the Lot except during the daytime and/or work hours.

OPERATOR

A person or other legal entity operating a Short-Term Rental including, but not limited to, the Owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such Short-Term Rental. It is the intent of this bylaw that the Operator shall have the same meaning as set forth in General Laws c. 64G, § 1.

OWNER

Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any Dwelling Unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust. The Owner may also be referred to as the Operator, or the host.

SHORT-TERM RENTAL

A Dwelling Unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or Dwelling Unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a transfer of occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.

NANTUCKET VACATION RENTAL

A Short-Term Rental use that complies with §139-38 of the Town Code.

2. Amend § 139-7A (Use Chart) by inserting Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation N in all columns.
3. Amend 139-7A (Use Chart) by inserting Nantucket Vacation Rental after Short-Term Rental in the Use column and inserting the designation Y in all columns except for the Commercial Industrial (CI) District which shall have an N designation. Add the Note: Nantucket Vacation Rentals shall be subject to the requirements of §139-38.
4. Add a new section amending Chapter 139 by inserting the following section of the Zoning Bylaw as follows:

§139-38 NANTUCKET VACATION RENTAL

1. No person or other legal entity shall engage in a Nantucket Vacation Rental use as an Owner or Operator on more than one Lot; provided, however, if a Lot has more than one Dwelling Unit for which a building permit for a new Dwelling Unit has been issued prior to the effective date of this bylaw, a Primary Dwelling and a Secondary Dwelling may be rented as a Nantucket Vacation Rental separately.
2. If an Owner or Operator who previously engaged in more than one Nantucket Vacation Rental use on more than one Lot prior to the effective date of this bylaw, may continue to do so for a period of eight years. Thereafter, the same or any new Owner or Operator shall be subject to the limitations set forth in §139-38(1).
3. No Owner or Operator may rent a Nantucket Vacation Rental that has a transfer of occupancy of more than eight times in July and August, provided however, that an Owner who acquires a Dwelling Unit or a Lot after the effective date of

this bylaw may only engage in a Nantucket Vacation Rental use with no more than three transfers of occupancy in July and August for the first five years of ownership of the Dwelling Unit or Lot.

4. After the effective date of this bylaw, any person or other legal entity that acquires a Dwelling Unit through inheritance, divorce, interfamily gift, or through a transfer of the form of record ownership of the prior record owner by the same underlying persons, may engage in a Nantucket Vacation Rental use of the same Dwelling Unit without being subject to the transfer of occupancy limitations for new owners contained in §139-38(3) as long as the prior record owner engaged in a Nantucket Vacation Rental use of the same Dwelling Unit for at least five years.
5. There shall be no limit for any Nantucket Vacation Rental use on the number of transfers of occupancy of any Dwelling Unit outside of July and August.
6. In order to qualify as a Nantucket Vacation Rental use, a Dwelling Unit must be operated at all times in compliance with Chapter 123 of the Town Code and all regulations promulgated thereunder.
7. Cottage Colonies and Hosted Stays shall be exempt from the requirements of this bylaw except for §139-38(8).
8. Nantucket Vacation Rentals shall be prohibited in Tertiary Dwellings, Apartments for which a building permit to construct one or more Dwelling Units has been issued after the effective date of this bylaw, Time-Sharing or Time-Interval-Ownership Dwelling Units or Dwellings, Affordable Housing, Workforce Homeownership Housing, Workforce Rental Housing, or in a Dwelling Unit that is subject to a deed restriction under the Nantucket Housing Needs Covenant program pursuant to Chapter 301 of the Acts of 2002, as amended.
9. In addition to all other enforcement remedies allowed under §139-25, the Town, acting through the Building Commissioner, may assess a civil penalty not to exceed \$5,000 for any violation of §139-38 in accordance with G.L. c. 64G, § 14(v). Each day a violation continues shall be considered a separate offense.
10. If any provision in §139-38 shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.
11. This bylaw shall apply to transfers of occupancy commencing on or after July 1, 2025, regardless of when a rental contract was executed.

Or to take any action relative thereto.

(Select Board)

PLANNING BOARD MOTION: Moved that Chapter 139 of the Town Code (Zoning) be

amended by inserting the following language as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. Amend §139-2 (Definitions and Word Usage), by inserting the following new terms and definitions and inserting them in alphabetical order:

COTTAGE COLONY

A group of four or more detached Dwelling Units, legally in existence at the time of adoption of this bylaw, located on a single lot, which is customarily occupied on a seasonal basis.

HOSTED STAY

An overnight stay whereby a short-term renter occupies all or a portion of a Dwelling Unit located on a Lot where the Owner or an immediate family member is present. An Owner or an immediate family member is considered present when the Owner or immediate family member is on the Lot except during the daytime and/or work hours.

OWNER

Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any Dwelling Unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust.

SHORT-TERM RENTAL

A Dwelling Unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or Dwelling Unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a transfer of occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.

NANTUCKET VACATION RENTAL

A Short-Term Rental use that complies with §139-38 of the Town Code.

2. Amend § 139-7A (Use Chart) by inserting “Short-Term Rental” between “Tertiary Dwelling” and “Apartment Building” in the Use column and inserting the designation “N” in all columns.

3. Amend 139-7A (Use Chart) by inserting “Nantucket Vacation Rental” after “Short-Term Rental” in the Use column and inserting the designation “Y” in all columns except for the Commercial Industrial (CI) District which shall have an “N” designation. Add the Note: Nantucket Vacation Rentals shall be subject to the requirements of §139-38.

4. Add a new section amending Chapter 139 by inserting the following section of the Zoning Bylaw as follows:

§139-38 NANTUCKET VACATION RENTAL

1. No person or other legal entity shall engage in a Nantucket Vacation Rental use on more than one Lot; provided, however, if a Lot has more than one Dwelling Unit for which a building permit for a new Dwelling Unit has been issued prior to the effective date of this bylaw, a maximum of two of the following three types of Dwelling Units: a Primary Dwelling; a Secondary Dwelling; and a Garage Apartment, may be rented as a Nantucket Vacation Rental separately.
2. An Owner who previously engaged in more than one Nantucket Vacation Rental use on more than one Lot prior to the effective date of this bylaw, may continue to do so for a period of eight years. Thereafter, the same or any new Owner shall be subject to the limitations set forth in §139-38(1).
3. No Owner may rent a Nantucket Vacation Rental that has a transfer of occupancy of more than eight times in July and August, provided however, that an Owner who acquires a Dwelling Unit or a Lot after the effective date of this bylaw may only engage in a Nantucket Vacation Rental use with no more than three transfers of occupancy in July and August for the first five years of ownership of the Dwelling Unit or Lot.
4. After the effective date of this bylaw, any person or other legal entity that acquires a Dwelling Unit through inheritance, divorce, interfamily gift, or through a transfer of the form of record ownership of the prior record owner by the same underlying persons, may engage in a Nantucket Vacation Rental use of the same Dwelling Unit without being subject to the transfer of occupancy limitations for new owners contained in §139-38(3) as long as the prior record owner owned the same Dwelling Unit for at least the previous five consecutive years.
5. In order to qualify as a Nantucket Vacation Rental use, a Dwelling Unit must be operated at all times in compliance with Chapter 123 of the Town Code and all regulations promulgated thereunder.
6. Cottage Colonies and Hosted Stays shall be exempt from the requirements of this bylaw except for §139-38(8).
7. Nantucket Vacation Rentals shall be prohibited in Tertiary Dwellings, Apartments for which a building permit to construct one or more Dwelling Units has been issued after the effective date of this bylaw, Time-Sharing or Time-Interval-Ownership Dwelling Units or Dwellings, Affordable Housing, Workforce Homeownership Housing, Workforce Rental Housing, or in a Dwelling Unit that is subject to a deed restriction under the Nantucket Housing Needs Covenant program pursuant to Chapter 301 of the Acts of 2002, as amended.

8. In addition to all other enforcement remedies allowed under §139-25, the Town, acting through the Building Commissioner, may assess a civil penalty not to exceed \$5,000 for any violation of §139-38 in accordance with G.L. c. 64G, § 14(v). Each day a violation continues shall be considered a separate offense.
9. If any provision in §139-38 shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.
10. This bylaw shall apply to transfers of occupancy commencing on or after July 1, 2025, regardless of when a rental contract was executed.

Quantum of vote required for passage of this motion is 2/3.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

ARTICLE 2

(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL

A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting "Accessory Short-Term Rental" between "Tertiary Dwelling" and "Apartment Building" in the Use column and inserting the designation "A" in all columns with a "Note: Subject to the requirements of §139-38."

3. Add a new section to Chapter 139 as follows:

§139-38 ACCESSORY SHORT-TERM RENTALS

1. In residential districts, each Lot may be used as an Accessory Short-Term Rental for 28 days (4 weeks) per calendar year as a permitted Accessory Use to a Principal Use, subject to the following conditions:

- a. The Lot is used for Residential Use at least 32 days per calendar year.
 - b. The Lot may be used as an Accessory Short-Term Rental for an additional 7 calendar days (1 week) for every additional 28 calendar days (4 weeks) of Residential Use beyond the minimum in Subsection 1.a.
 - c. On Lots with multiple Dwelling Units, the Accessory Short-Term Rental limits set forth herein are cumulative of all Dwelling Units on a Lot, and there shall be only one Dwelling Unit used as an Accessory Short-Term Rental at any one time;
 - d. There shall be a minimum stay of 4 calendar days for Accessory Short-Term Rentals throughout the year, except July and August when the minimum stay shall be 7 calendar days;
 - e. A Lot shall have no more than eight changes in Accessory Short-Term Rental occupancy during a calendar year; and
 - f. All Accessory Short-Term Rentals shall be registered with the Town and operated in accordance with General Bylaw § 123 of the Town Code.
2. Exemptions. All Accessory Short-Term Rentals occurring during any time when the Lot is Owner Occupied shall be permitted as of right and exempt from the limitations set forth in this provision, except that Subsection 1.d above shall apply.
3. To register under General Bylaw § 123 as an Accessory Short-Term Rental Use, the Owner must submit as part of its annual registration documents: (a) copies of all rental contracts for the prior year (redacted as appropriate); (b) signed certification documenting compliance with the limitations set forth in this Bylaw regarding Residential Use, Accessory Short-Term Rental days, turnovers and any other information required by the Board of Health.
4. All other Short-Term Rentals in residential districts are prohibited.
5. For the purposes of this Section only, Residential Use shall mean occupied by the Owner or tenancy of at least 32 consecutive days in any calendar year without sublet.

Or to take any action relative thereto.

(Charity Benz, et al)

PLANNING BOARD MOTION: Moved to take no action on the Article.

Quantum of vote for passage of a positive motion is 2/3.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

ARTICLE 3

(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to take the following actions in regard to the following Zoning Bylaw § 139-2 as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL

A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting Accessory Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns, except inserting N the Commercial Industrial (CI) District column, with a Note: Subject to the requirements of §139-38.
3. Add a new section to Chapter 139 as follows:

§ 139-38 ACCESSORY SHORT-TERM RENTALS

1. To qualify as an Accessory Short-Term Rental, the dwelling unit or portion thereof shall only be rented as a Short-Term Rental in the aggregate for less than half of the calendar year.
2. Beginning on May 1, 2025, all Accessory Short-Term Rentals occur only concurrent to the operator obtaining and maintaining a valid Certificate of Registration for such from the Nantucket Health Department for and during the period of use, pursuant to the regulations set forth in Section 123 of the Code of the Town of Nantucket.

Or to take any other action related thereto.

(Steven Cohen, et al)

PLANNING BOARD MOTION: Moved to take no action on the Article.

Quantum of vote for passage of a positive motion is 2/3.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

ARTICLE 4

(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL

A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting Accessory Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns except CI with a Note: Subject to the requirements of §139-38.
3. Add a new section to Chapter 139 as follows:

§139-38 ACCESSORY SHORT-TERM RENTALS

1. No person or other legal entity shall engage in an Accessory Short-Term Rental use for more than one Dwelling Unit at any one time.
2. If a Lot has two Dwelling Units, both may be rented as an Accessory Short-Term Rental as long as both Dwelling Units are rented to the same person.
3. To qualify as an Accessory Short-Term Rental use, the owner must reside on the same Lot or on another lot that they own on Nantucket, for at least 30 days (which can be non-consecutive) in each calendar year.
4. No owner or operator may enter into more than six (6) rental contracts which commence in July and August.
5. If an owner purchases a Lot or constructs a Dwelling Unit after the effective date of this bylaw, the owner or operator may enter into no more than four (4) rental contracts which commence in July and August.

6. There are no limits on the length or number of rental contracts that commence outside of July and August.
7. If a person who previously operated more than one Accessory Short-Term Rental at any time prior to the effective date of this bylaw, they may continue to do so for a period of five years after the effective date of this bylaw.
8. In order to qualify as an Accessory Short-Term Rental, the Dwelling Unit must be operated in compliance with Chapter 123 of the Town Code and all regulations promulgated thereunder.
9. All other Short-Term Rentals in all zoning districts except CI are prohibited.

Or to take any action relative thereto.

(Grant Sanders, et al)

PLANNING BOARD MOTION: Moved to take no action on the **Article**.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

ARTICLE 5

(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 (Short-Term Rentals) of the Code of the Town of Nantucket as follows:

1. Amend § 123-2 (Definitions), by substituting the following new definition for the existing definition of Corporation.

CORPORATION

~~All businesses and charitable entities required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.~~

Any entity organized under the law of any state or country which is taxable as a corporation under the Internal Revenue Code, or which would be taxable thereunder as a corporation if it had become taxable under the Internal Revenue Code. Such entities shall include without limitations corporations, limited liability companies which are taxed as corporations, and so-called Massachusetts Business Trusts, provided, however, that a limited liability company and an S corporation shall not treated as Corporations when every shareholder, partner, member is a natural person, as established by documentation provided by the applicant as required at the time of registration and subsequently thereafter from time to time as required under regulations established under this Chapter.

2. Amend § 123-2 (Definitions), by inserting the following terms and definitions and inserting them in alphabetical order.

INTERNAL REVENUE CODE

The United States Internal Revenue Code of 1986, as amended.

PARTNERSHIP

Any entity organized under the law of any state or country which is taxable as a partnership under the Internal Revenue Code, or which would be taxable thereunder as a partnership if it had become taxable under the Internal Revenue Code. Such entities shall include without limitation general partnerships, limited partnerships, and limited liability partnerships taxed as partnerships.

REAL ESTATE INVESTMENT TRUST

Any entity defined in Internal Revenue Code, §856.

3. Amend §123-3 (Registration, Permitting, Prohibitions, Inspection and Fees) as follows:

H. Short-Term Rentals are prohibited in dwelling units owned by a Corporation, **Partnership, Real Estate Investment Trust, or any similar entity which pools funds from investors and is engaged primarily in investment activity.** ~~Short-Term Rentals are permitted in dwelling units owned by a limited liability company, Trust, or S Corporation only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.~~

Or to take any action relative thereto.

(Pamela Perun, et al)

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 6

(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to take the following actions in regard to the following Chapter 123 of the Code of the Town of Nantucket:

Move that Chapter 123 of the Town Code (Short-Term Rentals) be struck and restated as follows *(and that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 123:

Short-Term Rentals

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, § 14 and is intended to:

- (1) Provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town;
- (2) Prevent the further growth of residential dwellings owned by Corporations and used for the purpose of Short-Term Rentals;
- (3) Continue to permit the operation of Short-Term Rentals by natural persons in order to protect the time-honored tradition of home rentals in Nantucket;
- (4) Allow the Town to implement the Short-Term Rental registration process and to collect sufficient data to accurately assess the practice of Short-Term Rentals including the impact (if any) this practice may have on affordable/attainable housing and to substantially develop additional regulations, if such data demonstrates additional regulation is necessary.

§ 123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CORPORATION

All businesses and charitable entities required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.

OPERATOR

A person or other legal entity operating a short-term rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such short-term rental. It is the intent of this bylaw that the operator shall have the same meaning as set forth in General Laws c, 64G, § 1.

OWNER

Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust. The Owner may also be referred to as the operator, or the Host.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

TIME-SHARING OR TIME-INTERVAL-OWNERSHIP DWELLING UNIT OR DWELLING

A dwelling unit or dwelling in which the exclusive right of use, possession or ownership circulates among various owners or lessees thereof in accordance with a fixed or floating time schedule on a periodically recurring basis, whether such use, possession or occupancy is subject to either: a time-share estate, in which the ownership or leasehold estate in property is devoted to a time-share fee (tenants in common, time-share ownership, interval ownership) and a time-share lease; or time-share use, including any contractual right of exclusive occupancy which does not fall within the definition of "time-share estate," including, but not limited to, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond, the use being inherently transient.

§ 123-3. Registration, Permitting, Prohibitions, Inspection and Fees.

- A. ~~As of May 1, 2025, No~~ no person or other legal entity shall operate a short-term rental without having first obtained a certificate of registration from the Board of Health. An application for a certificate of registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with § 67 of Chapter 62C of the General Laws. Separate leases, sub-leases or changes of occupancy for different dwellings on the same lot shall require separate certificates of registration for each such dwelling unit.
- B. The annual fee for such certificate of registration shall be set forth in the regulations issued pursuant to § 123-4.
- C. The application for the certificate of registration shall include an attestation that the owner and/or operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B, and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the owner and/or operator of the property is current with all Town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 through 18, of the Town Code. Any property offered for a short-term rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. Nothing contained herein shall relieve the owner

or operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.

- D. The Board of Health shall not issue any certificate of registration unless the Operator has:
- (1) submitted a complete application and paid all associated fees;
 - (2) Provided contact information for the owner, the operator, the intermediary (if there is one) and at least two persons designated to address any issues at the short-term rental within two hours' notice; and
 - (3) Provided the Town with a certificate of insurance evidencing liability insurance coverage for the short-term rental in an amount to be determined by the regulations issued pursuant to § 123-4.; and
 - (4) Certified that the property has no known outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders.
 - (5) Certified that the property is compliant with Chapter 102, outdoor lighting, for all dwelling constructed after January 1, 2025 and for all properties beginning January 1, 2027.
 - (6) Certified that any exterior pool or spa on a property holding or seeking a certificate of registration is compliant with standards for low lumens lighting, as determined by the Board of Health, beginning on January 1, 2027.
- E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.
- F. Certificates of registration are valid for one calendar year and may be renewed at the discretion of the Town, provided that the operator has complied with the provisions of this chapter and any associated regulations during the preceding year. An application for renewal of a certificate of registration shall be submitted along with the annual fee no later than November 1 of the next each year by the deadline set by the Board of Health. A renewal application shall include an attestation that the Short-Term Rental was operated in accordance with all bylaws and regulations of the Town during the previous year.
- G. The certificate of registration is issued to the operator and does not run with the land. If the short-term rental is sold or transferred out of ownership, a new application for a certificate of registration shall be filed by the new operator before

short-term rentals can continue or resume. However, subject to the provisions herein, Short-Term Rental leases or subleases entered into under and within the period of a valid certificate of registration may be honored by a new operator of the Short-Term Rental during the pendency of an application for a new certificate of registration applicable to that property.

- H. Short-Term Rentals are prohibited in dwelling units owned by a Corporation. Short-Term Rentals are permitted in dwelling units owned by an LLC, Trust, or S Corporation only when every underlying shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.
- I. Short-Term rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.
- J. No Time-Sharing or Time-Interval -Ownership Dwelling Unit or Units may engage in Short-Term Rental activities or be eligible to receive a Certificate of Registration for such unit; except that this section shall not apply to the creation of mortgages, liens, easements or other similar interests encumbering the residential property as a whole to secure a loan or for any other legitimate purposes; and this section shall not apply to natural persons or non-commercial groups, such as families, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association or trust, as opposed to sold in fractional or divided interests on the open market. In addition, Time-Share or Time-Interval Ownership Dwelling Units shall be exempt from Sections H, I, J and K, provide that the owner obtains a Certificate of Registration and provides sufficient evidence that the Unit was rented to one of more third parties for at least one period of less than 30 days prior to January 1, 2024.
- K. Any person or other legal entity, except Corporations, but including LLC's, Trusts, and S Corporations, which paid the rooms excise tax on a Short-Term Rental dwelling unit in any calendar quarter prior to January 1, 2024 and which owned the property prior to May 7, 2024, shall be exempt from the requirements of Sections H, I, and J of this Chapter until the dwelling unit is transferred or conveyed, or the Rental Certificate is not renewed or is revoked by the Board of Health. If a property is bequeathed to a person or other beneficiary through a will, trust, or other instrument, the new owner may continue to engage in Short-Term Rental activities in accordance with this section.
- L. Within the months of July and August, each Certificate of Registration shall have no more than 9 lease or sub-lease contracts or changes of occupancy with different renters. This provision shall not apply to any lot for which any dwelling on the lot is the primary residence of one or more Owners.

- M. No person may hold all or a portion of not more than two (2) certificates of registration.
- i. Persons who paid the rooms excise tax for more than two (2) Short-Term Rentals in any calendar quarter prior to January 1, 2024 may hold an equivalent number of certificates of registration, limited only to those properties for which the tax was paid and not transferable to other Owners or to other properties, and may not obtain additional certificates of registration under this provision.
- ii. Properties containing more than two dwelling units that have been in use as Short-Term Rentals since January 1, 2000 or prior are exempt from the numerical limitation on the number of certificates of registration allowed to be held by any person in this provision.
- L. Each certificate of registration shall provide for the maximum number of occupants in each dwelling.
- M. All advertising for a short term rental shall include the certificate of registration number and the allocated maximum number of occupants.
- N. Any dwelling used as a short term rental shall prominently post the rules promulgated by the Board of Health, the applicable certificate of registration number, the designated occupancy for each dwelling, the contact information for the operator and at least two persons designated to address any issues at the short-term rental within two hours' notice, a process for trash disposal and recycling, a summary of the applicable hours of the noise by-law, a parking policy, and contact information for the Nantucket Police and Fire Departments.
- O. No short term renter may occupy a short term rental until the operator or their designee has verified the identity of the occupant, and obtained a signed affirmation of the number of guests and acknowledgement of the applicable rules and regulations from them.
- (p) On any property with more than two (2) dwellings, no more than two (2) dwelling units per lot, or equivalent density, may be used a short-term rental, which shall be designated on the certificate of registration. Properties containing more than two (2) dwelling units that have been in use as Short-Term Rentals since January 1, 2000 or prior are exempt from this provision.
- (q) Short-Term Rentals are prohibited in tertiary dwellings and inclusionary housing.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5. Enforcement.

- A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.
- B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D and the Town's non-criminal disposition bylaw (Chapter 1 of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of \$100 for the first offense; \$200 for the second offense; and \$300 for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.
- C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the operator or the owner of the property by the Board of Health or its designee, after a certificate of registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said certificate of registration until the violation has been cured or otherwise resolved. Multiple violations by any operator may, at the discretion of the Board of Health and after a hearing, disqualify that operator from obtaining a certificate of registration for a period of up to three years.
- D. In accordance with G.L. c. 64G, § 14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

Or to take any other action related thereto.

(Steven Cohen, et al)

Note: Sponsor article had changes marked with track changes with yellow highlighting, which does not show up in printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 7
(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 of the Town Code (Short-Term Term Rentals) as follows:

1. Amend § 123-3 (Registration, permitting, inspection and fees) by deleting subsection B in its entirety and replacing it with the following:

B. The annual fee for such a certificate of registration shall be \$250 for Town residents and \$350 for non-residents for the first STR on each Lot. Each additional STR on a Lot shall be an additional \$150 annual fee.

2. Amend § 123-3 (Registration, permitting, inspection and fees) by inserting the following new provisions:

H. The Board of Health may grant an exemption from the requirements of this Bylaw in the event that the Operator satisfies the Board that short-term rental use of the property existed prior to the enactment of the Zoning Bylaw on Nantucket in 1972.

3. Amend § 123-3 (Registration, permitting, inspection and fees) by revising subsection E as follows (deletions shown as strikethroughs and new language in red):

E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety. The Board of Health shall dedicate one employee whose primary responsibility is inspecting STRs and ensuring compliance with the Bylaw and applicable Regulations. In order to facilitate such inspections, at the time of Registration, each operator shall provide a floor plan showing the STR layout and exits.

4. Amend § 123-5 (Enforcement) by revising subsection B as follows (deletions shown as strikethroughs and new language in red):

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter **40**, § 21D and the Town's noncriminal disposition bylaw (Chapter **1** of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of \$5000, and for each subsequent offence, the STR registration is subject to suspension for the period of 1 calendar year following a review hearing of the STR Committee. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

5. Amend 123-4 (Regulations) as follows (deletions shown as strikethroughs and

new language in red):

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to ensure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions. At a minimum, the Regulations shall prohibit any on-street parking for Short-Term Rentals and limit vehicles to the number of spaces available within the bounds of the Short-Term Rental Lot. The Board of Health shall also develop an online complaint form that allows submissions of photographs, video and any other supporting documentation.

6. Amend Chapter 123 (Short-Term Rentals) by adding the following new subsection:

§123-8. (STR Committee)

The Select Board shall create an STR Committee comprised of 5 Town residents to be appointed by the Board of Health. The STR Committee shall be responsible for proposing regulations for adoption by the Board of Health, reviewing complaints and imposing fines based upon the recommendation of staff, and hearing any appeals of approvals, suspensions, revocations, or denials of Certificates of Registration under this Bylaw.

Or to take any action relative thereto.

(Matthew Peel, et al)

Note: Sponsor article had changes in red text which do not show up in the printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 8

(Zoning Bylaw Amendment: Issuance of Building and Use Permits - Demolition Delay)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, Section 26.A, as follows (NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

Or to take any other action related thereto.

§ 139-26 Issuance of building and use permits.

A.

No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without a building or use permit having been issued by the Building Commissioner or Local Inspector for any use or structure. No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without obtaining a Certificate of Appropriateness issued by the Nantucket Historic Districts Commission pursuant to Chapter 395, Acts of 1970, as amended. No lot shall be changed from its use preexisting the July 27, 1972, effective date of this chapter, except to its natural condition allowed by § 139-7A(5) above, without a use permit or a building permit permitting such use. No such permit shall be issued until such construction, erection, relocation, addition, alteration, demolition or use, as proposed, shall comply in all respects with the provisions of this chapter as determined by a Zoning Enforcement Officer or with a decision rendered by the Board of Appeals, the Planning Board, or the courts in the case of appeals.

[Amended 4-14-1997 ATM by Art. 40, AG approval 8-5-1997-10-2000 ATM by Art. 46, AG approval 8-2-2000; 6-25-2020 ATM by Art. 51, AG approval 10-27-2020]

Demolition delay.

(a)

Statement of purpose. The purpose of this section is to establish a predictable process for reviewing requests to demolish residential structures in order to:

[1]

Establish an appropriate waiting period during which the Town and the applicant can propose and consider alternatives to the demolition of a building of residential value;

[2]

Minimize the quantity of demolition debris ending up in the landfill;

[3]

Create an incentive for reuse of residential structures;

[4]

Give interested parties an opportunity to acquire reusable residential structures.

(b)

Buildings subject to demolition delay. All residential structures are subject to review by the Building Commissioner, Local Inspector, or a registered design professional for the purpose of determining whether such buildings have any residential reuse potential.

(c)

Issuance of demolition permit. The requirements set forth in this section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. No demolition permit shall be issued for a building that is subject to review, pursuant to Subsection A(1)(b) above, unless:

[1]

It is determined that demolition is necessary, pursuant to Subsection A(1)(d) below.

[2]

It is determined that said building has no residential reuse potential due to the existing condition of the structure or physical barriers to moving the structure such as significant trees, bridges, etc.

[3]

The demolition delay period set forth in Subsection A(1)(f) below has expired.

(d)

Required demolition or repair.

[1]

Demolition. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to order the building owner, or Town, to demolish a building at any time if it is determined that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

[2]

Repair. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to require the applicant to take reasonable action to prevent the need for required demolition, which may include securing the building and making it safe so that it does not present an imminent and substantial danger to the public.

(e)

Issuance of building, use, or occupancy permit.

[1]

If it has been determined that a building has re-use potential pursuant to Subsection A(1)(b) above, no building permits shall be issued for the erection of a new building on the site of such building subject to review before issuing a demolition permit for such building subject to review in compliance with this section.

[2]

If it has been determined that a building has been voluntarily demolished in violation of this section, no building permits shall be issued for new construction, or any use or occupancy permit for any use other than a park or recreational open space, with respect to the premises of such building for a period of two years after the date of the determination. As used herein, "premises" includes the parcel of land upon which the demolished building was located and all abutting parcels under common ownership or control.

(f)

Procedure.

[1]

A request for review of reuse potential pursuant to this section shall be made to the Building Commissioner or Local Inspector. The request shall be made by letter, email or any other method acceptable to the building official.

[2]

(Reserved)

[3]

(Reserved)

[4]

After its receipt of an application, pursuant to this Subsection A(1)(f), the following determinations shall be made:

[a]

Whether immediate demolition is required pursuant to Subsection A(1)(d); and

[b]

Whether said structure has any residential reuse potential pursuant to Subsection A(1)(c)[2].

[5]

A determination shall be made within 20 days after the request. If it is determined that the structure does not require immediate demolition and that it does have reuse potential the applicant shall place a public notice in a local newspaper. The public notice shall take place only after the building commissioner's review and the issuance of a Certificate of Appropriateness for a Move-Off / Demolition has been issued from the Nantucket Historic Districts Commission pursuant to C. 395, Acts of 1970, as amended.

[a]

Contents of public notice.

[6]

Subject to the Chapter 139 Section 26A(1) of the Code of the Town of Nantucket (the so-called "demolition delay bylaw"), a house located at INSERT ADDRESS is being made available to any interested party subject to the ability to move the structure within ~~60 days~~ 180 days from the date of this publication, in addition to meeting any conditions imposed by the current owner. A letter of interest must be submitted to INSERT OWNER/CONTACT ADDRESS AND EMAIL with a copy provided to the Town of Nantucket Building Commissioner at 2 Fairgrounds Road or by e-mail at INSERT BUILDING COMMISSIONER E-MAIL within 30 days from the date of this publication. Letters of interest received after 30 days may be considered at the discretion of the property owner.

A published copy of said notice shall be presented to the Building Department. From the date of publication of said notice, any interested parties shall have 30 days to respond in writing. If any bona fide letters of interest, as determined by the Building Commissioner or Local Inspector, are received within the thirty-day period no demolition permit shall be issued for a period of ~~30-180~~ days thereafter.

[7]

If no bona fide letters of interest are received within the thirty-day period, a demolition permit may be issued.

B.

Form of application. The application for a building or use permit shall be submitted in such form as shall be described by the Building Inspector and shall be accompanied by the required fee as hereinafter prescribed. Application for a permit shall be made by the owner or lessee of any building or structure or the agent of either. The application for the permit shall be accompanied by a plot plan of the proposed building, structure or use drawn to scale with sufficient clarity to show the nature and character of the work to be performed, including off-street parking and loading space, if required, the location of new and existing lot lines.

C.

Accompanying documents. The application for a building or use permit shall be accompanied by the following documents, if applicable:

(1)

A Certified Copy of the Certificate of appropriateness issued by the Nantucket Historic Districts Commission pursuant to Ch. 395, Acts of 1970, as amended.

(2)

Sewer permit.

(a)

For on-site septic systems issued by the Nantucket Board of Health pursuant to Title V, § 3.7, of the State Environmental Code.

(b)

For hook-ups to the public sewage system issued by the Superintendent of the Nantucket Department of Public Works pursuant to the Wastewater Systems Regulations Governing the Use of Common Sewers, of the Town and County of Nantucket, as amended.

(3)

Order of conditions issued by the Nantucket Conservation Commission, pursuant to the State Wetland Protection Act (MGL c. 131, § 40), when a determination has been made that all or a portion of the property included in the building permit application is subject to the Wetland Protection Act. It is the responsibility of the applicant to file a request to determine applicability of the Wetland Protection Act if the applicant suspects that all or a portion of his property may be subject to the Act.

(4)

Water well completion report establishing availability of water on property, if public water supply is unavailable.

(5)

Certified copy of each Board of Appeals and Planning Board decision, including minor and major site plan review approvals, and of the plan approved by the Planning Board if the building permit is for a secondary dwelling, whichever may be relevant to the proposed project.

[Amended 4-14-1997 ATM by Art. 49, AG approval 8-5-1997]

D.

Issuance of permits. Upon receiving the application, the Building Inspector shall examine the same within a reasonable time after filing. The Zoning Enforcement Officer shall provide the Building Commissioner with a certificate of compliance with this chapter. If the application does not conform to the provisions of all pertinent local laws, the Building Commissioner shall reject such application in writing, stating the reasons therefor, within 30 days of the submission of a complete application.

[Amended 4-10-2000 ATM by Art. 46, AG approval 8-2-2000]

(1)

He shall inform the applicant of his right of appeal to the Board of Appeals in the event such application is rejected.

(2)

If satisfied that the proposed work and/or use conforms to the provisions of this chapter and all laws and ordinances applicable thereto, he shall issue a building or use permit thereto, within 30 days of the submission of a complete application.

E.

Any permit issued shall be deemed abandoned and invalid unless the work authorized by it shall have been commenced within six months after its issuance; however, for cause, one or more extensions of time, for periods not exceeding six months each, may be granted in writing by the Inspector of Buildings. Work under such permit, in the opinion of the Inspector of Buildings, must proceed in good faith continuously to completion so far as is reasonably practicable under the circumstances.

F.

Revocation of permits. The Building Inspector may revoke any permit issued under the provisions of this chapter in case of any false statement or misrepresentation of fact in the application on which the permit was based or for any other cause set forth in this chapter.

G.

Posting of permit. A true copy of a permit placard issued to the applicant with the permit shall be kept on the site of operations open to public inspection during the entire time of prosecution of the work or use and until the completion of the same as defined on the application.

H.

Temporary permit. A temporary permit may, upon written request of an applicant, be authorized by a favorable vote of at least four members of the Board of Appeals for a nonconforming structure or use which the Board of Appeals finds necessary to promote the proper development of the community, provided that such nonconforming structure or use shall be completely removed upon expiration of the permit (unless previously made conforming or validated) without cost to the Town (unless the Town is the applicant). Such permit may be renewed annually for an aggregate period not exceeding three years.

I.

Payment of fees. No building or use permit shall be issued until the fees prescribed by the Select Board shall be paid to the Building Inspector.

[Amended 6-25-2020 ATM by Art. 70, approved 10-27-2020]

J.

Compliance with permit. All work or uses shall conform to the approved application for which the permit has been issued as well as the approved plot plan.

(Mary Bergman, et al)

Note: Sponsor article had changes marked with track changes with yellow highlighting, which does not show up in printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

PLANNING BOARD MOTION: Moved that Chapter 139 (Zoning) of the Code of the Town of Nantucket, Section 26.A, be amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§ 139-26 Issuance of building and use permits.

- A. No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without a building or use permit having been issued by the Building Commissioner or Local Inspector for any use or structure. No building or structure shall be erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without obtaining a Certificate of Appropriateness issued by the Nantucket Historic Districts Commission pursuant to Chapter 395, Acts of 1970, as amended. No lot shall be changed from its use preexisting the July 27, 1972, effective date of this

chapter, except to its natural condition allowed by § 139-7A(5) above, without a use permit or a building permit permitting such use. No such permit shall be issued until such construction, erection, relocation, addition, alteration, demolition or use, as proposed, shall comply in all respects with the provisions of this chapter as determined by a Zoning Enforcement Officer or with a decision rendered by the Board of Appeals, the Planning Board, or the courts in the case of appeals.

(1) Demolition delay.

(a) Statement of purpose. The purpose of this section is to establish a predictable process for reviewing requests to demolish residential structures in order to:

[1] Establish an appropriate waiting period during which the Town and the applicant can propose and consider alternatives to the demolition of a building of residential value;

[2] Minimize the quantity of demolition debris ending up in the landfill;

[3] Create an incentive for reuse of residential structures;

[4] Give interested parties an opportunity to acquire reusable residential structures.

(b) Buildings subject to demolition delay. All residential structures are subject to review by the Building Commissioner, Local Inspector, or a registered design professional for the purpose of determining whether such buildings have any residential reuse potential.

(c) Issuance of demolition permit. The requirements set forth in this section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. No demolition permit shall be issued for a building that is subject to review, pursuant to Subsection A(1)(b) above, unless:

[1] It is determined that demolition is necessary, pursuant to Subsection A(1)(d) below.

[2] It is determined that said building has no residential reuse potential due to the existing condition of the structure or physical barriers to moving the structure such as significant trees, bridges, etc.

[3] The demolition delay period set forth in Subsection A(1)(f)

below has expired.

(d) Required demolition or repair.

[1] Demolition. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to order the building owner, or Town, to demolish a building at any time if it is determined that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

[2] Repair. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to require the applicant to take reasonable action to prevent the need for required demolition, which may include securing the building and making it safe so that it does not present an imminent and substantial danger to the public.

(e) Issuance of building, use, or occupancy permit.

[1] If it has been determined that a building has re-use potential pursuant to Subsection A(1)(b) above, no building permits shall be issued for the erection of a new building on the site of such building subject to review before issuing a demolition permit for such building subject to review in compliance with this section.

[2] If it has been determined that a building has been voluntarily demolished in violation of this section, no building permits shall be issued for new construction, or any use or occupancy permit for any use other than a park or recreational open space, with respect to the premises of such building for a period of two years after the date of the determination. As used herein, "premises" includes the parcel of land upon which the demolished building was located and all abutting parcels under common ownership or control.

(f) Procedure.

[1] A request for review of reuse potential pursuant to this section shall be made to the Building Commissioner or Local Inspector. The request shall be made by letter, email or any other method acceptable to the building official.

[2] (Reserved)

[3] (Reserved)

[4] After its receipt of an application, pursuant to this Subsection

A(1)(f), the following determinations shall be made:

[a] Whether immediate demolition is required pursuant to Subsection A(1)(d); and

[b] Whether said structure has any residential reuse potential pursuant to Subsection A(1)(c)[2].

[5] A determination shall be made within 20 days after the request. If it is determined that the structure does not require immediate demolition and that it does have reuse potential the applicant shall place a public notice in a local newspaper. The public notice shall take place only after the building commissioner's review and the issuance of a Certificate of Appropriateness for a Move-Off / Demolition has been issued from the Nantucket Historic Districts Commission pursuant to C. 395, Acts of 1970, as amended.

[a] Contents of public notice.

[6] Subject to the Chapter 139 Section 26A(1) of the Code of the Town of Nantucket (the so-called "demolition delay bylaw"), a house located at INSERT ADDRESS is being made available to any interested party subject to the ability to move the structure within ~~60 days~~ 180 days from the date of this publication, in addition to meeting any conditions imposed by the current owner. A letter of interest must be submitted to INSERT OWNER/CONTACT ADDRESS AND EMAIL with a copy provided to the Town of Nantucket Building Commissioner at 2 Fairgrounds Road or by e-mail at INSERT BUILDING COMMISSIONER E-MAIL within 30 days from the date of this publication. Letters of interest received after 30 days may be considered at the discretion of the property owner.

A published copy of said notice shall be presented to the Building Department. From the date of publication of said notice, any interested parties shall have 30 days to respond in writing. If any bona fide letters of interest, as determined by the Building Commissioner or Local Inspector, are received within the thirty-day period no demolition permit shall be issued for a period of ~~30-180~~ days thereafter.

[7] If no bona fide letters of interest are received within the thirty-day period, a demolition permit may be issued.

B. Form of application. The application for a building or use permit shall be

submitted in such form as shall be described by the Building Inspector and shall be accompanied by the required fee as hereinafter prescribed. Application for a permit shall be made by the owner or lessee of any building or structure or the agent of either. The application for the permit shall be accompanied by a plot plan of the proposed building, structure or use drawn to scale with sufficient clarity to show the nature and character of the work to be performed, including off-street parking and loading space, if required, the location of new and existing lot lines.

C. Accompanying documents. The application for a building or use permit shall be accompanied by the following documents, if applicable:

- (1) A Certified Copy of the Certificate of appropriateness issued by the Nantucket Historic Districts Commission pursuant to Ch. 395, Acts of 1970, as amended.**
- (2) Sewer permit.**
 - (a) For on-site septic systems issued by the Nantucket Board of Health pursuant to Title V, § 3.7, of the State Environmental Code.**
 - (b) For hook-ups to the public sewage system issued by the Superintendent of the Nantucket Department of Public Works pursuant to the Wastewater Systems Regulations Governing the Use of Common Sewers, of the Town and County of Nantucket, as amended.**
- (3) Order of conditions issued by the Nantucket Conservation Commission, pursuant to the State Wetland Protection Act (MGL c. 131, § 40), when a determination has been made that all or a portion of the property included in the building permit application is subject to the Wetland Protection Act. It is the responsibility of the applicant to file a request to determine applicability of the Wetland Protection Act if the applicant suspects that all or a portion of his property may be subject to the Act.**
- (4) Water well completion report establishing availability of water on property, if public water supply is unavailable.**
- (5) Certified copy of each Board of Appeals and Planning Board decision, including minor and major site plan review approvals, and of the plan approved by the Planning Board if the building permit is for a secondary dwelling, whichever may be relevant to the proposed project.
[Amended 4-14-1997 ATM by Art. 49, AG approval 8-5-1997]**

D. Issuance of permits. Upon receiving the application, the Building Inspector shall examine the same within a reasonable time after filing. The Zoning Enforcement Officer shall provide the Building Commissioner with a certificate of compliance with this chapter. If the application does not conform to the provisions of all pertinent local laws, the Building Commissioner shall reject such application in

writing, stating the reasons therefor, within 30 days of the submission of a complete application.

- (1) He shall inform the applicant of his right of appeal to the Board of Appeals in the event such application is rejected.
 - (2) If satisfied that the proposed work and/or use conforms to the provisions of this chapter and all laws and ordinances applicable thereto, he shall issue a building or use permit thereto, within 30 days of the submission of a complete application.
- E. Any permit issued shall be deemed abandoned and invalid unless the work authorized by it shall have been commenced within six months after its issuance; however, for cause, one or more extensions of time, for periods not exceeding six months each, may be granted in writing by the Inspector of Buildings. Work under such permit, in the opinion of the Inspector of Buildings, must proceed in good faith continuously to completion so far as is reasonably practicable under the circumstances.
- F. Revocation of permits. The Building Inspector may revoke any permit issued under the provisions of this chapter in case of any false statement or misrepresentation of fact in the application on which the permit was based or for any other cause set forth in this chapter.
- G. Posting of permit. A true copy of a permit placard issued to the applicant with the permit shall be kept on the site of operations open to public inspection during the entire time of prosecution of the work or use and until the completion of the same as defined on the application.
- H. Temporary permit. A temporary permit may, upon written request of an applicant, be authorized by a favorable vote of at least four members of the Board of Appeals for a nonconforming structure or use which the Board of Appeals finds necessary to promote the proper development of the community, provided that such nonconforming structure or use shall be completely removed upon expiration of the permit (unless previously made conforming or validated) without cost to the Town (unless the Town is the applicant). Such permit may be renewed annually for an aggregate period not exceeding three years.
- I. Payment of fees. No building or use permit shall be issued until the fees prescribed by the Select Board shall be paid to the Building Inspector.
- J. Compliance with permit. All work or uses shall conform to the approved application for which the permit has been issued as well as the approved plot plan.

Quantum of vote required for passage of this motion is 2/3.

FINANCE COMMITTEE MOTION: The Committee supports the Planning Board Motion.

ARTICLE 9

(Zoning Bylaw Amendment: Apartment Community)

To see if the Town will vote to take the following actions in regard to the following Zoning Bylaw § 139-8:

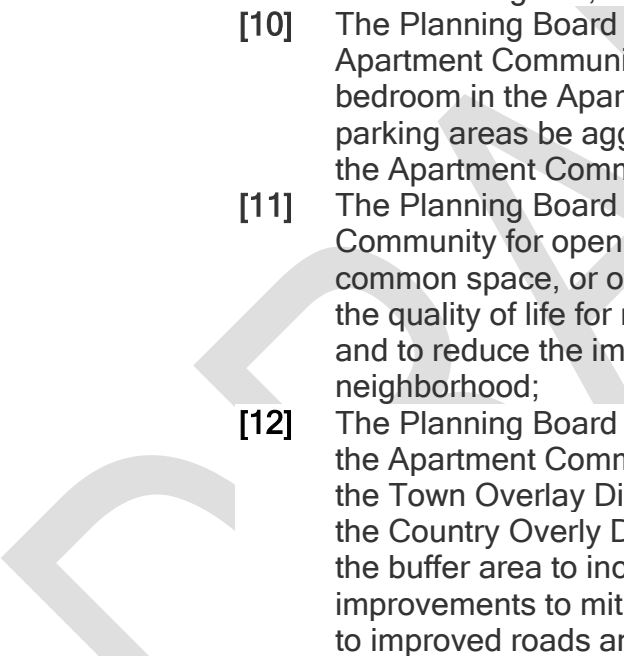
Amend Zoning Bylaw § 139-8, (Residential Development Options) by inserting the following, and that non-substantive changes to the numbering be permitted in order that it be in compliance with the numbering format of the Zoning Code of the Town of Nantucket:

- G. Apartment Community for Year-Round Housing. The Planning Board may issue a Special Permit to create an Apartment Community in any Zoning District, except the Commercial Industrial District (CI) and Moorlands Management District (MMD). The purpose of this provision is to incentivize the creation of year-round and relatively accessible housing opportunities with higher density and lower price points, and to increase the diversity of housing opportunities in all neighborhoods. This bylaw is intended to allow for aggregation of buildings, parking spaces, open areas and other features to improve design quality. Consistent design quality shall be applied to all dwelling units, and any restricted units shall be distributed evenly throughout the Apartment Community.

(1) Requirements.

- (a)** The following requirements shall apply in all Zoning Districts in which an Apartment Community is allowed:

- [1]** The minimum lot area requirement for an Apartment Community shall be 10,000 square feet;
- [2]** The term of all restrictions shall be in perpetuity or the longest term allowed by law;
- [3]** The application for an Apartment Community shall be subject to major site plan review, and the Planning Board may, in addition to the requirements included in §139-23, may require submission of additional documentation, including, without limitation structure and site plans and operation and management plans for the Apartment Community;
- [4]** The Planning Board shall be the sole special permit granting authority for any relief pursuant to any provision of this chapter for an Apartment Community and may grant waivers from the requirements herein through the issuance of a special permit.
- [5]** The Planning Board approval of a special permit for an Apartment Community shall not substitute for approval of a definitive subdivision or approval not required (ANR) plan;

- 
- [6] For all calculations that result in a fractional number, only fractions equal to or greater than 0.51 shall be rounded to the next highest whole number;
 - [7] 100% of the dwelling units in an Apartment Community shall be owner-occupied; shall be owned and utilized by a not-for-profit, religious, or educational entity; or shall be subject to a restriction limiting occupancy to a single year-round household with leases of not less than one-year;
 - [8] 25% of the total number of dwellings in an Apartment Community must be restricted to ownership and use by households earning at or below 240% of Area Median Income for Nantucket County, Massachusetts and shall be subject to an instrument restricting sale or rental to households earning at or below such limits;
 - [9] 100% of the dwelling units in an Apartment Community shall be subject to a restriction prohibiting short-term rental of any such dwelling unit;
 - [10] The Planning Board shall set a parking requirement for the Apartment Community of at least 0.75 parking spaces per bedroom in the Apartment Community, and may require that parking areas be aggregated or distributed separately within the Apartment Community and screened;
 - [11] The Planning Board may set a requirement in the Apartment Community for open space, green space, recreational space, common space, or other such community spaces to improve the quality of life for residents in the Apartment Community and to reduce the impact of the density of dwellings on the neighborhood;
 - [12] The Planning Board shall require a minimum buffer area in the Apartment Community of at least 5 feet or greater in in the Town Overlay District and at least 10 feet or greater in the Country Overly District. The Planning Board may require the buffer area to include plantings, fencing, walls, or other improvements to mitigate impacts to abutting properties and to improved roads and ways.

(2) Adjustments:

- (a) The Planning Board may provide for the following adjustments to the underlying zoning for the Apartment Community:
 - [1] The Planning Board may allow for up to one dwelling unit per 2,000 Square Feet of lot area in the lot or lots in the Apartment Community in zoning districts requiring less than 40,000 square Feet of lot area and up to one dwelling unit per 7,500 Square Feet of lot area in the lot or lots in the Apartment Community in zoning districts requiring 40,000

- Square Feet or more of lot area, a may require that the dwelling units be in a single structure or in multiple structures, as appropriate for the surrounding neighborhood;
- [2] The Planning Board may allow for the Apartment Community to have up to a total of 2.3 bedrooms per dwelling unit;
 - [3] The Planning Board may reduce setbacks in the Apartment Community upon the determination that the reduced required setbacks provide for sufficient screening and emergency vehicle access;
 - [4] The Planning Board may allow for an increase in the Apartment Community of the ground cover ratio of up to 50% in the Town Overlay District and up to 25% in the Country Overly District;
 - [5] The Planning Board may allow for multiple curb cuts in an Apartment Community, subject to consideration of and requirements for traffic safety and public safety.

(Steven Cohen, et al)

PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: The Planning Board determined that the quantum of vote for passage for a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the Economic Development Legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5 resulting in an increase in permissible density of population or intensity of a particular use in a proposed multi-family allowed by special permit.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

ARTICLE 10

(Zoning Map Change: CN to R-5 - 1 Beach Grass Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Commercial Neighborhood (CN) district in Residential-5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	885	1	Beach Grass Road

As shown on a map filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket be amended by placing the following property currently located in the Commercial Neighborhood (CN) district in Residential-5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	885	1	Beach Grass Road

As shown on a map filed herewith at the Office of the Town Clerk.

PLANNING BOARD COMMENT: The Planning Board determined that the quantum of vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the Economic Development Legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5 resulting in a modification concerning the yard size, lot area, setbacks, and building coverage requirements.

FINANCE COMMITTEE MOTION: The Committee supports the Planning Board Motion.

ARTICLE 11

(Zoning Map Change: LUG-2 to R-5 - 44 Skyline Drive)

To see of the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
79	990	44	Skyline Drive

- (1) Amend the Zoning Map of the Town of Nantucket by placing a portion of 44 Skyline Drive, currently located in the Limited Use General - 2 (LUG-2) zoning district, in the Residential-5 (R-5) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Stephen Maury, et al)

PLANNING BOARD MOTION: Moved not to adopt the Article.

PLANNING BOARD COMMENT: The Planning Board determined that the quantum of vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the Economic Development Legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5 resulting in a modification concerning the yard size, lot area, setbacks, and building coverage requirements.

FINANCE COMMITTEE MOTION: The Committee supports the Planning Board Motion.

ARTICLE 12

(Zoning Map Change: LUG-2 to R-5 and R-20 to R-5 - 13 and 13A Woodland Drive)

To see if the Town will vote to take the following actions in regard to the following properties:

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

- (1) Amend the Zoning Map of the Town of Nantucket by placing a portion of 13 Woodland Drive, currently located in the Limited Use General - 2 (LUG-2) zoning district, in the Residential-5 (R-5) zoning district and another portion of 13 Woodland Drive, currently located in the Residential-20 (R-20) zoning district, in the Residential-5 (R-5) zoning district; and,
- (2) Amend the Zoning Map of the Town of Nantucket by placing 13A Woodland Drive, currently located in the Residential-20 (R-20) zoning district, in the Residential-5 (R-5) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Stephen Maury, et al)

PLANNING BOARD MOTION: Moved not to adopt the Article.

PLANNING BOARD COMMENT: The Planning Board determined that the quantum of vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the Economic Development Legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5 resulting in a modification concerning the yard size, lot area, setbacks, and building coverage requirements.

FINANCE COMMITTEE MOTION: The Committee supports the Planning Board Motion.

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)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

NOTE: At its meeting on July 24, 2024, the Select Board acting as the Sewer Commissioners, voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

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)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

NOTE: At its meeting on July 24, 2024, the Select Board acting as the Sewer Commissioners, voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

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)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

NOTE: At its meeting on July 24, 2024, the Select Board acting as the Sewer Commissioners, voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 16

(Home Rule Petition: An Act to Amend the Nantucket Planning and Economic Development Commission (NP&EDC) Enabling Legislation)

This article is the text of Bill S.2467 of the 193rd General Court of the Commonwealth of Massachusetts, presented by Senator Julian Cyr at the request of the Town of Nantucket 2023 Annual Town Meeting.

Bill S.2467 adjusts the name and composition of the NP&EDC to create a Regional Planning Commission comprised of five directly elected members and six appointed members, one each from six different land use planning boards. The purpose is to create a path for more citizens to serve on the Commission through direct election without requiring them to serve on another board or Commission, and to add the Land Bank and Historical Commission to the existing appointed members. To make room for the additional at-large and appointed members, the Planning Board is represented by one member rather than five. The total membership remains at 11.

The article makes one change to the 9 year term limit provision of Bill S.2467, which is

*that members may serve more than 9 years, as long as those years are not consecutive. Words to be added are shown in **highlight** and words to be removed are shown in ~~strike out~~.*

To see if the Town will vote to request its representatives to the General Court to introduce the following special legislation, and permit the General Court to make changes to language or form to achieve the legislative intent:

SECTION 1. Section 1 of chapter 561 of the acts of 1973, as most recently amended by section 1 of chapter 347 of the acts of 2018, is hereby further amended by striking out section 1 and inserting in place thereof the following section:

Section 1. (a) In order to plan for the orderly and coordinated development and protection of the physical, environmental, social and economic resources of the islands of Nantucket, including the protection of ground, surface and surrounding waters, natural resources, open space and coastal resources, the provision of adequate facilities, including transportation and fair and affordable housing, and the preservation of historic resources, there is hereby established the Nantucket Regional Planning Commission.

(b) The commission shall consist of: 5 members, elected for rotating 3-year terms at the annual town election; and 6 members appointed annually to 1-year terms, 1 of whom is a representative of and appointed by the planning board of the town of Nantucket, 1 of whom is a representative of and appointed by the Nantucket Islands Land Bank Commission, 1 of whom is a representative of and appointed by the Nantucket Historical Commission, 1 of whom is a representative of and appointed by the Nantucket Housing Authority, 1 of whom is a representative of and appointed by the county commissioners of Nantucket county and 1 of whom is a representative of and appointed by the conservation commission of the town of Nantucket.

Any vacancy in the elected members shall be filled by a majority vote of the commission until the next regular town election, at which a new member shall be elected to serve the remainder of the vacated term, if any.

In no case shall any of the elected members or appointed members serve on the commission for more than 9 consecutive years ~~in total~~; provided, however, that this section shall not prevent members from serving on other elected or appointed public bodies at any time.

SECTION 2. Section 2 of said chapter 561, as so amended, is hereby further amended by adding the following paragraph:

The commission shall produce and make available for the annual town meeting a written report of its activities, annually.

SECTION 3. (a) At the first annual town election held after the effective date of this act, the voters of the town shall elect 1 member of the Nantucket Regional

Planning Commission for a term of 1 year and 1 member for a term of 2 years; provided, however, that if 3 seats are to be filled at said election, the voters shall also elect 1 member for a term of 3 years. All subsequently elected members shall be elected to rotating 3-year terms pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.

(b) Following the first annual town election held after the effective date of this act, the terms of members previously appointed to the commission by their respective boards and commissions shall terminate and appointments shall be made pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1

(c) Following the effective date of this act, members previously appointed at-large by the commission shall continue to serve in such capacity until the date their successor is qualified at the regular annual town election held in the calendar year in which their appointed term ends. At such election, the previously appointed at-large member of the commission shall be replaced with an elected member pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973. At no time shall the sum of elected members and previously appointed at-large members on the commission exceed 5 in total. In all such cases, previously appointed at-large members shall serve until successor elected members are elected and qualified.

~~SECTION 4. Years served prior to the effective date of this act shall not count towards the term limit established under the third paragraph of subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.~~

SECTION 5 4. This act shall take effect upon its passage.

Or otherwise act thereon.

(Hillary Hedges Rayport, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 17

(Real Estate Acquisition: 81 Washington Street Building)

To see if the town will vote to direct the select board to pursue the purchase of the building located at 81 Washington (known as the Saltmarsh Senior Center) owned by the Nantucket Center for Elder Affairs, inc. ("NCEA") for the sum of \$1.00 with the proviso that the building shall be used for the exclusive use of a senior citizen center and related activities until such time as the Town of Nantucket shall build a dedicated senior center at another location; or to take any other action relevant thereto.

(John H. Copenhaver, et al)

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

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