

Town and County of Nantucket Select Board • County Commissioners

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



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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD SEPTEMBER 25, 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/VGuh-EXPIgE>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_GQCEcVpzSRGFOPlh7q1edA

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Town Council Study Committee to Hold Public Forums on Proposed New Town Council Form of Government on Saturday, October 5, 2024 at 10:00 AM and Thursday, October 10, 2024 at 5:30 PM; Both Meetings to be Hybrid with In-Person at the Public Safety Facility Community Room at 4 Fairgrounds Road and Remote Via Zoom Webinar.
 3. 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 September 18, 2024 at 5:30 PM.
 2. Approval of Payroll Warrants for September 15, 2024.

3. Approval of Treasury Warrants for September 25, 2024.
4. Approval of Pending Contracts for September 25, 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. Applicant Introduction/Review of Applications and Appointments to Conservation Commission, Pursuant to Select Board Committee Appointment Policy.
2. Request for Waiver of Sewer Connection Permit Fee and Sewer Capacity Fees for Covenant Lot Located at 10 Field Avenue (Lot B on Plan No. 2024-4).

IX. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement of Town-owned Yard Sale Parcel Known as Parcel A, Clifford Street and Pocomo Avenue as Shown on Plan of Land Entitled "Fee Taking Plan, Plan to Acquire Land for General Municipal Purposes in Nantucket, Mass, Prepared for Town of Nantucket, Clifford Street & Pocomo Avenue," Dated January 5, 2011, Prepared by Charles W. Hart and Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Land Court Plan No. 34745-B, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

X. TOWN MANAGER'S REPORT

1. Review/Update of Municipal Yard Sale Program.
2. Update on Short-Term Rental Registration Program.
3. Update on Proposed Department of Public Works Facility.
4. September 17, 2024 Special Town Meeting Follow-up.
5. Monthly Town Management Report.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Announcement of Select Board Executive Session Vote Taken on September 12, 2024 to Approve Cultural Heritage Partners Special Counsel Engagement Letter; Update on Strategies for Turbine Blade Event Follow-up.
2. Committee Reports.

XII. 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



T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

TO: Nantucket Select Board
CC: Town Manager
FROM: John W. Giorgio, Esq, KP-Law, P.C., Town Counsel
RE: Short-Term Rental Community Impact Fee – **UPDATED September 22, 2024**
DATE: September 18, 2024

Libby

It is necessary to update this Memorandum which I sent you last week. This update involves the question whether the community impact fee must be remitted to the Department of Revenue for all rental contracts that commence on or after October 1, 2024, or is only applicable to rental contracts signed on or after October 1, 2014. After I sent this memorandum to you and the discussion that took place at the Select Board's meeting on September 18, 2024, the Department of Revenue issued a statement in response to an inquiry through Mass Connect in which the DOR states that the community impact fee is effective October 1, 2024, irrespective of when the rental contract was signed.

While I indicated at the Select Board Meeting that the applicability of the community impact fee was subject to interpretation, now that the DOR has subsequently issued its guidance, I recommend that the Town inform Short-Term Rental operators of the DOR position on this matter because the DOR has the statutory authority to administer G.L. c. 64G. Operators should, therefore, comply with the DOR directive by collecting and remitting the community impact fee to the DOR on all rentals contracts that commence on or after October 1, 2024. If any operator wishes to contest this guidance, they can do so directly to the DOR through Mass Connect.

You have asked me to provide information regarding the community impact fee for certain types of Short-Term Rentals.

BACKGROUND

Massachusetts General Laws Chapter 64G, §3D governs the assessment of community impact fees by a Town on certain types of Short-Term Rentals. There are two types of community impact fees for short-term rentals. The first is on professionally managed units and the second is on Short-Term Rental units that are located within a single-family, two-family or three-family dwelling that includes the operator's primary residence.

At the November 17, 2023, Special Town Meeting, the voters approved the adoption of the first community impact fee and set the percentage amount at 3% of the amount of the rental. The fee must be collected by the owner or operator and remitted to the Massachusetts

Department of Revenue (DOR) . The DOR in turn distributes the total amount of the revenue received from the fee to the Town on a quarterly basis. Because of the timing of the Town's notification to DOR of the adoption of the fee, the fee goes into effect on October 1, 2024. ~~It is not entirely clear from the DOR letter sent to all registered Short-Term Rental operators, but we think it is reasonable to interpret the statute to say that the fee will only be applicable to Short-Term Rental contracts that are signed on or after October 1, 2024.~~ **Please see the revised opinion above.**

Please be advised that the revenue received by the Town from DOR for the community impact fees must be treated as follows: 35% of the revenue must be placed in a receipts reserved for appropriation account and can only be expended by the Town pursuant to a Town Meeting vote for infrastructure or affordable housing. The remaining 65% is General Fund revenue. (It should be noted that at the 2023 Special Town Meeting, there was a warrant article to create a special purpose stabilization fund for affordable housing and to dedicate that 100% of the community impact fee revenue to that fund, but the vote on the motion did not garner the necessary two-thirds vote required by law for such a dedication.)

WHAT TYPTES OF SHORT-TERM RENTALS ARE LIABILITY TO PAY THE COMMUNITY IMPACT FEE

As previously mentioned, the Town has only adopted the community impact fee on "Professionally-Managed Units" Short-Term Rentals, which are defined in G.L. c. 64G as "1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family, two-family or three-family dwelling that includes the operator's primary residence."

I interpret this definition as follows: if the dwelling unit meets the definition of a Short-Term Rental in G.L. c. 64G, it is subject to payment of the local rooms occupancy tax under all circumstances, With respect to the community impact fee on professionally managed units, however, the following requirements must be met before the community impact fee is required to be paid:

1. An operator of a Short-Term rental must rent at least 2 Short-Term Rental units in the Town whether the two units are located on the same lot or on separate lots within the Town.
2. If one or both of the rental units is located within a single-family, two-family, or three-family dwelling unit that includes the operator's primary residence, the unit is not subject to the community impact fee.

The critical issue is whether the rental unit is located "within " a dwelling unit that includes the operator's primary residence. Accordingly, it is my opinion that where there are at least two dwelling units located on a lot, but the units are detached from the primary residence of the operator, all of the rental units would be subject to payment of the fee. This would include any free-standing structure that is suitable to rent and would include a cottage, a pool house, a guest house, or any other type of free-standing rental including a detached garage. If, however, the garage is attached to the primary dwelling (single family home of the operator) that unit

would not be subject to the fee because it would be “within” the primary residence of the operator.) Regardless of the rental activity on the same lot as the primary dwelling, any other short-term rentals located on other lots within the Town operated by the same person would be subject to payment of the fee.

WHAT IS THE RELATIONSHIP BETWEEN THE TOWN’S GENERAL BYLAW RELATING TO THE REGISTRATION AND OPERATION OF SHORT-TERM RENTALS, THE REQUIREMENT FOR PAYING THE LOCAL ROOMS OCCUPANCY TAX AND THE COMMUNITY IMPACT FEE, AND ANY ZONING BYLAW RELATING TO SHORT-TERM RENTALS AND NANTUCKET VACATION RENTALS?

The Town’s Short-Term Rental General Bylaw (§123 of the Town Code) and the Board of Health Regulations (§338) require a separate certificate of registration and payment of the applicable fee for each dwelling unit that is offered for rent as a Short-Term Rental, regardless of whether the Short-Term rental is located on the same lot as another Short-Term Rental. Currently, under the Board of Health regulations governing Short-Term Rentals, the fee is \$250 per year for each dwelling unit for which a certificate of registration is requested. A separate certificate of registration is required for each dwelling unit regardless of the number of dwelling units located on a lot. Under G.L. c. 64G, anyone operating a Short-Term Rental must also register with the DOR and pay any applicable fees.

For each dwelling unit that is operated as a Short-Term Rental, the operator must remit to DOR the applicable state and local rooms occupancy tax and the community impact fee as follows.

State rooms occupancy tax	– 5.7%
Local rooms occupancy tax	– 6%
Community impact fee	– 3%

The total for all taxes and fees, therefore, is 14.7%. The DOR will remit back to the Town the local rooms occupancy tax and the community impact fee. I would also point out that the responsibility for registering all dwelling units operated as Short-Term Rentals has been in place since the effective date of the Town bylaw (subject to the establishment of the Registry by the Town) as well as the DOR regulations. The only requirement that was added recently and that is effective on October 1, 2024, is the obligation to pay the 3% community impact fee.

In additional to the registration requirements contained in §123 of the Town Code, any Short-Term Rental may be subject to zoning regulations should one of the zoning bylaw amendments proposed at the September 17, 2024, special town meeting be adopted and approved by the Attorney General. It is also likely that additional general bylaw regulations may be proposed at a future town meeting.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
September 25, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grants						
Grant Agreement	Culture & Tourism	Artists Association of Nantucket	\$2,500	Community Development Investment for art classes	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Culture & Tourism	Bulgarian Education School	\$2,500	Community Development Investment for Bulgarian culture preservation classes	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Culture & Tourism	Dreamland Theatre	\$2,500	Community Development Investment for Latino Heritage Month event	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Culture & Tourism	Egan Maritime Institute	\$2,500	Community Development Investment for Sunset Sea Shanty Community Concerts	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Culture & Tourism	NCTV	\$3,000	Community Development Investment for New Moon Fest	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Culture & Tourism	Nantucket Historical Association	\$2,500	Community Development Investment for activities at Children's Beach with Morton the Sea Monster	Cultural District State Grants	Aug 1, 2024 – Dec 31, 2024
Grant Agreement	Human Services	Nantucket Lighthouse School	\$20,000	Provide wellness and behavioral health support to Island educators	State Grant, Strategic Fund	Jul 1, 2024 – Jun 30, 2025
Contractual Services						
Residential Lease	Housing	The Island Properties, LLC	\$43,800	1BR apartment	Housing Budget – General Fund	Oct 15, 2024 – Oct 14, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$27,600	2 Gooseberry Place, Unit 1A – studio apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$27,600	2 Gooseberry Place, Unit 1B – studio apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025

Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$50,400	2 Gooseberry Place, Unit 1E – 2BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$50,400	2 Gooseberry Place, Unit 2B – 2BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$38,400	2 Gooseberry Place, Unit 2D – 1BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$50,400	3 Gooseberry Place, Unit 1A – 2BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$38,400	3 Gooseberry Place, Unit 2A – 1BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$50,400	3 Gooseberry Place, Unit 2C – 2BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$72,000	7 Gooseberry Place, Unit 1C – 3BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Residential Lease	Housing	Richmond Meadows Two P5P6, LLC	\$38,400	7 Gooseberry Place, Unit 2D – 1BR apartment	Housing Budget – General Fund	Nov 1, 2024 – Oct 31, 2025
Professional Services Agreement	Marine	Ludlow Memorial Company, Inc.	\$72,800	Supply & installation of security fencing at Marine Maintenance Bldg	Article 10 - 2020 ATM	Sep 25, 2024-Sep 24, 2027
Professional Services Agreement	Natural Resources	Hooper Marine Ecosystem Research, LLC	\$793,201.62	Ecological surveys to monitor changes in species in Nantucket Harbor	Article 10 - 2024 ATM; Article 10 – 2023 ATM	Oct 1, 2024 – Sep 30, 2027
Purchase Agreement	Public Works/Parks & Recreation	New England Recreation Group	\$24,366	Purchase of replacement parts for Children's Beach Playground	Parks & Rec Budget - Repair & Maintenance: Grounds	Oct 1, 2024 – Dec 31, 2024
Professional Services Agreement	Public Works/Parks & Recreation	Classic Turf Company, LLC	\$1,200,000	Jetties tennis court reconstruction	Article 17 - 2024 ATM	Sep 25, 2024 – May 31, 2025
Purchase Agreement	Public Works	Milton Caterpillar	\$149,700	Purchase of replacement CAT 420 backhoe	Capital – Article 10 – 2024 ATM: Backhoe	Sep 1, 2024 – Nov 1, 2024

Purchase Agreement	Public Works	Turf Products Corp.	\$105,639.43	Purchase of replacement turf maintenance equipment	Capital – Article 10 - 2024ATM; Parks & Rec Budget – Professional Services	Sep 18, 2024 – Dec 1, 2025
Purchase Agreement	Sewer	Milton Caterpillar	\$379,850	Purchase of replacement CAT excavator	Article 22 – 2024 ATM	Oct 1, 2024 – Sep 30, 2025
Purchase Agreement	Sewer/Stormwater	Marcotte Ford Sales, Inc.	\$74,150	Purchase of replacement Ford F350 utility Truck	Article 22 - 2024 ATM	Oct 1, 2024 – Sep 30, 2025
Purchase Agreement	Sewer	Allegiance Trucks	\$192,536	Purchase of replacement International truck with crane	Article 22 - 2023 ATM	Oct 1, 2024 – Sep 30, 2025
Contract Amendment	Sewer	CDM Smith, Inc.	Add \$48,500 to original amount of \$251,200 for amended amount of \$299,700	Additional sampling at Surfside WWTF for wastewater PFAS	Article 18 - 2022 ATM	Aug 1, 2023 – Dec 31, 2024
Professional Services Agreement	Town Administration	SMRT, Inc.	\$40,000	On-call oversight work on seasonal dorm at 19 Waitt Drive	Article 17 - 2023 ATM	Oct 1, 2024 – Sep 30, 2025

Conservation Commission Vacancy Applicants:

Conservation Commission

1 Seat Available, 2 Applicants

1 Seat Term Ends 2026

Current Committee Members:

Seth Engelbourg	2025
Michael V. Misurelli	2025
Joseph W. Plandowski	2025
Tim Braine	2026
VACANT	2026
Linda Williams	2027
John M. Schafer	2027

Applicants:

RJ Turcotte
Grant Sanders



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

RECEIVED

AUG 16 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: RJ Turcotte

Home Phone: _____

Mailing Address: 6 Ash Ln, Apt. 2, Nantucket, MA 02554

Alternate Phone: 508-981-7908

Email Address: rturcottejr@gmail.com

Date Submitted: 8/16/24

REQUESTING APPOINTMENT TO: Nantucket Conservation Commission

Reasons for Committee Interest

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

- 1) I've attended Concom continuously from 2019-2024.
- 2) I'd like to use my training and expertise to protect and improve the community & leave.
- 3) 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?

BS, Marine Biology, U. of Rhode Island (2015); extensive professional experience in ecological restoration, water quality testing, and natural resource protection; Extensive experience in permitting in Commonwealth of Massachusetts; Certified by the Massachusetts Association of Conservation Commissions (October 2022).

I'd like to volunteer my scientific expertise to leave Nantucket better than I found it.

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.

Bicycle & Pedestrian Advisory Committee, Vice Chair (2021-present)

Nantucket Waterkeeper, Nantucket Land & Water Council, (2019-present)*

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

No.

*With assistance of Legal counsel, I have drafted a disclosure of Appearance of Conflict of Interest as legally required by G.L. c. 268A, § 23(b)(3). I look forward to discussing this further throughout the appointment process.



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

RECEIVED

AUG 16 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: Grant Sanders Home Phone: 508.826.1334

Mailing Address: 14 Dennis Drive 02554 Alternate Phone: _____

Email Address: grant@caffeinated.com Date Submitted: 8/16/24

REQUESTING APPOINTMENT TO: Conservation Commission

Reasons for Committee Interest

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

I have attended a few ConCom meetings over the years but not as many as other meetings. I'm applying because a few people who care about the island who always put Nantucket first asked me to apply. I see an opportunity to bring some unity to the commission. I can commit to any meeting schedule necessary to do the people's work.

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 bring a love of the island and a scientific mind to the process. I am also a good communicator and I have the ability to work with anyone.

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.

Zero conflicts

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

No.

NANTUCKET SELECT BOARD

Policy Statement and Procedures for Appointments to Committees, Commissions, Boards Adopted: May 19, 2021

BASIC GOAL

To encourage active citizen participation and involvement in local government affairs by encouraging local residents with expertise, skills, interest, and energy to seek appointment to the Town's Committees, Boards and Commissions. And, to expand the Town's outreach to its citizens to ensure that we engage as many diverse perspectives as possible to build and encourage awareness, understanding and appreciation through a lens of diversity, equity and inclusion.

POLICIES IN SUPPORT OF THE BASIC GOAL

- A. The Town will maintain a recruiting system, known as the Volunteer Talent Bank (Talent Bank), to find and appoint interested local residents who are best qualified by education, training and experience to contribute effectively to the work of the committee, commission or board. To the extent practical, the Select Board shall announce its intention to meet candidates for appointment and allow them to introduce themselves and review their applications no less than two weeks in advance of appointments.
- B. When an announcement is made by the Board regarding any vacancies, the Board will require that applicants file a Committee Appointment application. Following a public meeting with the applicant(s) at which the Board may ask questions, and/or the applicant may ask questions, a candidate shall be selected in accordance with the following procedure:

RECOMMENDED VOTING PROCEDURES FOR ANNUAL APPOINTMENTS

1. The Board reviews a list of openings for annual appointments with a committee appointment timeline in early April.
2. In mid-April, members of committees, commissions, boards whose terms are expiring are notified and asked if they would like to apply for reappointment. Incumbent Committee Interest Forms are mailed to all of these members and they are asked to respond in writing to indicate if they request re-appointment, or not. Incumbents need to meet the same deadlines as listed on the committee appointment timeline.
3. Annual committee openings are advertised in the local newspaper for four weeks, as well as on the Town website. Additionally, the openings are announced at the Board's weekly meetings starting in mid-April through the end of May.
4. Applications will be accepted only by the deadlines outlined in the annual Committee Appointments Timeline for all committees, commission and boards.

5. The Select Board holds two meetings to allow applicants to address the Board and review their applications.
6. Committee appointments are made at the last Select Board meeting of June, which date shall be at least one week after the names and applications of all applicants have been made public.
 - a. At this meeting, the Select Board may appoint, by majority vote, a candidate to fill any seat. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
 - b. The Chair shall ask Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.
 - c. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
 - d. The candidate(s) with the majority of votes will be appointed.
 - e. Any committee seats not filled will continue to be posted on the Town website and routinely advertised as vacant.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

RECOMMENDED VOTING PROCEDURES FOR VACANCIES THROUGHOUT THE YEAR

The Board's intent to fill vacancies will be noted on its regular meeting agenda for at least two weeks and applications of prospective candidates will be included in the Board's agenda packet to allow the Board and the public to review the prospective candidates' credentials. The vacancy will also be advertised in the Inquirer & Mirror for a minimum of two weeks as well as on the Town's website. Applications will be accepted only by a certain deadline for all committees, commission and boards.

1. Immediately following a meeting with candidates for appointment, the Select Board may appoint, by majority vote, a candidate to fill any vacancy. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
2. Immediately following a meeting with candidates for appointment, the Chair shall ask

Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.

3. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
4. The candidate(s) with the majority of votes will be appointed.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

ADMINISTRATION OF THE VOLUNTEER TALENT BANK

The Town Administration office shall be responsible for the Talent Bank data and all administrative materials, records and processes.

PUBLIC INPUT REGARDING CANDIDATES FOR APPOINTMENT

Any citizen may convey their support or objection of an individual's appointment/ reappointment through written notice to the Town Manager's Office. Town Administration shall forward any written comments concerning appointments/reappointments to the Select Board and to the person cited.

This policy may be amended by the Select Board at any time.



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	9/25/2024

Staff

Erika D. Mooney, Operations Administrator

Kristie Ferrantella, Housing Director

Subject

Request for Waiver of Sewer Connection Permit Fee and Sewer Capacity Fees for Covenant Lot Located at 10 Field Avenue (Lot B on Plan No. 2024-4).

Executive Summary

In accordance with the Board's Sewer Waiver Policy for covenant properties, Attorney David Buckey, representing his client, Manolo Hernandez, is requesting a waiver of the Sewer Connection Permit Fee and Sewer Capacity Fees in conjunction with the covenant lot Mr. Hernandez owns at 10 Field Avenue (portion).

Staff Recommendation

Approve a 50% Sewer Connection Permit and Capacity Fee waiver, consistent with Town policy and past practice.

Background/Discussion

This is a request in accordance with policy and past practice and will aid in the creation of year-round housing for the Hernandez household specifically and the community overall. The Select Board's policy says that up to 50% of both the connection and capacity fee may be waived if the unit is restricted between 100% and 150% of AMI. The covenant creation program restricts the property to 150% AMI in perpetuity.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Compliance with the Town's sewer policy. Support of year-round housing.

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

Email from David Buckley; Housing Nantucket Qualified Purchaser's Certificate; Housing Nantucket Certificate of Compliance (the lot is an approved covenant lot); 10 Field Avenue, Lot B Deed; Plan No. 2024-4; Sewer Fee Waiver Policy (as updated on 11/2/2022)



From: [David Buckley](#)
To: [Erika Mooney](#)
Cc: [Kristie Ferrantella](#); [MANNY DJ](#)
Subject: Manolo Hernandez / 10 Field Avenue (Lot B on Plan No. 2024-4) / Request for Waiver of Sewer Connection and Sewer Capacity Fee
Date: Thursday, May 30, 2024 5:11:53 PM
Attachments: [863_5_20_2024.pdf](#)
[861_5_20_2024.pdf](#)
[868_5_20_2024.pdf](#)

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

Dear Erika,

I hope this finds you well. On behalf of my client Manolo “Manny” Hernandez (cc’d above), I am respectfully requesting that the Select Board grant a waiver of the Sewer Connection and Sewer Capacity Fees for sewer connection work that is to be performed at the covenant home Manny recently purchased at 10 Field Avenue (Lot B on Plan No. 2024-4). I have attached the following: (i) a copy of the recorded deed; (ii) a copy of the recorded Qualified Purchaser’s Certificate issued by Housing Nantucket; and (iii) a copy of recorded Certificate of Compliance issued by Housing Nantucket. If you need any additional information/documentation to consider this request, please let me know.

Thank you for your assistance.

All the best,
David

David J. Buckley
The Law Office of David J. Buckley LLC
12 Main Street, 2nd Floor
P.O. Box 128
Nantucket, MA 02554
Office: 508-257-1240
Cell: 508-221-0750
Fax: 508-374-5880
david@dbuckleylaw.com
www.dbuckleylaw.com

Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call us immediately to verify the information prior to sending funds.

This message contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended solely for the use of the addressee(s) named above. Any disclosure, distribution, copying or use of the information by others is strictly prohibited. If you have received this message in error, please advise the sender by immediate reply and delete the original message. Emails sent or received shall neither constitute acceptance of conducting transactions via electronic means nor shall create a binding contract in the



HOUSING NANTUCKET



Bk: 1975 Pg: 161 Page: 1 of 1
Doc: CERT 05/20/2024 11:14 AM

Housing the Nantucket Community Since 1994

Nantucket Housing Needs Covenant Program Qualified Purchaser's Certificate

This certifies that the household comprised of the following individuals:

Manolo Hernandez

has/have submitted sufficient proof to meet the criteria outlined in the Nantucket Housing Needs Covenant Regulation for the above referenced subprogram.

Issue Date: April 2, 2024 Valid Through: April 2, 2025.

Nantucket Housing Authority by NHA Properties, Inc., its Agent
d/b/a Housing Nantucket, by Executive Director:
(for authority, please see Book 1262, Page 340)

Anne Kuszpa

Anne Kuszpa

THE COMMONWEALTH OF MASSACHUSETTS

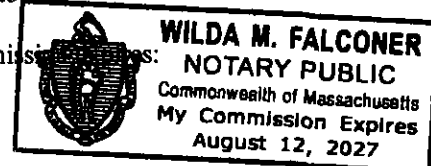
May 15, 2024

Nantucket County, ss.

On this 15 day of May 2024, before me, the undersigned Notary Public, personally appeared Anne Kuszpa, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed above, and acknowledged to me that she signed it voluntarily for its stated purpose.

Wilda M. Falconer
Notary Public

My commission expires:



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Registrar of Deeds

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

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



HOUSING NANTUCKET



Bk: 1975 Pg: 194 Page: 1 of 1
Doc: COC 05/20/2024 11:14 AM

Housing the Nantucket Community Since 1994

**Nantucket Housing Needs Covenant Program
Secondary Lot Subprogram
Certificate of Compliance**

This certifies that purchase by the Qualified Purchaser (s):

Manolo Hernandez

from the Qualified Seller(s):

Norman W. Chaleki, Trustee of the Norman and Joan Realty Trust

complies with the Nantucket Housing Needs Covenant and Nantucket Housing Needs Covenant Regulation for the above referenced Subprogram, for the conveyance, sale or transfer of the unit known as:

10 Field Avenue, portion of

including, but not limited to: Unit sale price being at or below the applicable Maximum Sale/ Resale Price of \$702,465. Qualified Seller having paid the applicable Transfer Fee to Housing Nantucket; execution of the applicable form of the Nantucket Housing Needs Covenant; execution of the Nantucket Housing Needs Program Authority Mortgage.

Nantucket Housing Authority by NHA Properties, Inc., its Agent
d/b/a Housing Nantucket, by Executive Director:
(for authority, please see Book 1262, Page 340)

Anne Kuszpa

Anne Kuszpa, Executive Director

THE COMMONWEALTH OF MASSACHUSETTS

May 15 2024

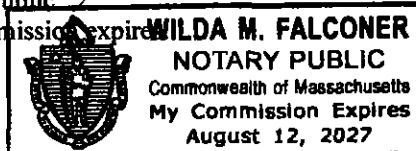
Nantucket County, ss.

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Notary Public

My commission expires

Wilda M. Falconer



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Farrell Registrar of Deeds

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

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



Bk: 1975 Pg: 156 Page: 1 of 4
Doc: DD 05/20/2024 11:14 AM

QUITCLAIM DEED

WE, ROBERT JAMES REID, JR. and NORMAN W. CHALEKI, Trustees of NORMAN AND JOAN REALTY TRUST, u/d/t dated April 12, 2005 and recorded in Book 961, Page 104; as affected by an Amendment dated November 10, 2009 and recorded in Book 1207, Page 130; as further affected by an Appointment and Acceptance dated March 5, 2020 and recorded in Book 1744, Page 185, for consideration paid of SEVEN HUNDRED AND TWO THOUSAND FOUR HUNDRED SIXTY FIVE AND 00/100 DOLLARS (\$702,465.00) grant to MANOLO HERNANDEZ, of Nantucket, Massachusetts with a mailing address of PO Box 3582, Nantucket, MA 02554,

with QUITCLAIM COVENANTS,

That certain parcel of land, with the buildings and improvements thereon, located in the Town and County of Nantucket, in the Commonwealth of Massachusetts, being a portion of the premises now known and numbered as 10 Field Avenue, as more particularly described as follows:

NORTHERLY	by Lot A on three courses on plan hereafter mentioned, two hundred three and 99/100 (203.99) feet, and
EASTERLY	by land now or formerly owned by Nantucket Island Land Bank, seventy and 30/100 (70.30) feet; and
SOUTHERLY	by land now or formerly owned by Curtis C. Wohlers, one hundred ninety-three and 34/100 (193.34) feet; and
WESTERLY	by Field Avenue, ninety-six and 00/100 (96.00) feet.

Said land is shown as Lot B upon a plan by Blackwell & Assoc., Inc., recorded with the Nantucket Registry of Deeds as Plan No. 2024-4, and contains 16,000 square feet, more or less, according to said plan.

Said land is conveyed subject to the following matters:

1. Rights to use the Ways in common with others entitled thereto as shown on Plan Book 17, Page 50, for passage and installation of utilities, as set forth in Deed dated October 1, 1969 and recorded in Book 134, Page 55 and Deed dated December 19, 1969 and recorded in Book 134, Page 221.

2. So much of the land which lies within Field Avenue as shown on Plan Book 17, Page 50 is subject to rights of others in and over the same.
3. Easement in favor of New England Telephone and Telegraph Company, dated June 14, 1971 and recorded in Book 136, Page 150.
4. Right of Way easement in favor of owners on Plan Book 17, Page 50 and Plan 8-D, dated January 22, 2004 and recorded in Book 870, Page 302.
5. Special Permit, dated January 8, 2024 and recorded in Book 1975, Page 129.
6. Nantucket Housing Needs Covenant, Secondary Lot 150 Form, dated February 27, 2024, and recorded in Book 1975, Page 133.

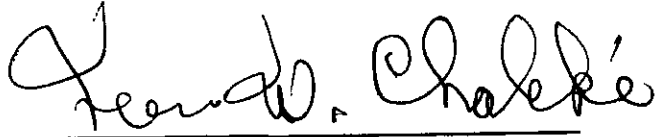
For title, see deeds recorded in the Nantucket Registry of Deeds in Book 1207, Page 128 (Confirmatory) and Book 961, Page 109.

WE, ROBERT JAMES REID, JR. and NORMAN W. CHALEKI, Trustee of NORMAN AND JOAN REALTY TRUST, hereby certify as follows:

1. We are the only Trustees of said Trust.
2. Said Trust is in full force and effect and has not been amended, modified, revoked, or terminated as of the date hereof.
3. We have full power and authority and have been authorized and directed by all of the beneficiaries of said Trust to enter into a sale transaction with respect to aforementioned premises, and in connection therewith to execute, acknowledge, and deliver, on behalf of said Trust, any and all documents with respect to said transaction, including, but not limited to, this Quitclaim Deed for the consideration set forth above.
4. No beneficiary of said Trust, or a spouse, civil union partner, ex-spouse or ex-civil union partner of a beneficiary occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property, as set forth in M.G.L. Chapter 188.
5. No beneficiary of said Trust is a minor, incompetent to act, a personal representative of an estate subject to estate tax liens, or a corporation selling all or substantially of its assets.

(the signature page follows.)

Executed and sealed under the pains and penalties of perjury on May 15, 2024.

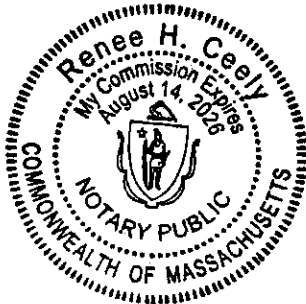


NORMAN W. CHALEKI, TRUSTEE
NORMAN AND JOAN REALTY TRUST

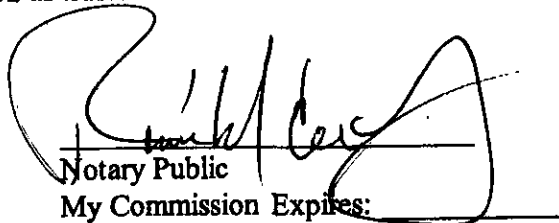
COMMONWEALTH OF MASSACHUSETTS

County of Nantucket, ss.

On the 15 day of May, 2024, before me, the undersigned notary public, personal appeared Norman W. Chaleki, Trustee of Norman and Joan Realty Trust (a) X personally known to me; or (b) _____ provided to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed as trustee of said trust.



Apply stamp



Notary Public
My Commission Expires: _____

[signature page 1 of 2 to Quitclaim Deed.]

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	<u>0</u>
☐ Non-applicable	
No. <u>44512</u>	Date <u>5/20/24</u>
Authorization <u>WW</u>	

MASSACHUSETTS EXCISE TAX
Nantucket County ROD #16 001
Date: 05/20/2024 11:14 AM
Ctrl# 466843 17669 Doc# 00000861
Fee: \$3,203.40 Cons: \$702,465.00

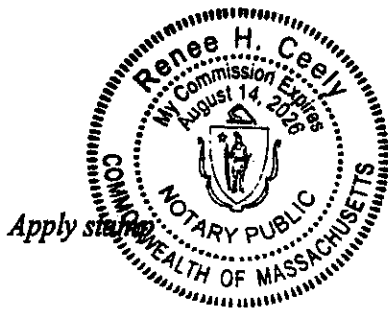
Executed and sealed under the pains and penalties of perjury on May 15, 2024.

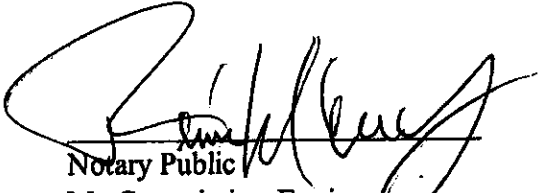

 ROBERT JAMES REID, JR., TRUSTEE
 NORMAN AND JOAN REALTY TRUST

COMMONWEALTH OF MASSACHUSETTS

County of Nantucket, ss.

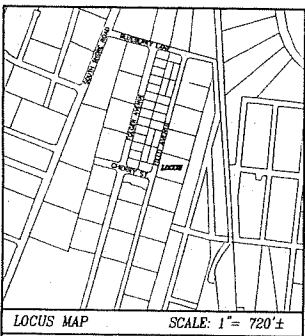
On the 15 day of May, 2024, before me, the undersigned notary public, personal appeared Robert James Reid, Jr., Trustee of Norman and Joan Realty Trust (a) X personally known to me; or (b) _____ provided to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed as trustee of said trust.




 Notary Public
 My Commission Expires: _____

[signature page 2 of 2 to Quitclaim Deed.]

NANTUCKET COUNTY Received & Entered
 Attest: Jennifer H. Ferreira, Register of Deeds



CURRENT ZONING CLASSIFICATION:
Limited Use General 1 (LUG-1)

MINIMUM LOT SIZE: 40,000 S.F.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
SIDE/REAR SETBACK: 10 FT.
GROUND COVER %: 7%

NANTUCKET REGISTRY OF DEEDS

Date: April 26, 2024

Time: 11:10 AM

Plan No.: 2024-4

Attest: *Cynthia H. Ferreira*
Register

SHEET 1 OF 1

RESERVED FOR REGISTRY USE



Bk: Pg: 0 Page: 0
Doc: PLAN 04/26/2024 11:10 AM

BEING A DIVISION OF
LOT 30 SHOWN ON PLAN BOOK 17, PAGE 50

Plan of Land
in

Nantucket, Mass.

Prepared for

NORMAN W. CHALEKI

JOAN C. CHALEKI

Scale: 1" = 20' December 08, 2023

BLACKWELL & ASSOCIATES, Inc.

Professional Land Surveyors

20 TEASDALE CIRCLE

NANTUCKET, MASS. 02554

(508) 228-9026

GRAPHIC SCALE



NOTE:
SPECIAL PERMIT REQUIRED TO ALLOW DIVISION UNDER Ch. 139-8C.

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

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

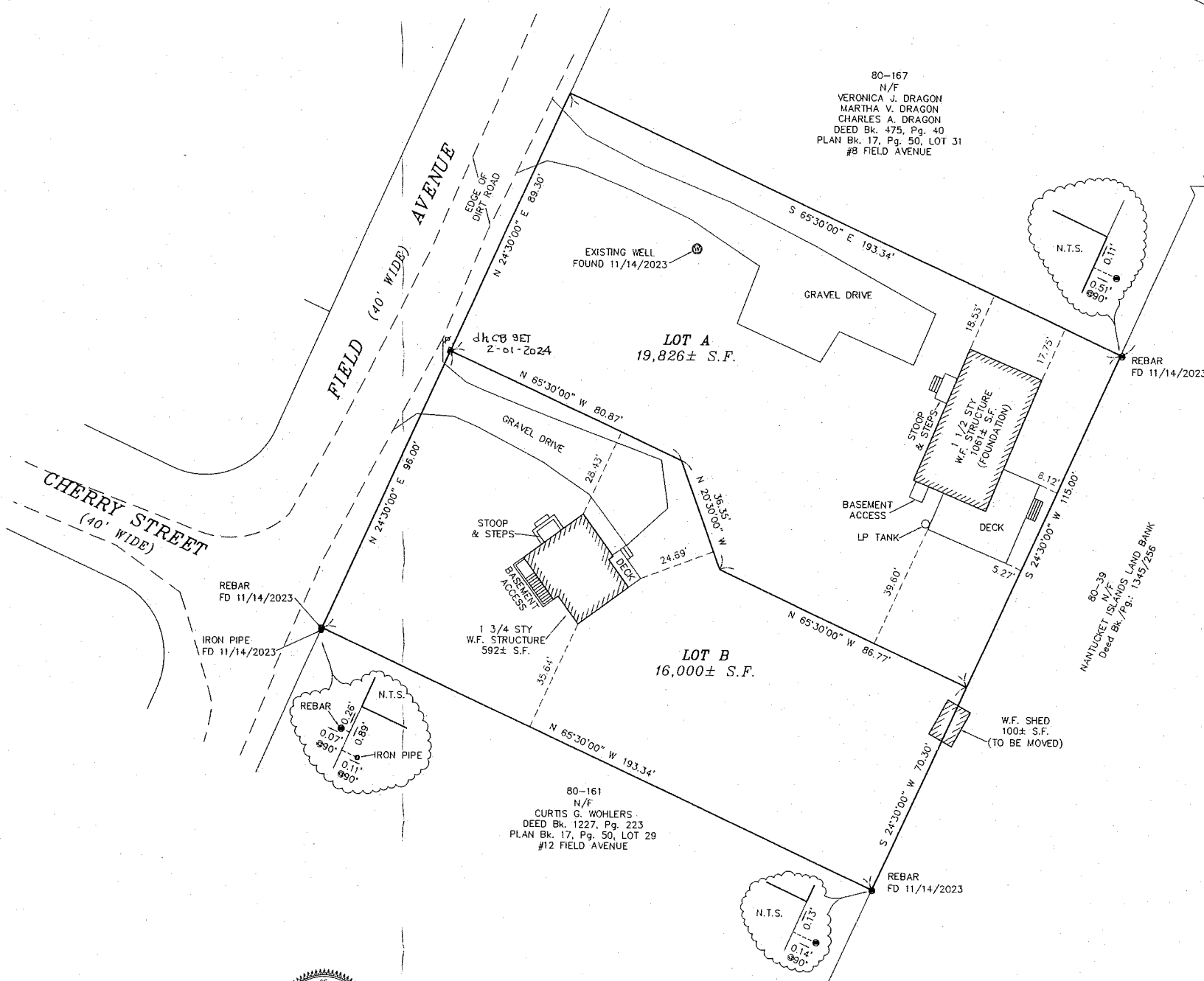
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01-11-2024 12:04:01 PM
DATE SIGNED FILE #

B9210

LEGEND

- REBAR @ DENOTES RE-BAR MONUMENT FOUND
- dhCB FD 11/17/2023 DENOTES CONCRETE BOUND WITH DRILL HOLE FOUND
- P. @ DENOTES CONCRETE BOUND WITH DRILL HOLE TO BE SET



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTER OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.

Jeffrey L. Blackwell
PROFESSIONAL LAND SURVEYOR DATE 12-21-2023

NOTE:

LOT(S) A & B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED
TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW
BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND
BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

OWNER OF RECORD

NORMAN W. CHALEKI
JOAN C. CHALEKI
NORMAN AND JOAN REALTY TRUST
DEED Bk. Pg.: 1207/128
PLAN Bk. Pg.: 17/50, LOT 30
ASSESSOR'S MAP: 80 PARCEL: 164
#10 FIELD AVENUE



TOWN & COUNTY OF NANTUCKET
SELECT BOARD
POLICY FOR SEWER FEE WAIVER REQUESTS
Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020, 11/02/2022

I. Policy.

The Select Board, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. The Board hereby further determines that is in the public interest to encourage the production of housing units that qualify on the Town's Subsidized Housing Inventory, particularly where they contribute to a period of Safe Harbor relative to the Commonwealth's Chapter 40B law. Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

The Select Board may, at its discretion, waive the sewer connection fee or the Sewer Capacity Fee upon the request of a property owner, developer, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are part of a project where a minimum of 25% of the units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the eligible unit or units by timely providing all required documentation and notifying the Town Manager when a building permit issues and when an occupancy permit issues.

In the case where less than all of the units in the project are income-restricted, the Select Board may waive up to 100% of both sewer fees where the unit is restricted at 80% AMI or less, up to 75% of both fees where the unit is restricted between 81% and 100% AMI, and up to 50% of both fees where the unit is restricted between 101% AMI and 150% AMI. In the case where all of the units in a project are income-restricted, 100% of both sewer fees may be waived as long as a minimum of 25% of the total number of units are SHI-eligible. In exercising its discretion, in applying the policy, the Select Board may consider the total value of Town subsidies for the

project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, or are subject to a permanent deed restriction serving households at 175% AMI or less that is satisfactory to the Town, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.

In addition to those waivers which the Select Board may grant for income-restricted dwelling units, during the period in which the Town is under its 10% requirement relative to the Commonwealth's Chapter 40B law, the Select Board may also determine that it is in the public interest to consider reductions only, on a case-by-case basis, to one or both of the Town's fees required as a condition of the connection of unrestricted, so-called 'market-rate', dwelling units within a Workforce Rental Community, as such is defined and described in Section 139-2 and Section 139-8(D)(2) of the Town of Nantucket Zoning Bylaw, that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008, to encourage the further development of mixed-income rental housing communities and private investment in the creation, upgrade, extension, replacement, and repair of private and public sewer infrastructure serving the Town of Nantucket and its citizens and landowners.

Accordingly, it is the Nantucket Sewer Commission's policy that the Select Board may, at its discretion, reduce the Sewer Connection Fee or the Sewer Capacity Fee, or both, upon the request of a property owner, developer, or public entity (i.e., the 'applicant') seeking to connect one or more unrestricted rental dwelling units to the Town's sewer system if:

- (1) The applicant's project or development has or will provide for the funding and / or physical construction of specific sewer system improvements which are deemed a benefit or improvement to nearby or abutting public and private landowners, in addition to the applicant's project or development; and
- (2) The applicant's project or development has or will provides for the funding and / or physical construction of approved* mitigation measures or capital improvements to the Town of Nantucket's municipal sewer system (or components thereof) including, for example, upgrades to one or more municipal sewer pumping station[s], upgrades to the diameter, capacity, or operating performance of municipal sewer mains, manholes, or other infrastructure); and
- (3) The cumulative cost of the sewer improvements and / or mitigation measures contemplated in subparagraphs (1) and (2) above incurred or reasonably estimated to be incurred by the applicant meets or exceeds a sum equal to fifty (50%) percent of the total amount** of sewer service connection fees and sewer capacity utilization fees that would be due and payable for all unrestricted units which the applicant is seeking connection if no waiver or reduction were to be granted pursuant to the Select Board's Policy for Sewer Fee Waiver Requests; and

- (4) All of the rental dwelling units within the applicant's project or development are eligible for certification to the Town of Nantucket Subsidized Housing Inventory (SHI), as such is established and maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD).

Provided that in the opinion of the Select Board the applicant's project or development is in the public interest and meets the foregoing criteria then the Select Board may, in its discretion, reduce (A) the per-unit Sewer Service Connection Fee to an amount not less than Five Hundred (\$500.00) Dollars per unrestricted / market rate dwelling unit, or such other amount as determined by the Select Board; and (B) the per-unit Sewer Capacity Fee to an amount not less than Seven Hundred (\$725.00) Dollars per bedroom (within each unrestricted / market rate dwelling unit), or such other amount as determined by the Select Board.



Agenda Item Summary

Agenda Item #	IX. 1.
Date	09/25/2024

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Conveyance of Town-owned yard sale parcel known as Parcel A, Clifford Street and Pocomo Avenue on Land Court Plan 34745-B, as authorized by positive Vote on Article 77 of 2010 Annual Town Meeting.

Executive Summary

Conveyance of a portion of the unconstructed ways known as Clifford Street and Pocomo Avenue authorized by a positive Vote of Article 77 of the 2010 Annual Town Meeting being Parcel A on Land Court Plan 34745-B owned by the Town of Nantucket. Parcel A containing 12,000± square feet on said plan is to be conveyed to the owner of Lot shown on Plan 34745-A, Edward C. Fawcett. The Real Estate Assessment Committee has reviewed and recommended this conveyance at their July 15, 2024 meeting. The Coastal Resilience Coordinator has reviewed and delivered an assessment.

Staff Recommendation

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

Background/Discussion

Order of Taking dated May 25, 2011 and registered as Document No. 133791 and shown as Parcel A on Plan 2011-25 and subsequently on Land Court Plan 34745-B; as affected by an Order of the Land Court, dated June 18, 2024, for Certificate of Title in the name of the Town of Nantucket. This lot was successfully bid on by Mr. Fawcett in 2011 through a Town of Nantucket RFP and was tied up in Land Court for several years. It is benefited by a zoning change in 2012 from LUG3 to LUG1 and the conveyance of this parcel resolves a previously granted variance for a 2nd dwelling, allowing the property to be conforming.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

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

Board/Commission Recommendation

Real Estate Assessment Committee reviewed the conveyance on July 15, 2024; Planning Board approved the Plan on February 14, 2011 and the Coastal Resilience Coordinator reviewed on September 10, 2024.

Public Outreach

Conveyance approved at the 2011 Annual Town Meeting



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

Consistent with the Intent of the Yard Sale Program

Attachments

Purchase and Sale Agreement, Deed, Settlement Statement, copy of plan, certified ATM vote from Town Clerk



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2024.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Edward C. Fawcett, 1305 Lilac Court, Upper Gwynedd, PA 19446, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Clifford Street and Pocomo Avenue, containing 12,000± square feet, shown on Land Court Plan No. 34745-B filed with the Nantucket Registry District of the Land Court (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

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

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

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 52 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 79 as Parcel 77, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with the existing property without the prior written permission of the Town of Nantucket Select Board,

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$ 5,000.00), of which

\$ 250.00	was paid as a deposit
\$ 4,750.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 5,000.00</u>	Total
--------------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 26th day of September, 2024, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

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

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

12. BUYER'S ELECTION TO ACCEPT TITLE

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

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

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

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

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

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

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

21. BUYER'S DEFAULT; DAMAGES

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

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

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

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

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

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

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

29. NOTICES

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

In the case of BUYER:

Edward C. Fawcett
1305 Lilac Court
Upper Gwynedd, PA 19446

And a copy to:

Edward C. Fawcett
52 Pochick Avenue
Nantucket, MA 02554

With a copy to:

Bryan J. Swain, Esq.
35 (D) Old South Road
P.O. Box 2049
Nantucket, MA 02554
(508) 228-4455

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 52 Pochick Avenue, shown on Town Assessor's Map 79 as Parcel 77, previously acquired by Grantee by Deed filed with the Nantucket Registry District of the Land Court as Document No. 72694 on Certificate of Title No. 17422 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court."

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

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from

any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

BUYER:

By: _____
Edward C. Fawcett

QUITCLAIM DEED
Parcel A, Clifford Street and Pocomo Avenue,
Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Five Thousand and 00/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **EDWARD C. FAWCETT**, of 1305 Lilac Court, Upper Gwynedd, PA 19446 (the "Grantee"), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Clifford Street and Pocomo Avenue on Land Court Plan 34745-B, filed with the Nantucket Registry District of the Land Court, containing 12,000 square feet, more or less. The premises hereby conveyed are a portion of Clifford Street and Pocomo Avenue and is vacant land (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 52 Pochick Avenue shown on Town Assessor's Map 79 as Parcel 77 previously acquired by Grantee pursuant to a Deed filed with said Registry District of the Land Court as Document No. 72694, noted on Certificate of Title No. 17422 (collectively, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of

200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body,” pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Granter as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

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

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

For Grantor’s title, see Order of Taking by Eminent Domain of Portion of by Clifford Street and Pocomo Avenue dated May 25, 2011, filed with the Registry District for the Land Court as Document No.133791; and Certificate of Title No. 29668.

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

EXECUTED under seal this _____ day of _____, 2024.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Brooke Mohr

Thomas M. Dixon

Matthew G. Fee

Dawn E. Hill Holdgate

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Thomas M. Dixon, Matthew G. Fee, Dawn E. Hill Holdgate and Malcolm W. MacNab, as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>

♦♦♦♦♦

May 6, 2010

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 5, 2010 ANNUAL TOWN MEETING adopted **Article 77: "Real Estate Conveyances: "Paper" Streets, Surfside"** at the April 6, 2010 adjourned session when ...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 77 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ATTEST: TRUE COPY
Nancy Z. Holmes
NANTUCKET TOWN & COUNTY CLERK

ARTICLE 77

(Real Estate Conveyances: "Paper" Streets, Surfside)

To see if the Town will vote to authorize the Board of Selectmen to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portions of land in the Surfside area of Nantucket known as Surfside South and identified below, subject to Massachusetts General Law c. 30B and guidelines established under the "Nantucket Yard Sales" program:

- Waverly, Mount Vernon, Harriet (formerly known as Prospect) and Hawthorne Streets between the northerly sideline of Nobadeer Avenue and the southerly sideline of Okorwaw Avenue (excluding any portion of Weweeder, Pochick and Pocomo Avenues and Boulevarde);
- Central Street between the northerly sideline of Boulevarde and the southerly sideline of Okorwaw Avenue (excluding any portion of Pochick and Pocomo Avenues);
- Clifford Street between the northerly sideline of Pochick Avenue to the southerly sideline of Pocomo Avenue;
- Irving Street between the northerly sideline of Pochick Avenue and the southerly sideline of Okorwaw Avenue (excluding any portion of Pocomo Avenue);
- Myles Standish (formerly known as Shimmo) and Plum Streets between the northerly sideline of Weweeder Avenue and the southerly sideline of Pochick Avenue;
- Masquetuck Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Pochick Avenue (excluding any portion of Nobadeer and Weweeder Avenues);
- Holly Street between the northerly sideline of Weweeder Avenue and a line 200 feet south and parallel to the southerly sideline of Pochick Avenue;
- Woodbine Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nobadeer Avenue);
- Poplar Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Nobadeer Avenue;
- Laurel Street between the northeasterly sideline of Atlantic Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nonantum and Nobadeer Avenues and between the northerly sideline of Masaquet Street and the southerly sideline of Mequash Avenue);
- School Street between the northeasterly sideline of Atlantic Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nobadeer Avenue) and between the northerly sideline of Pochick Avenue and the southerly sideline of Mequash Avenue (excluding any portion of Masaquet Avenue);
- Copeland Street between the northerly sideline of Masaquet Street and the southerly sideline of Mequash Avenue;
- Nobadeer Avenue between the easterly sideline of Surfside Road (formerly known as Myrtle Street) and the westerly sideline of Dunham Street (excluding any portions of Naushon Way (formerly known as Cherry Street) Plum Street, Holly Street, Pequot Street (formerly known as Orange Street), Uncatena Street (formerly known as Wannacommet Street), and Myles Standish Street (formerly known as Shimmo Street);
- Mequash Avenue: Between the easterly sideline of Copeland Street and the westerly sideline of Surfside Road (formerly known as Myrtle Street) and between the easterly sideline of Surfside Road (formerly known as Myrtle Street) and the westerly sideline of Naushon Way (formerly known as Cherry Street);
- Pocomo Avenue between the easterly sideline of Assessor Map 79, Parcel 27 to the easterly sideline of Central Street and from the westerly sideline of Hawthorne Street to the easterly sideline of Adams Street;

- Adams Street between the northern sideline of Weweeder Avenue and the southerly sideline of Pocomo Avenue (excluding any portion of Pochick Avenue); and to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is authorized to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portions of land in the Surfside area of Nantucket known as Surfside South and identified below, subject to Massachusetts General Law c. 30B and guidelines established under the "Nantucket Yard Sales" program:

- Waverly, Mount Vernon, Harriet (formerly known as Prospect) and Hawthorne Streets between the northerly sideline of Nobadeer Avenue and the southerly sideline of Okorwaw Avenue (excluding any portion of Weweeder, Pochick and Pocomo Avenues and Boulevarde);
- Central Street between the northerly sideline of Boulevarde and the southerly sideline of Okorwaw Avenue (excluding any portion of Pochick and Pocomo Avenues);
- Clifford Street between the northerly sideline of Pochick Avenue to the southerly sideline of Pocomo Avenue;
- Irving Street between the northerly sideline of Pochick Avenue and the southerly sideline of Okorwaw Avenue (excluding any portion of Pocomo Avenue);
- Myles Standish (formerly known as Shimmo) and Plum Streets between the northerly sideline of Weweeder Avenue and the southerly sideline of Pochick Avenue;
- Masquetuck Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Pochick Avenue (excluding any portion of Nobadeer and Weweeder Avenues);
- Holly Street between the northerly sideline of Weweeder Avenue and a line 200 feet south and parallel to the southerly sideline of Pochick Avenue;
- Woodbine Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nobadeer Avenue);
- Poplar Street between the northerly sideline of Nonantum Avenue and the southerly sideline of Nobadeer Avenue;
- Laurel Street between the northeasterly sideline of Atlantic Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nonantum and Nobadeer Avenues and between the northerly sideline of Masaquet Street and the southerly sideline of Mequash Avenue);
- School Street between the northeasterly sideline of Atlantic Avenue and the southerly sideline of Weweeder Avenue (excluding any portion of Nobadeer Avenue) and between the northerly sideline of Pochick Avenue and the southerly sideline of Mequash Avenue (excluding any portion of Masaquet Avenue);
- Copeland Street between the northerly sideline of Masaquet Street and the southerly sideline of Mequash Avenue;
- Nobadeer Avenue between the easterly sideline of Surfside Road (formerly known as Myrtle Street) and the westerly sideline of Dunham Street (excluding any portions of Naushon Way (formerly known as Cherry Street) Plum Street, Holly Street, Pequot Street (formerly known as Orange Street), Uncatena Street (formerly known as Wannacommet Street), and Myles Standish Street (formerly known as Shimmo Street);
- Mequash Avenue: Between the easterly sideline of Copeland Street and the westerly sideline of Surfside Road (formerly known as Myrtle Street) and between the easterly

sideline of Surfside Road (formerly known as Myrtle Street) and the westerly sideline of Naushon Way (formerly known as Cherry Street);

- Pocomo Avenue between the easterly sideline of Assessor Map 79, Parcel 27 to the easterly sideline of Central Street and from the westerly sideline of Hawthorne Street to the easterly sideline of Adams Street; and
- Adams Street between the northern sideline of Weweeder Avenue and the southerly sideline of Pocomo Avenue (excluding any portion of Pochick Avenue).

BOARD OF SELECTMEN COMMENT: The Board of Selectmen supports the Finance Committee Motion.

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Edward C. Fawcett ("Buyer")
Parcel A, Portion of Clifford Street and Pocomo Avenue
Nantucket, MA (Property)
September 26, 2024 (Closing Date)

Purchase Price: \$ 5,000.00

Less:

Deposit \$ 250.00

Plus:

Payment in Lieu of Tax Adjustment
09/26/2024-06/30/2025 \$ 11.12

Reimbursement of Town's Legal Fees \$ 3,100.00

Net Amount Due Seller: \$ 7,861.12

Checks:

Town of Nantucket \$ 7,861.12

BUYER:

SELLER: TOWN OF NANTUCKET
By its Select Board

Edward A. Fawcett

Brooke Mohr

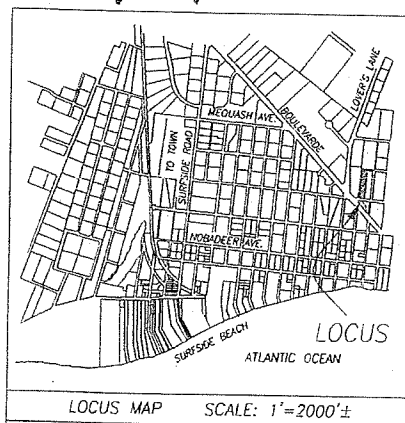
Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

34745-B



CURRENT ZONING CLASSIFICATION:
Limited Use General 2 (L.U.G.-2)

MINIMUM LOT SIZE: 80,000 S.F.
MINIMUM FRONTAGE: 150 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 15 FT.
GROUND COVER %: 4%

LEGEND

- dhCB FND. DENOTES DRILL HOLE IN CONCRETE BOUND FOUND
- IP FND. DENOTES IRON PIPE FOUND

"I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY 6/27/2008-1/5/2011 WITH THE EXCEPTION OF SOME TRAVERSE POINTS."
DATE: 4/28/2023

"I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY 4/27/2007-1/5/2011 WITH THE EXCEPTION OF NONE."
DATE: 5/25/2016
Michael E. Connolly
PROFESSIONAL LAND SURVEYOR

"I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN 6-27-2008 AND 1-5-2011"
DATE: 5/25/2016
Michael E. Connolly
PROFESSIONAL LAND SURVEYOR

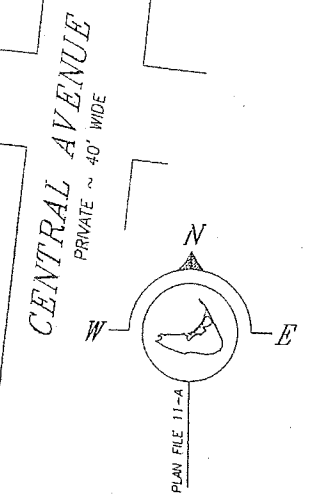
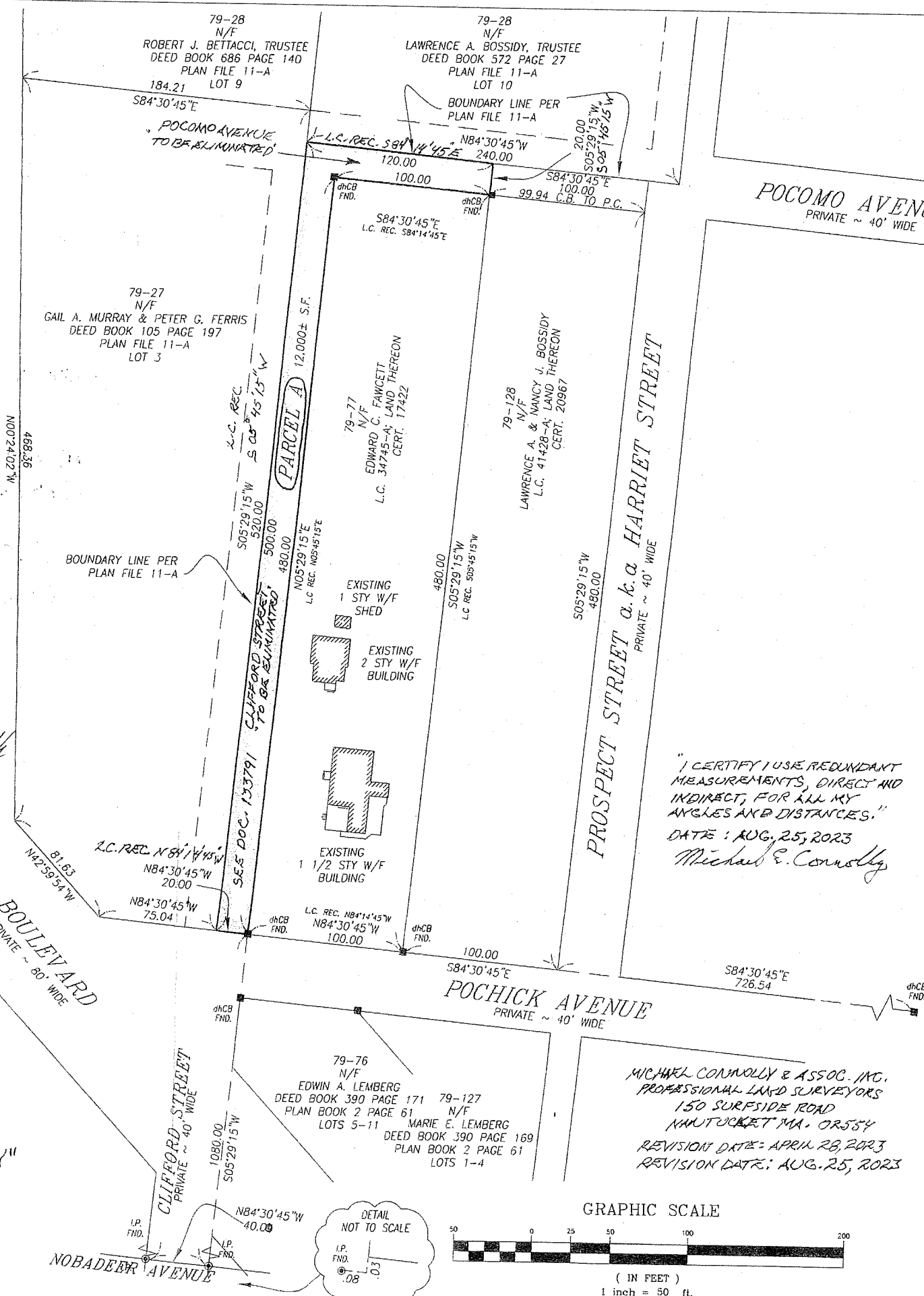


34745-B
LAND COURT
SEP 14 2023
FILED
PARCEL A "ONLY"

THE PLANNING BOARD DETERMINES THAT:

(b) LOT(S) PARCEL A DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

LOVERS LANE



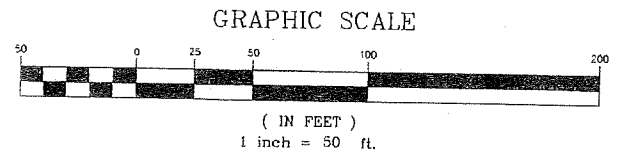
SURVEY PRECISION : 1:49,977
LINEAR ERROR OF CLOSURE : 0.03
DIRECTIONAL ERROR OF CLOSURE : N26°03'35.6"W
INSTRUMENT/ACCURACY : WILD TC1000 ±(3mm+2ppm)

PURSUANT TO ARTICLES 76 & 77
ANNUAL TOWN MEETING WARRANT 2010

FEE TAKING PLAN
PLAN TO ACQUIRE LAND FOR
GENERAL MUNICIPAL PURPOSES
IN
NANTUCKET, MASS.
PREPARED FOR
TOWN OF NANTUCKET
CLIFFORD STREET & POCHICK AVENUE
SCALE: 1"= 50' DATE: JANUARY 5, 2011
CHARLES W. HART and ASSOCIATES, Inc.
Professional Land Surveyors
8 WILLIAMS LANE
NANTUCKET, MASS. 02554
(508) 228-8910

"I CERTIFY I USE REDUNDANT MEASUREMENTS, DIRECT AND INDIRECT, FOR ALL MY ANGLES AND DISTANCES."
DATE: AUG. 25, 2023
Michael E. Connolly

MICHAEL CONNOLLY & ASSOC., INC.
PROFESSIONAL LAND SURVEYORS
150 SURFIDE ROAD
NANTUCKET MA. 02554
REVISION DATE: APRIL 23, 2023
REVISION DATE: AUG. 25, 2023



Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED
2-14-11 DATE SIGNED
7329 FILE #

34745-B

H-73751

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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



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

Coastal Resilience Evaluation for 52 Pochick Avenue

Coastal Resilience Recommendation: The closest CRP recommendation is #6-4 Surfside Emergency Access Planning which is about a quarter (0.25) mile from this property. The recommendation is to develop an emergency access plan for the Surfside/Nonantum neighborhood to ensure access to coastal areas. The target implementation year is 2025.

Current Flooding: None according to the FEMA flood map.

Hurricane Inundation: No risk according to Town GIS layer.

Storm Tide Pathways: None near property according to Town GIS layer.

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

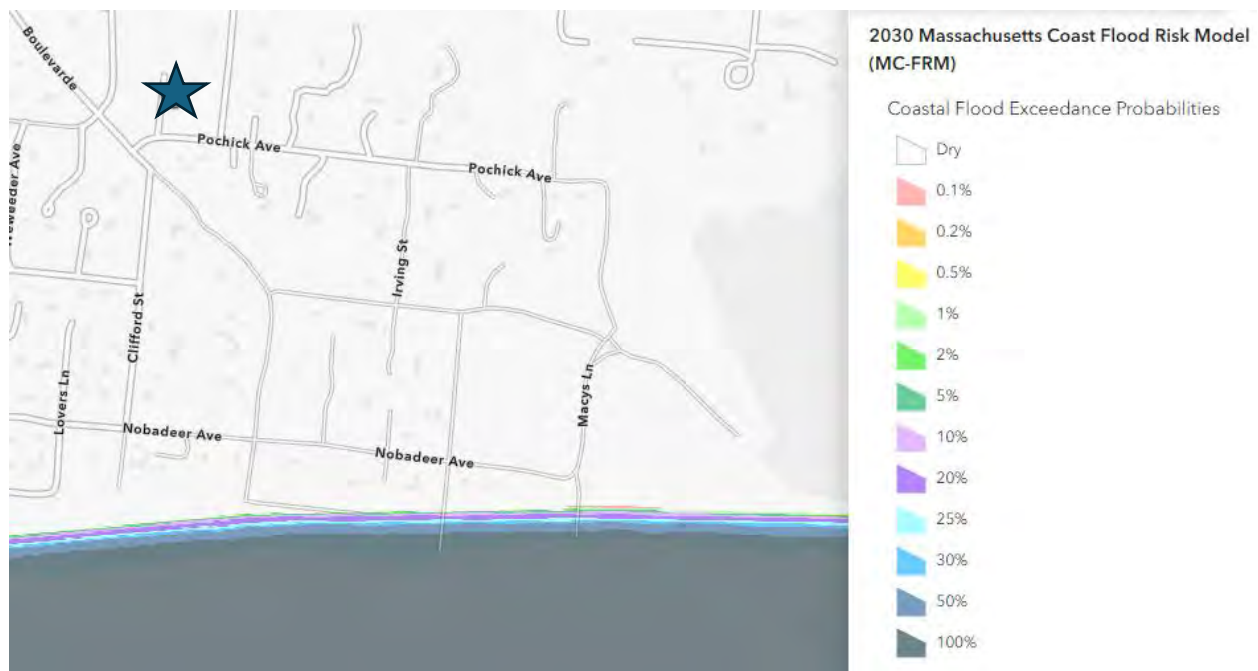


Figure 1. 2030 coastal flooding projections for 52 Pochick Ave. (star) from the Massachusetts Coast Flood Risk Model.

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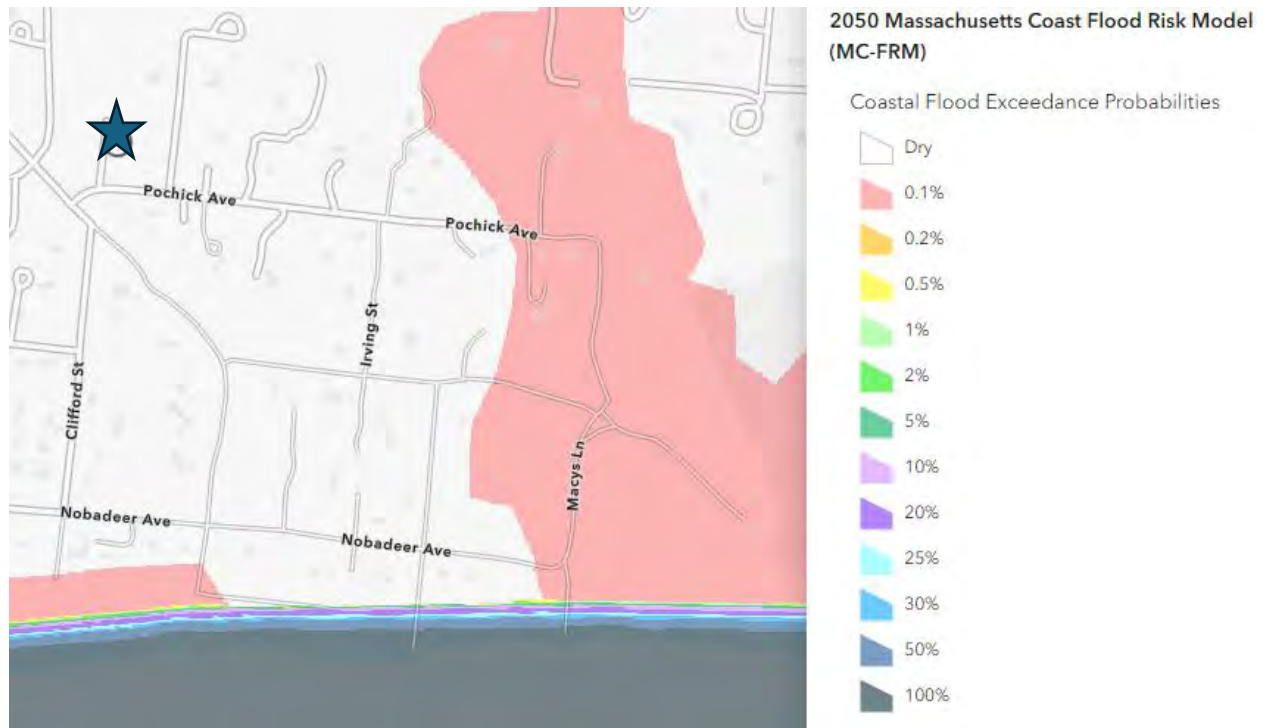


Figure 2. 2050 coastal flooding projections for 52 Pochick Ave. (star) from the Massachusetts Coastal Flood Risk Model.

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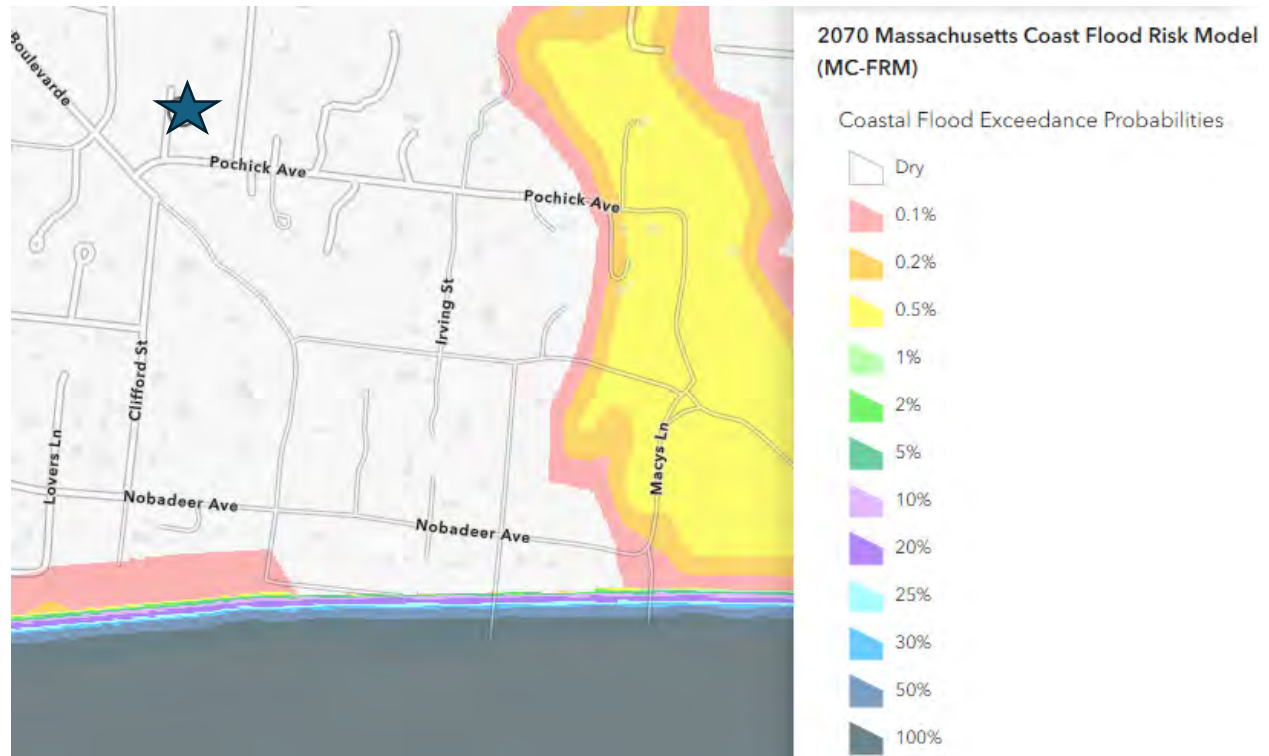


Figure 3. 2070 coastal flooding projections for 52 Pochick Ave. (star) from the Massachusetts Coastal Flood Risk Model.

Current erosion: This property is not in a current erosion zone.

Future erosion: This property is not in a future erosion zone according to FEMA's Coastal Erosion Hazard Map. NOAA's 2012 intermediate low sea level scenario (6.43ft by 2100) was used for this map because it is almost equivalent to the 2022 NOAA high sea level rise scenario (6.66ft by 2100). The Select Board adopted NOAA's high sea level rise scenario for planning purposes. Parts of the property fall within the 2030, 2050, and 2100 erosion projections (Figure 4).

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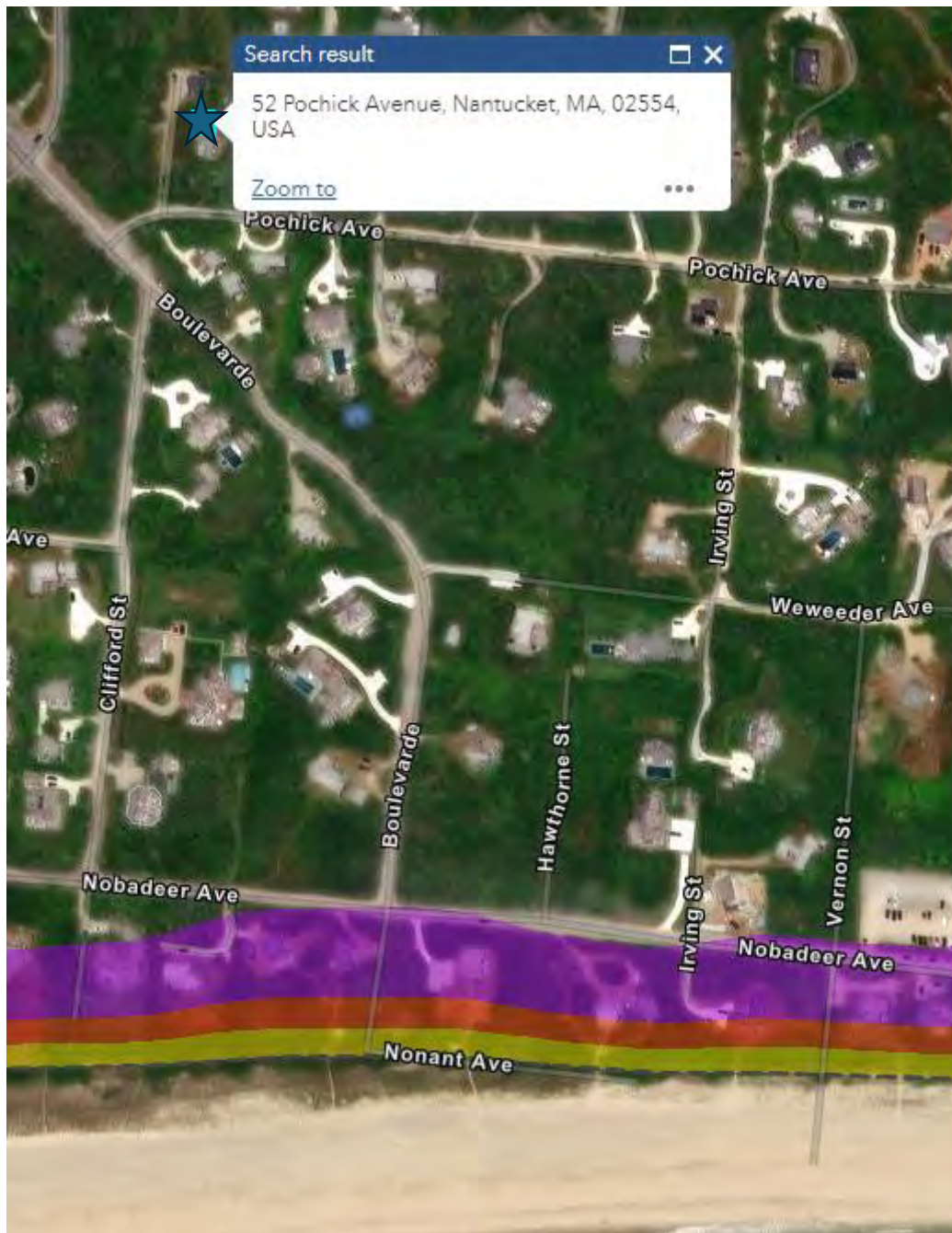
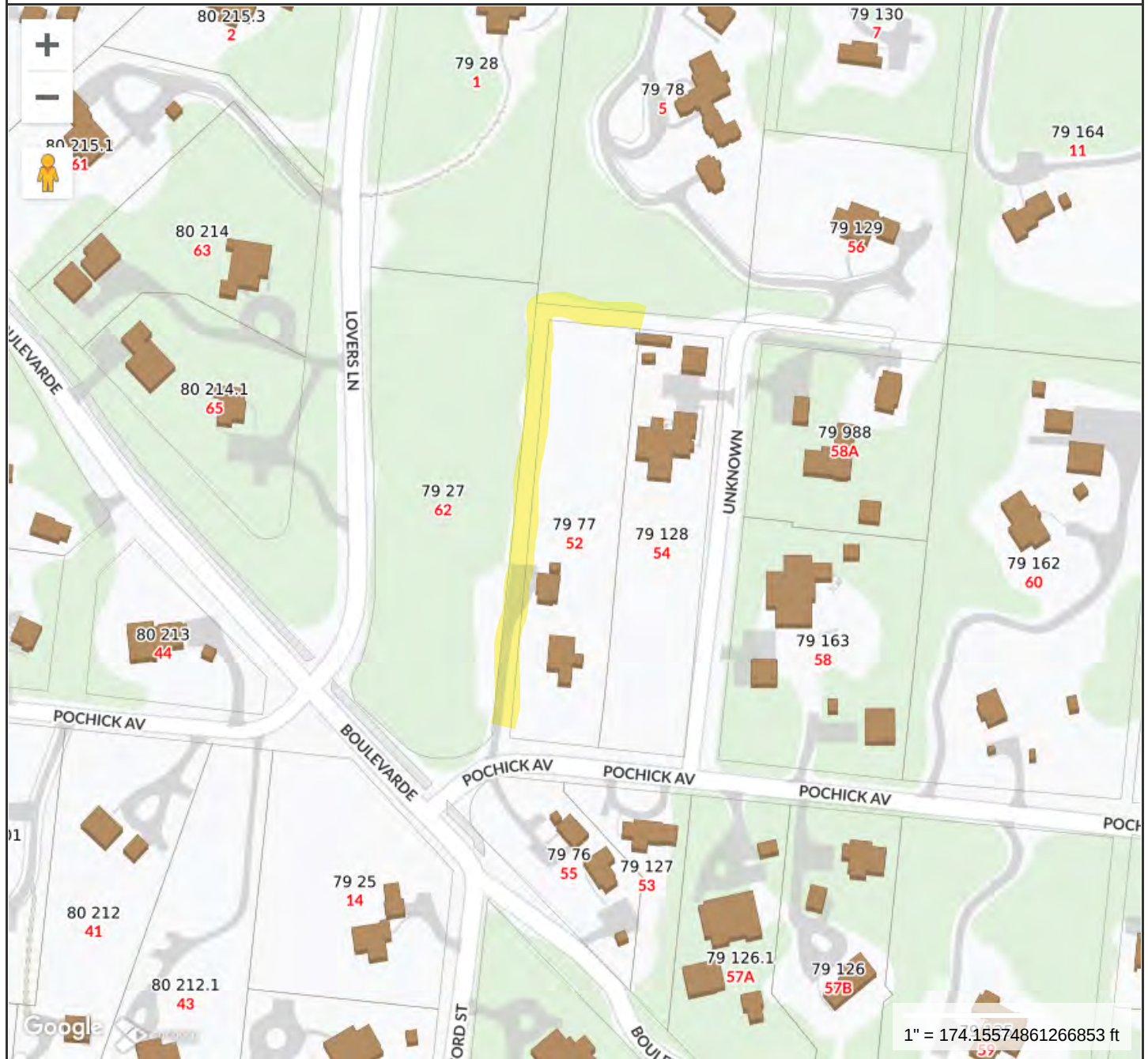


Figure 4. FEMA erosion hazard map for 52 Pochick Ave. Yellow is for 2030, orange for 2050, and purple for 2100.

52 Pochick - Parcel A Paper Road

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

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/04/2024
Data updated Jan. 2021

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

Private Citizen Taking and Disposition Request

PROCEDURES CHECKLIST

Petitioner Name	on-island address	Phone	Email	Attorney	Status	
Warrant Article	Taking Plan No.	Order of Taking	Land Court Yes/No	Deed Reference	Map/Parcel	Price factor
1.	Contact Tracy MacDonald @ tmacdonald@nantucket-ma.gov to request taking and disposition					
2.	Engage a local attorney to assist you with the process; attorney should clarify with Town whether easements or restrictions will be reserved for municipal purposes; coordinated review with REAC, Coastal Resilience and Planning for recommendations; Title review					
3.	Prepare and file 2 warrant articles: 1 for taking of the paper road and 1 for conveyance; a positive vote is “authorization” for the matter to move forward. It is not a guaranty of timing or conveyance.					
4.	Engage an engineer to prepare a Plan for taking and disposition. If Land Court this requires pre-review					
5.	Submit the Plan to the Planning Board for review and approval					
6.	Real Estate Specialist will advertise the Order of Taking for Public Hearing and schedule for Select Board Agenda					
7.	Real Estate Specialist will record the Order of Taking at the Registry of Deeds/Registry District for Land Court					
8(a)	If unregistered land, award parcel will be scheduled by Real Estate Specialist for conveyance at a future Select Board Agenda					
8(b)	If registered land, attorney will file a petition with the Land Court for plan approval and issuance of a new Certificate of Title in the name of the Town of Nantucket. Once Land Court Order is issued the parcel will be scheduled by Real Estate Specialist for conveyance at a future Select Board Agenda; possible change if “de-registered”					
9.	The conveyance will be reviewed by the Real Estate Assessment Committee in coordination with Town Assessor to establish a Price Factor per square foot for the parcel and will be reviewed by Natural Resources for a Coastal Resilience Assessment					
10.	Pre-review of conveyance documents and settlement will be coordinated with your attorney in advance of Select Board Meeting					
11.	Deliver all executed documentation for conveyance along with a check for settlement costs for Select Board Meeting for Approval and Conveyance of the parcel; your attorney will coordinate the recording of the Deed.					
12.	You must merge the parcel with the abutting land owned by you within 2 years of conveyance and copy the Assessor Office, PLUS Department and Real Estate Specialist with merger documentation					

2024 YARD SALE CONVEYANCES

Beneficiary	Primary Address	Map/ Parcel	Primary Lot Size	Lot ID	Plan	Paper St	Yard Sale Lot Area	Zoning	GCR/ added	Taking & Plan	ATM Article	Price Factor	Purchase Price	Date Closed	Deed
Kinderman	6 Gladlands	80/179	121,097	Lot C	2023-17	Masaquet/ Atlantic	1442	LUG2; 80,000	57.68	1925/315 2023-17	99 / 2011		\$ 2,739.80	3/28/2024	1973/1
Ryder, Kevin	8 Chatham	54/230	16,771	Lot 169	10937-31	Sandwich	2848	V-R; 20,000	284.80	#161653 2019-7	102/2017	\$ 3.60	\$ 10,252.80	5/28/2024	#179664
Ryder, Brian	8 Chatham	54/230	16,771	Lot 170	10937-31	Sandwich	2062	V-R; 20,000	206.20	#161653 2019-7	102/2017	\$ 3.60	\$ 7,423.20	5/28/2024	#179665
Hall/Surfside Properties LLC	35 Nonantum	87/47	44,867	Lot T-1	40795-B	Masquetuck	6000	R20 20,000	750.00	#127326 2009-24	108/2008	\$ 7.80	0.00 (OBB)	7/26/2024	#180072
Fawcett (RFP 2011)	52 Pochick	79/77	47,916	Parcel A	34745-B	Clifford/ Pocomo	12000	LUG1; 40,000	840.00	#133791 2011-25	77 / 2010	\$ 2.00	\$ 5,000.00	9/25/2024	
TOTALS							24,352		2138.68				\$ 25,415.80		

STR Registration Process Update - Roque

There are 283 fully registered and paid STR registrations in our local electronic system. This number differs substantially from the number of registered units in the state STR database, which appears to be closer to 2000. It is difficult to pinpoint the exact number of unique units from the state database because that system is additive, so properties do not drop off, for instance, when the property has been sold. It is therefore possible for the same STR to be listed more than once with different owners.

The Town has been working with Process First to help facilitate merging of data from the state system as well as from available websites to capture the most accurate data into our local system, where we can then increase outreach to those property owners to improve registration compliance.

Recent challenges to our process and goal are not completely unexpected considering unanticipated obstacles often arise when standing up a new system. This one, has been in existence only since March 2024. GovOS, the owner of the software registration product has received 238 phone calls to their support service from persons requesting assistance.

On the Town's end, there are steps that must occur to ensure properties are "verified" before the registration can be completed. This adds additional workload to health department staff that was unanticipated. As an additional service, health department staff have been working directly with STR owners to help them through the registration process. By seeing the registration process from the STR owner's perspective, we are learning what changes to the system should occur to improve the overall process. We look forward to keeping the Select Board apprised of the Town's progress in this area.

TOWN OF NANTUCKET PUBLIC WORKS FACILITY PROJECT UPDATE



September 25, 2024

AGENDA

- 01** Introductions
- 02** Why is a New Facility Needed?
- 03** Benefits of a New Facility
- 04** Site Selection - Why Shadbush Road Site?
- 05** Project Status Update
- 06** Project Timeline

1. INTRODUCTIONS

Project Team

Town of Nantucket Department of Public Works; *Owner*



Weston & Sampson; *Architecture & Engineering*



Avalon Consulting Group; *Permitting*



The Vertex Companies, LLC; *Owner's Project Manager*



TCi/Tortora Consulting, Inc; *Construction Cost Estimating*



2. WHY A NEW FACILITY?

Existing Facility Deficiencies

- Need for new facility identified in 2017, original appropriation for feasibility study and design at ATM 2018
- 6 of 8 buildings at current DPW Facility were constructed or moved to 188 Madaket Road in 1978, and are past their useful life
- Facility is undersized
 - DPW responsibilities have grown in the last 46 years
 - No indoor storage for fleet vehicles, equipment, or materials
 - Indoor workspaces are limited and congested
 - Unsafe working conditions both indoors and outdoors
 - Admin. Office building is ill equipped and essentially “full”, despite Department not being fully staffed
- Not code compliant
- Not energy efficient
- Spaces being utilized simultaneously for unrelated activities creates unsafe and inefficient working conditions



2. WHY A NEW FACILITY?

Antiquated, Deteriorating and Undersized Facility

(8) Buildings totaling +/- 21,000 SF



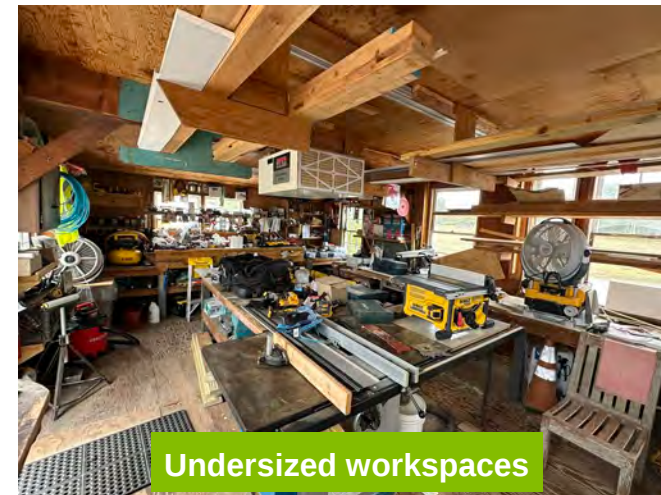
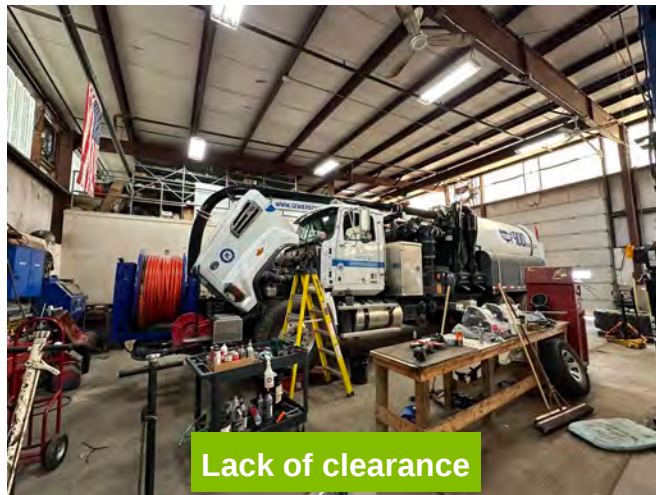
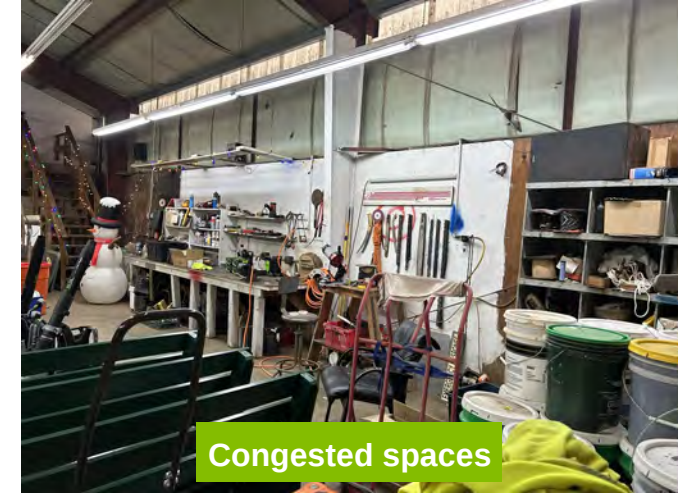
2. WHY A NEW FACILITY?

Fleet vehicles and equipment stored outdoors



2. WHY A NEW FACILITY?

Unsafe and Unhealthy Work Environment



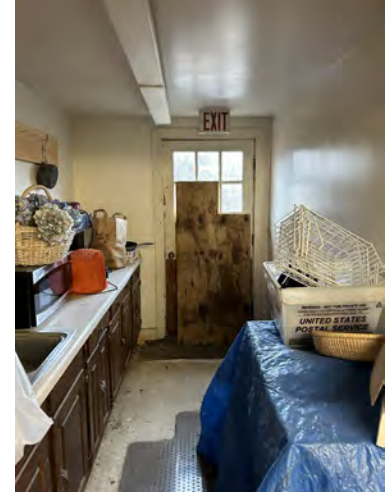
2. WHY A NEW FACILITY?

Limited, Makeshift Storage Spaces



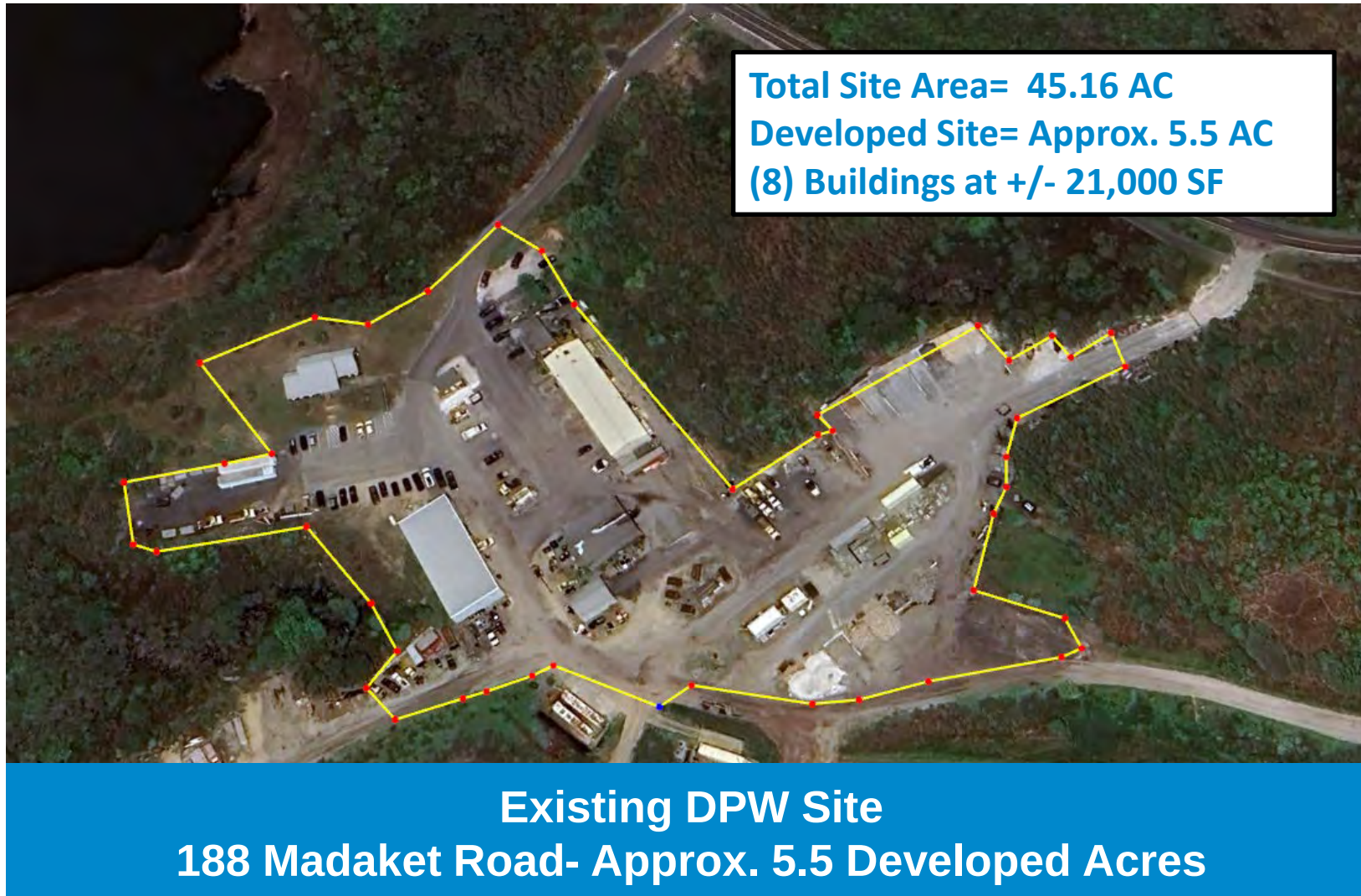
2. WHY A NEW FACILITY?

Substandard employee facilities



2. WHY A NEW FACILITY?

Site Constraints – Size & Shape



3. BENEFITS OF A NEW DPW FACILITY

Operational Efficiencies & Occupant Health

- Increased Lifespan & Reduced Maintenance of DPW Assets
- Compliance with Codes & Regulations
- Improved Operational Efficiencies & Emergency Response
- Improved Employee Training & Morale
- Safe & Healthy Interior Environment for DPW Employees
- Ability to Meet Demands of Today & the Next 50-75 Years
- Additional Multi-Purpose and Meeting Spaces for Town Use

3. BENEFITS OF A NEW DPW FACILITY



Clean, Modern Employee Facilities



Safe and Efficient Operations



Building and Site Compliance



Ample Storage



Configured for Future Fleet Electrification



Renewable Energy

3. BENEFITS OF A NEW DPW FACILITY



Safe and efficient work environment



Wash bay extends vehicle life



Multi-Purpose Room- Mustering, Training, Meetings



Indoor storage of DPW Fleet and Equipment



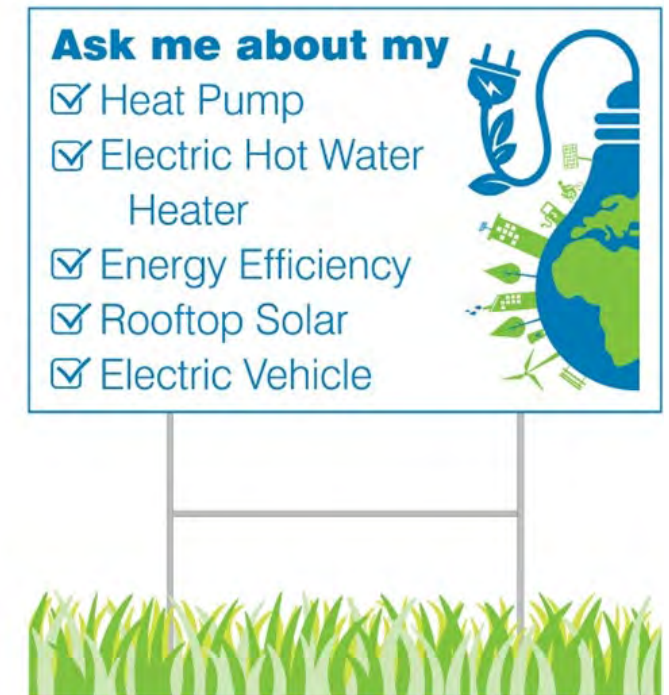
Code compliant fluids storage

3. BENEFITS OF A NEW DPW FACILITY

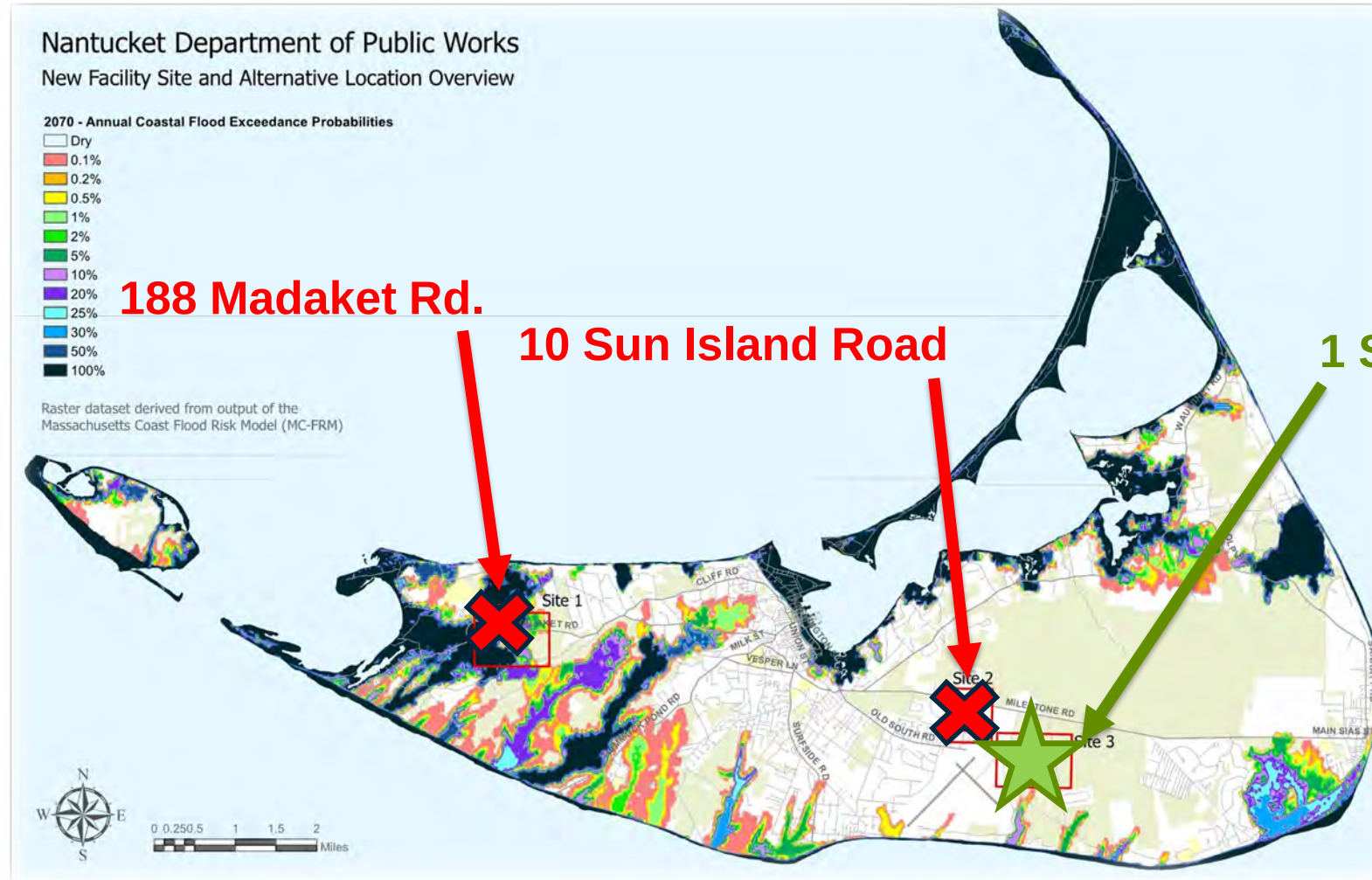
Climate Action - Energy Efficiency

- Fossil Fuel Free Municipal building
- Mass Save & IRA Rebates; Geothermal Renewables, Low Energy Use Building
- Stormwater Management
- Resiliency – Energy Storage?
- Municipal Stewardship for Sustainability

Public Safety (Police/Fire)	Site EUI Range	Incentives				
		Payable at end of Construction		Payable at end of 1 yr. post occupancy		
		Construction Incentive \$/sf	Heat Pump Adder*	Post Occ. Inc. \$/sf	Adder for getting under ZNE EUI target	Certification Incentives
Tier 2	36-40	\$1.50	Air Source Heat Pumps: \$800/ton	\$ 1.50	Not applicable	\$3,000
Tier 1 - Net Zero Level	35 or less	\$2.00	Variable Refrigerant Flow (VRF): \$1200/ton Ground Source Heat Pumps: \$4500/ton		\$0.05/ EUI point reduction/sf	



4. SITE SELECTION



4. WHY SHADBUSH ROAD SITE?

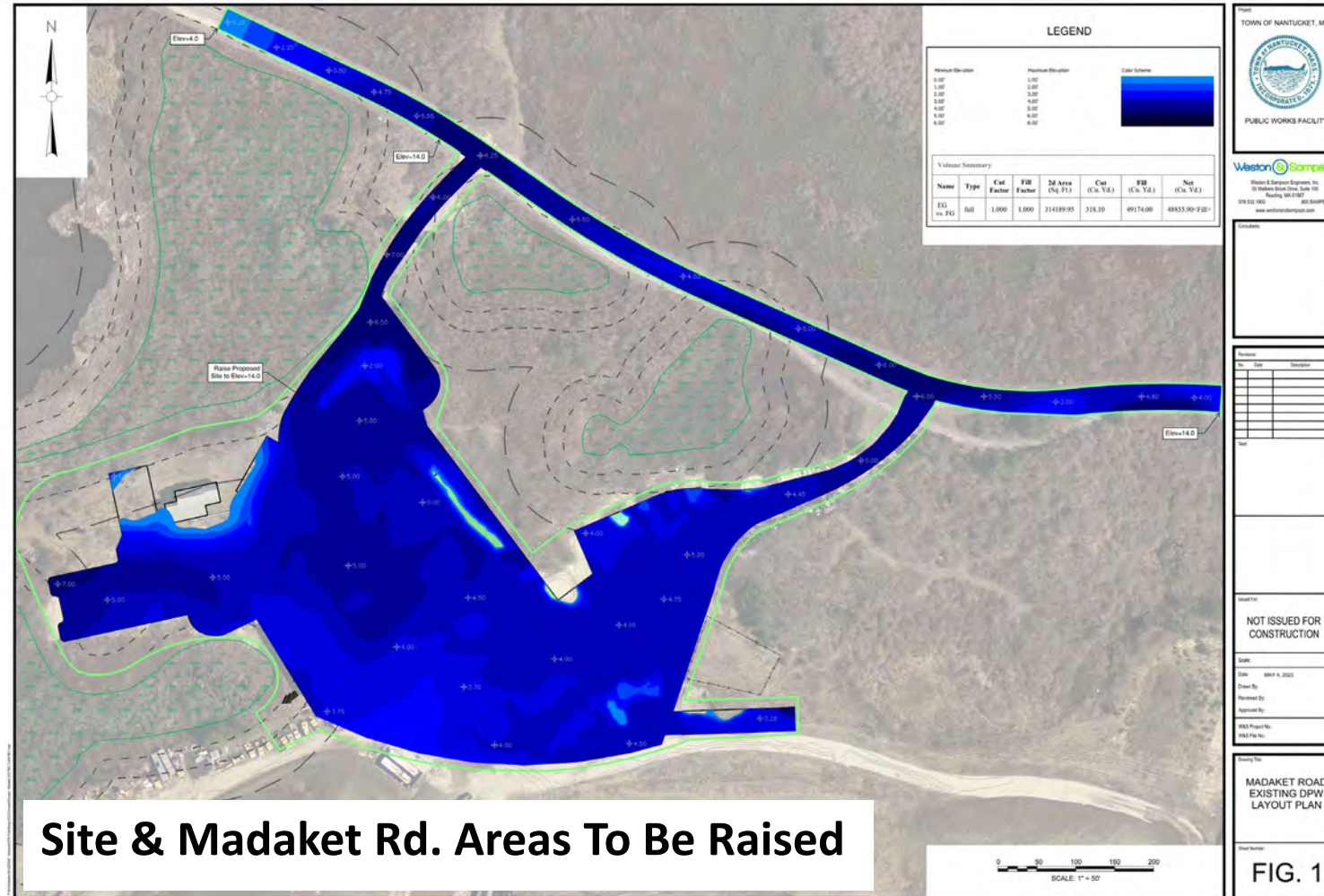
Limitations of 188 Madaket Road Site

- Size and shape of available land not suitable for the facility that is needed
 - Would require building in wetlands buffer zones, pending permitting, and does not allow for necessary growth of facility to better serve the Nantucket community of today or tomorrow
- Significant additional costs to rebuild on current site (\$15M+)
 - Responsible planning and design efforts require that the existing site and Madaket Road be raised
 - All existing utilities and infrastructure would need to be reconstructed
 - Temporary facilities would be required during construction – high cost, and where?
 - Wetlands mitigation & site cleanup costs
- Located in Madaket Harbor watershed protection Zone B and adjacent to Long Pond
- Does not improve DPW's proximity/response time to most of the island
- Does not allow for useful buildings to be repurposed (NRTA, Recycling, etc.)
- Disrupts daily operations throughout construction

Rebuilding at 188 Madaket would yield a lesser facility at a higher cost

4. WHY SHADBUSH ROAD SITE?

Future Coastal Impacts to Madaket Road



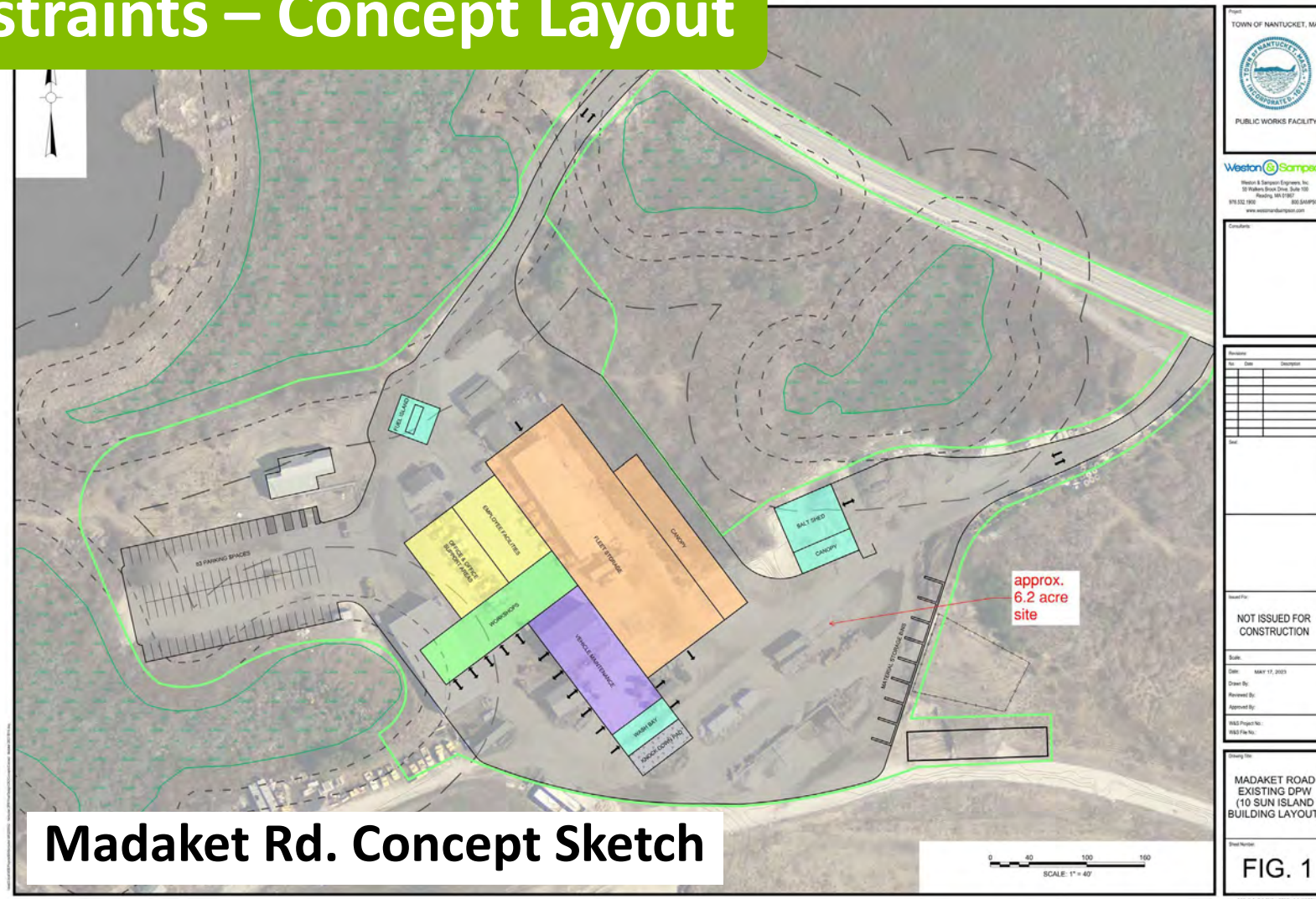
4. WHY SHADBUSH ROAD SITE?

Site Constraints - Wetlands



4. WHY SHADBUSH ROAD SITE?

Site Constraints – Concept Layout



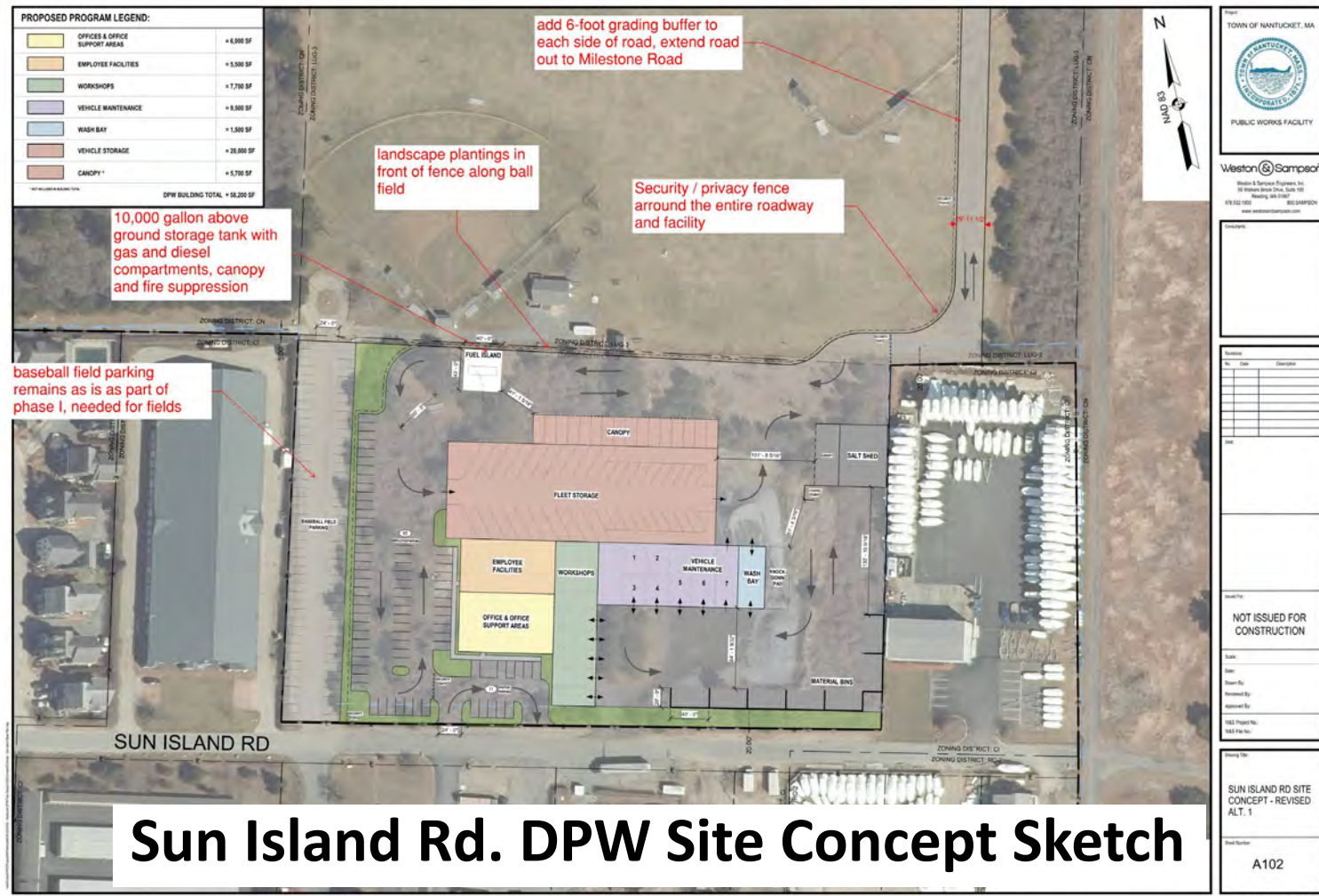
4. WHY SHADBUSH ROAD SITE?

Limitations of 10 Sun Island Road Site

- Size of parcel (6.2 acres) not suitable for the facility that is needed
- Land owned by Nantucket Memorial Airport, would require land lease at market rate
 - ~\$14M over 50 years, based on \$1.03/sf, which is a very conservative estimate from 2023, and is not adjusted for inflation
 - Adjusted for 2.5% inflation, total lease payments exceed \$22M* over 50 years
- Nobadeer Farm Road traffic volumes would increase, even if driveway to Milestone were constructed
- Would require reconstruction of Delta Fields (\$3M+), if even permitted by Airport Commission/FAA
- Located within Zone II Wellhead Protection District

4. WHY SHADBUSH ROAD SITE?

10 Sun Island Road - Prohibitive Site



Sun Island Rd. DPW Site Concept Sketch

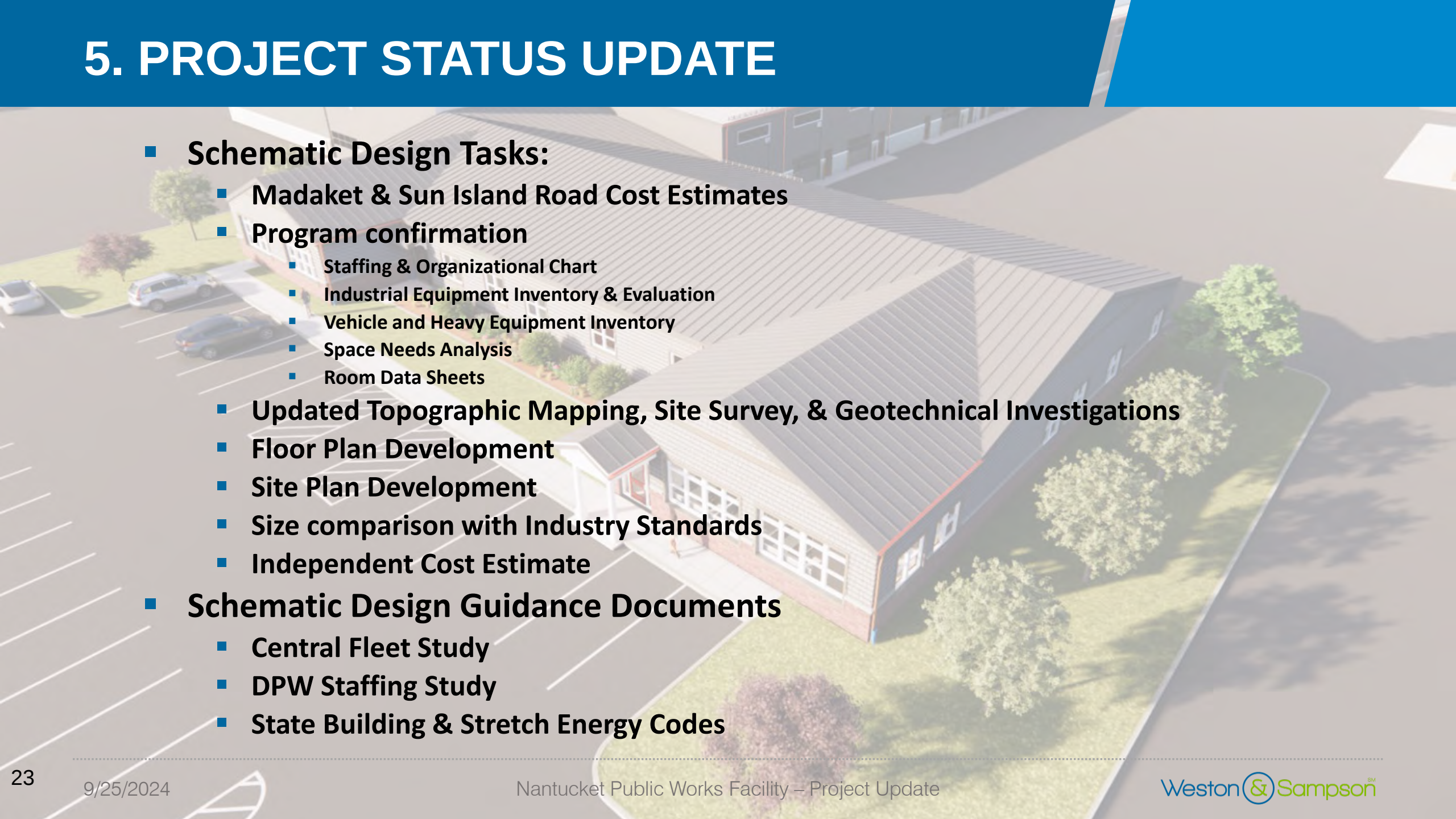
4. WHY SHADBUSH ROAD SITE?

Benefits of 1 Shadbush Road Site



- 27 Acre, Town-owned Site
- Undeveloped site
- Located in Industrial Zone
- Central Location
- Outside of Coastal Flooding Area
- Outside Zone II Wellhead Protection District
- On-Site NHESP Mitigation
- Continued Operations at Existing Facility Until New One Is Built

5. PROJECT STATUS UPDATE

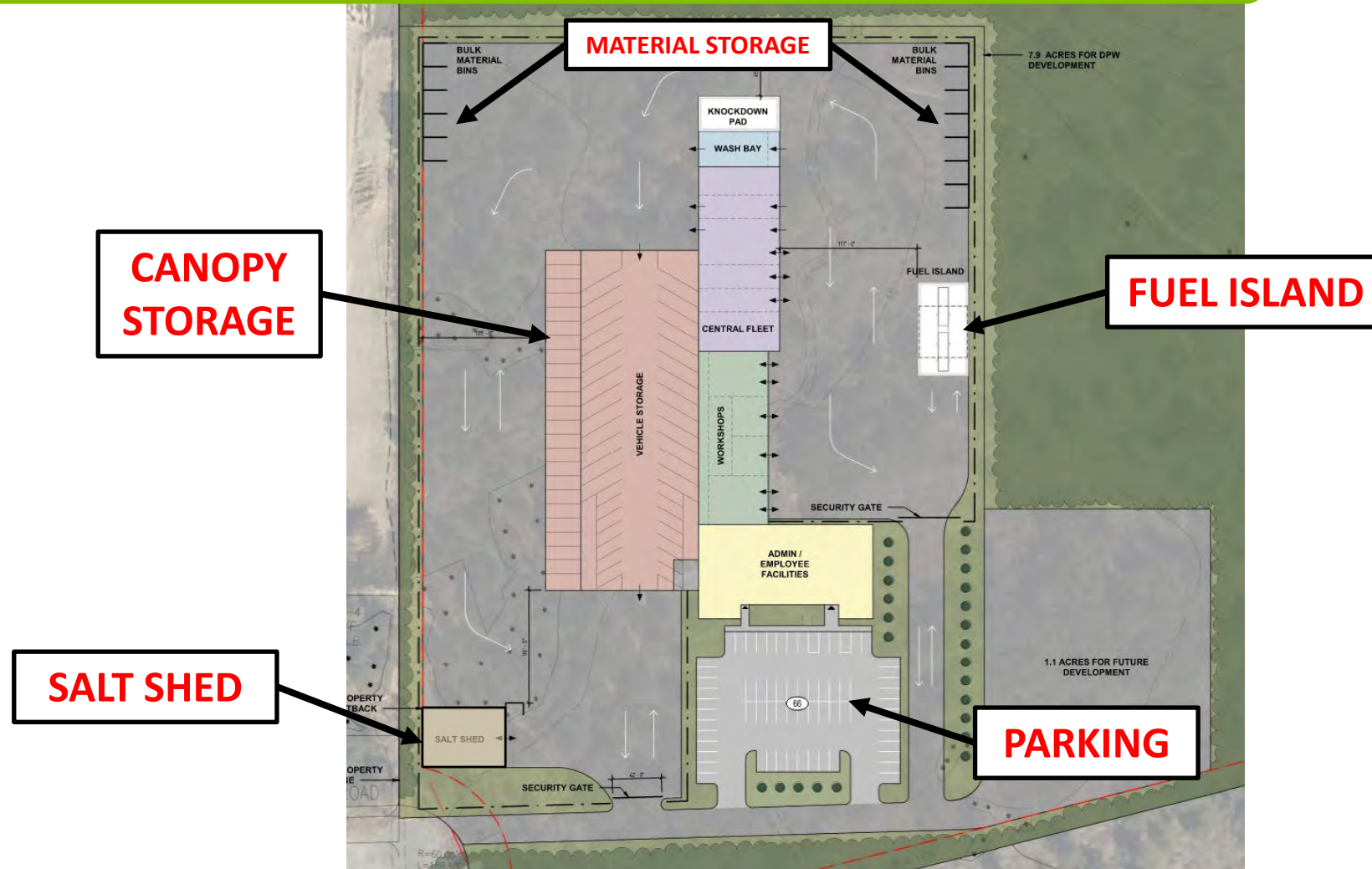
- 
- **Schematic Design Tasks:**
 - **Madaket & Sun Island Road Cost Estimates**
 - **Program confirmation**
 - Staffing & Organizational Chart
 - Industrial Equipment Inventory & Evaluation
 - Vehicle and Heavy Equipment Inventory
 - Space Needs Analysis
 - Room Data Sheets
 - **Updated Topographic Mapping, Site Survey, & Geotechnical Investigations**
 - **Floor Plan Development**
 - **Site Plan Development**
 - **Size comparison with Industry Standards**
 - **Independent Cost Estimate**
 - **Schematic Design Guidance Documents**
 - **Central Fleet Study**
 - **DPW Staffing Study**
 - **State Building & Stretch Energy Codes**

5. PROJECT STATUS UPDATE

- **Program Review and Confirmation: January 2024**
- **Site Concept Development: February-March 2024**
- **Site Survey: April 2024**
- **Geotechnical Investigation: April 2024**
- **Schematic Design Cost Estimate: May 2024**
- **Schematic Design Package Submittal: July 2024**
- **HDC Preliminary Review: August 2024**
- **MEPA and Natural Heritage Permitting: Ongoing**

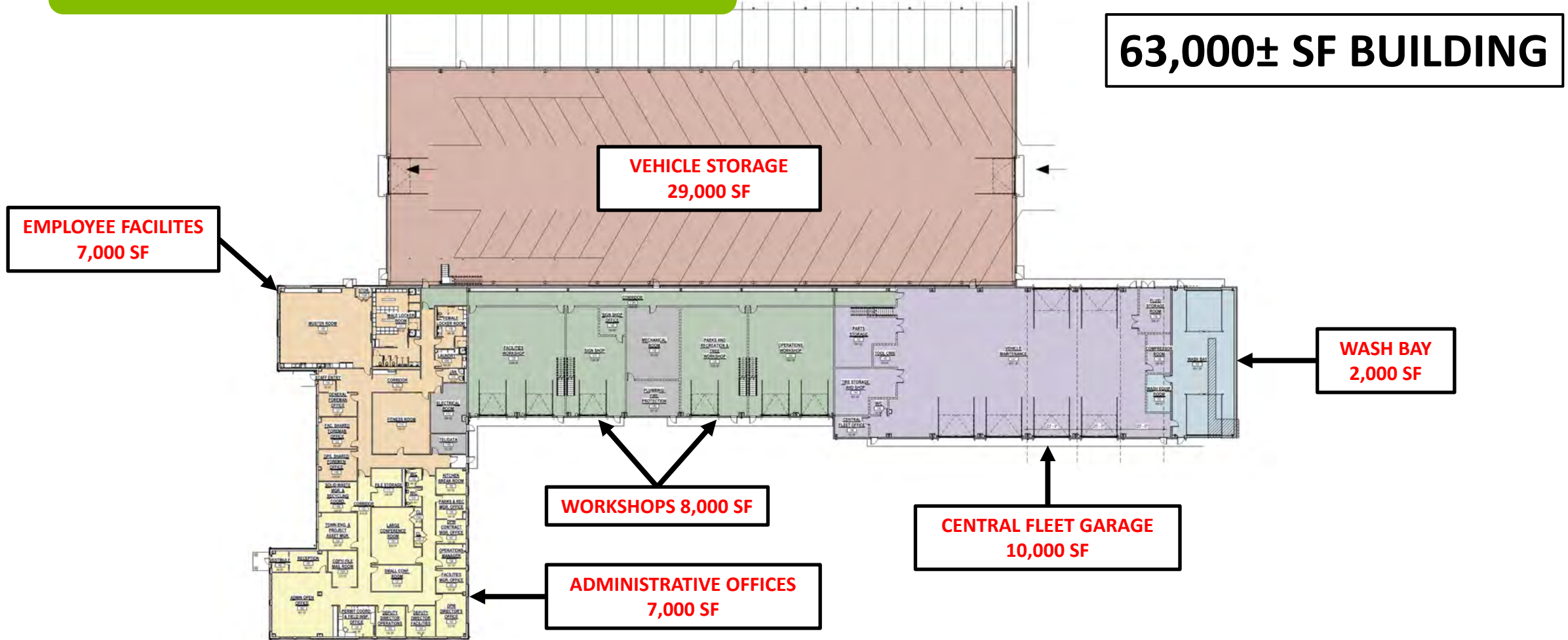
5. PROJECT STATUS UPDATE

Schematic Design Site Plan – 7.9 Acre Campus



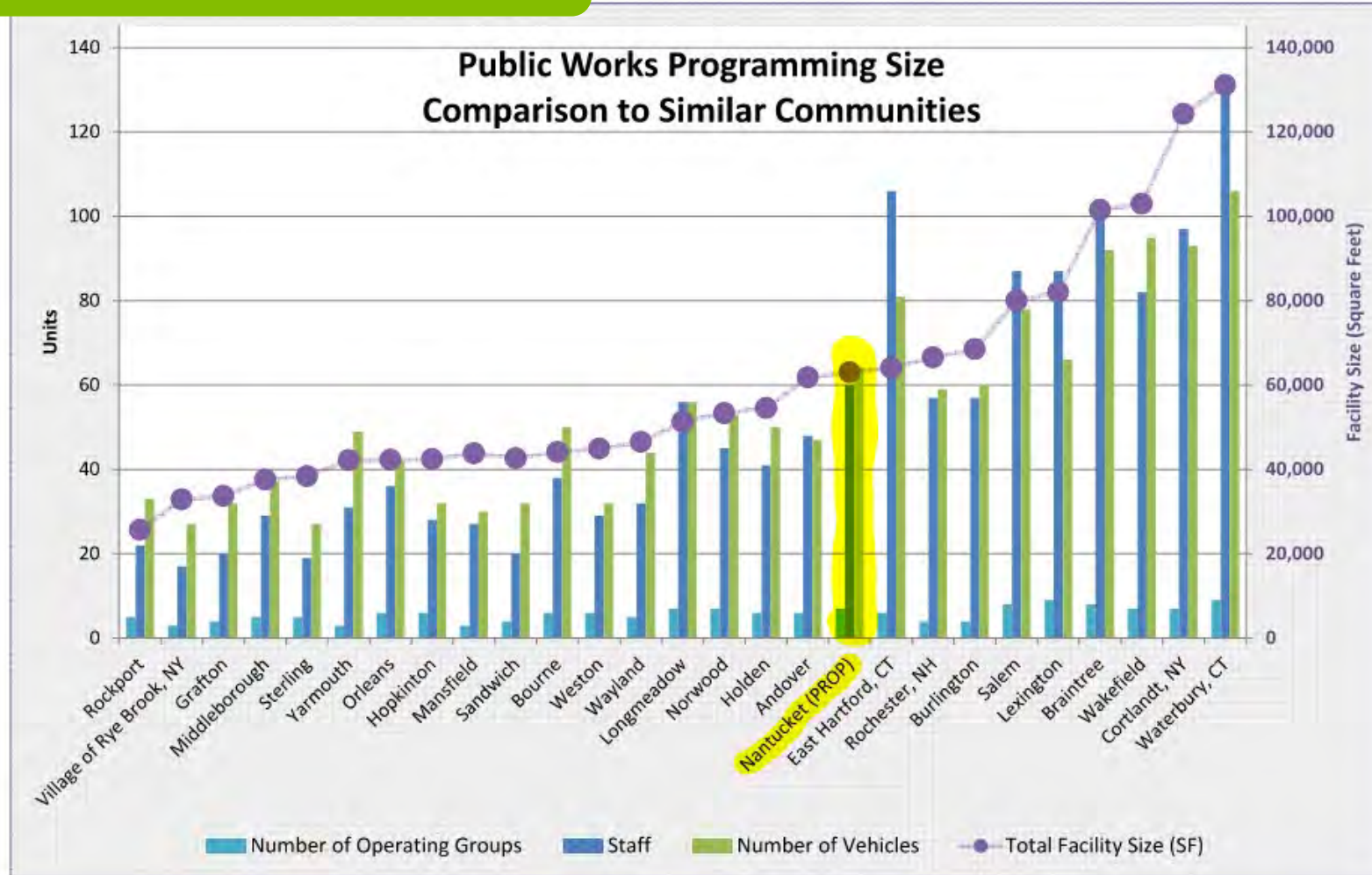
5. PROJECT STATUS UPDATE

Schematic Design Floor Plan



5. PROJECT STATUS UPDATE

Community Comparison



5. PROJECT STATUS UPDATE

Preliminary HDC Review – August 29, 2024



1. SOUTH EAST RENDER



2. SOUTH WEST RENDER



3. AERIAL RENDER VIEW



5. PROJECT STATUS UPDATE

Schematic Design Elevations



North Elevation



East Elevation



West Elevation



South Elevation

5. PROJECT STATUS UPDATE

Schematic Design Cost Estimate

Location/Description	Cost
1 Shadbush Road	
Civil/site work	\$9,300,000
Salt Shed	\$1,500,000
Fuel Island	\$1,300,000
New Building	\$55,600,000
TOTAL =	\$67,700,000
188 Madaket Road	
Additional Costs	\$15,000,000
TOTAL =	\$82,700,000
10 Sun Island Road	
Additional Costs	\$17,000,000*
TOTAL =	\$84,700,000

*Actual lease payment could far exceed this figure.

5. PROJECT STATUS UPDATE

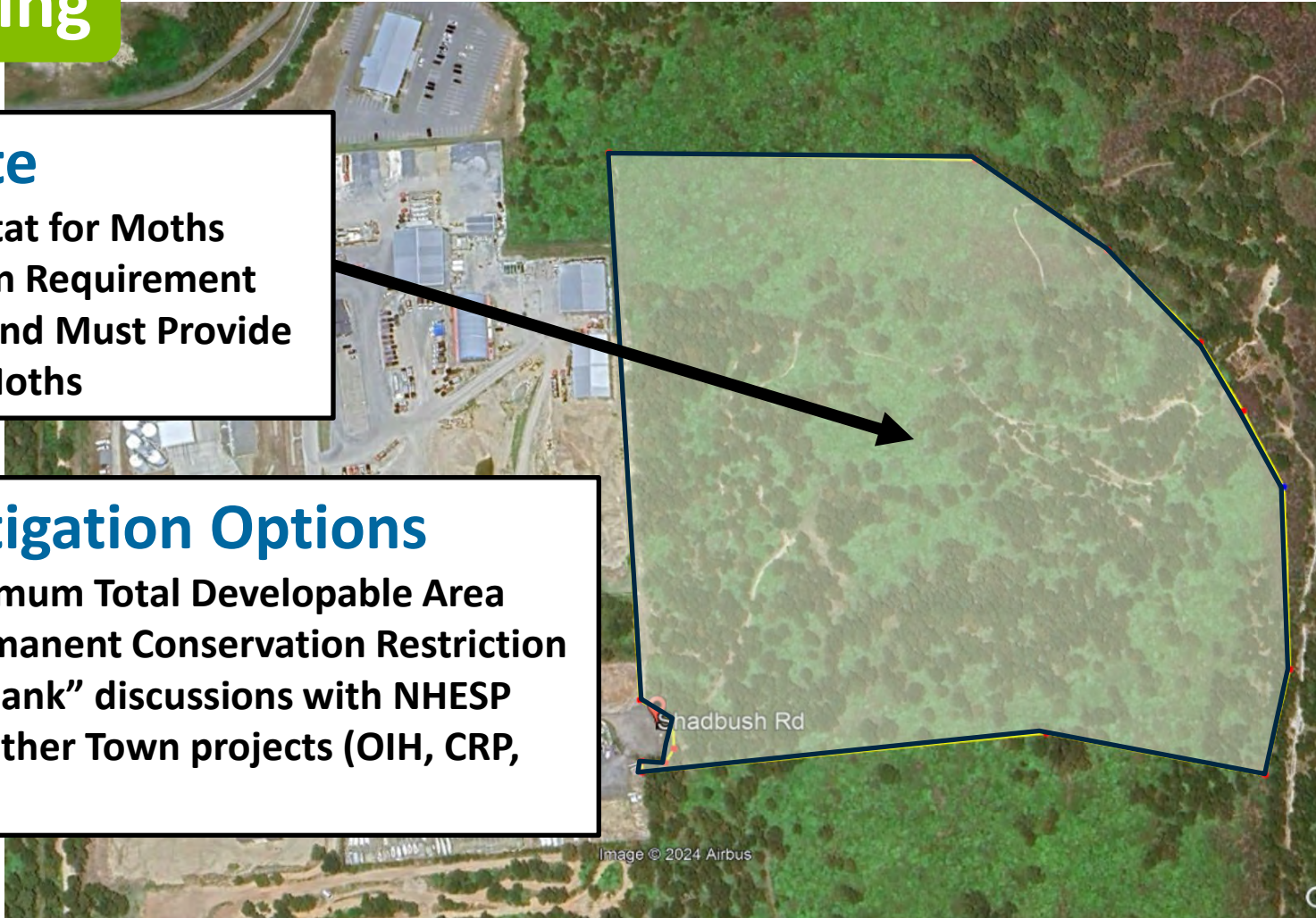
Permitting

27 Acre Site

- Priority Habitat for Moths
- 2:1 Mitigation Requirement
- Mitigation Land Must Provide Habitat for Moths

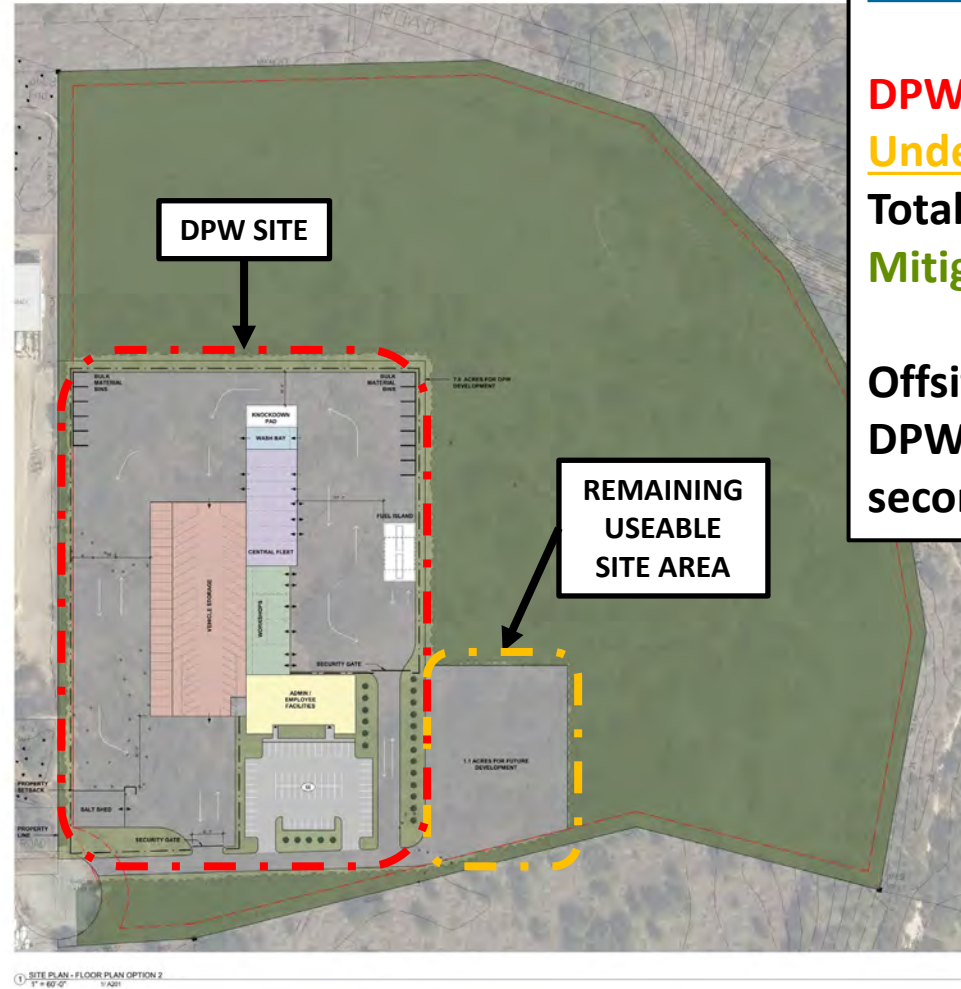
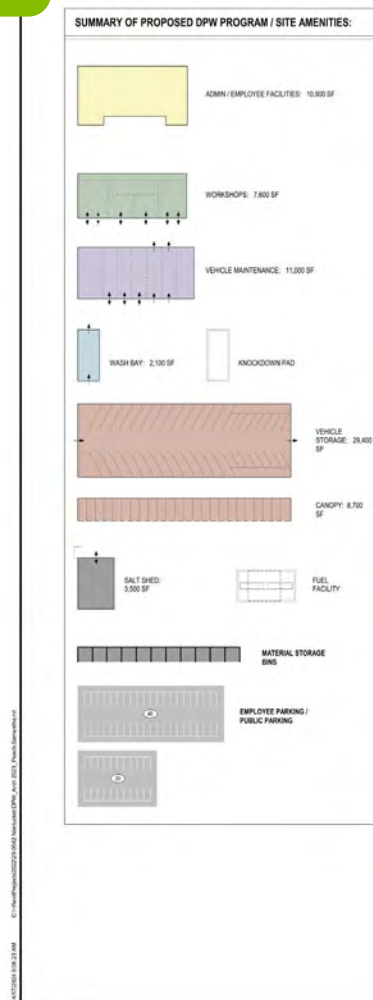
Onsite Mitigation Options

- 9 Acres Maximum Total Developable Area
- 18 Acres Permanent Conservation Restriction
- Mitigation “bank” discussions with NHESP ongoing for other Town projects (OIH, CRP, CWMP, etc.)



5. PROJECT STATUS UPDATE

Permitting



27 Acre Site

DPW Site = 7.9 AC

Undeveloped Area = 1.1 AC

Total = 9 AC

Mitigation Area = 18 AC

Offsite mitigation not required for DPW but would be required for any secondary development >1.1 acres.

Sheet No.	PROGRESS
Scale	1/8" = 1'-0"
Rev. No.	1
Rev. Description	TO CREATE WORKPLAN FOR THE 1.1 ACRES FOR FUTURE DEVELOPMENT TO BE USED FOR THE 1.1 ACRES FOR FUTURE DEVELOPMENT
Date	MARCH 27, 2024
Drawn By	Author
Reviewed By	Checker
Approved By	Approver
WSP Project No.	EN020-0462
WSP File No.	000
Sheet Title	FINAL SITE CONCEPT OPT 2
Sheet Number	Option 4.2

5. PROJECT STATUS UPDATE

Permitting

Other Considerations:

- Segmentation Concerns
- Potential Other Uses:
 - Indoor/outdoor Recreation Center?
 - Employee Housing?
 - Future DPW Expansion Needs?
 - Other?

Approach:

- Site all developable area such that all DPW Mitigation can occur on the 1 Shadbush Site
- Submit permit application to allow for accommodation of other Town/community need(s) adjacent to DPW

Image © 2024 Airbus

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6. NEXT STEPS

Proposed Project Schedule

Design Development & Public Outreach	October 2024 – April 2025
Supplemental Design Funding	Annual Town Meeting, Spring 2025
Construction Documents Complete	August 2025
Bidding	September – October 2025
Construction Funding	Special Town Meeting, Fall 2025
Construction, 18-24 months	Complete in Fall 2027

QUESTIONS?



Project Webpage:
www.Nantucket-ma.gov/dpwcampus

September 17, 2024 Special Town Meeting Follow-up

As of 09/24/24

Article #*	Title	Vote on Motion	Follow-up
1 - X	Zoning Bylaw Amendment/STR - SB	N	None (SB discuss?)
2 - X	Zoning Bylaw Amendment/STR – Benz	N	None
3	Zoning Bylaw Amendment/STR – Cohen	N	None (not called)
4 – X	Zoning Bylaw Amendment/STR – Sanders	N	None
5 - X	General Bylaw Amendment/STR - Perun	Y	Town Clerk to send to AGs, coordinate with General Code
6	General Bylaw Amendment/STR – Cohen	N	None (not called)
7	General Bylaw Amendment/STR – Peel	N	None (not called)
8	Zoning Bylaw Amend/Demo Delay – Bergman	Y	Town Clerk & PLUS coordinate to send votes to AG; Town Clerk coord with General Code; PLUS coordinate for GIS map updates, education of applicable staff; follow-up review/disc with Planning Board, public as needed
9	Zoning Bylaw Amendment/Community Apartment – Cohen	N	None (not called)
10	Zoning Map Change/1 Beach Grass Rd	Y	Town Clerk & PLUS coordinate to send votes to AG; Town Clerk coord with General Code; PLUS coordinate for GIS map updates, education of applicable staff; follow-up review/disc with Planning Board, public as needed
11 - X	Zoning Map Change/44 Skyline - Maury	N	None
12 - X	Zoning Map Change/13 & 13A Woodland - Maury	N	None
13 - X	Sewer District Map Change/44 Skyline – Maury	N	None
14 - X	Sewer District Map Change/13 & 13A Woodland – Maury	N	None
15	Sewer District Map Change/42 Monohansett – Bloise	N	None (not called)

16 - X	HRP: NP&EDC – Rayport	Y	Town Clerk prepare certified copy of vote; Town Admin forward to Legislative Reps
17	Real Estate/81 Washington St – Copenhaver	N	None (not called)

**NOTES:*

If called – “X”



Town Manager's Activities Report

Agenda Item #	X. 5.
Date	09/25/24

Staff

Town Manager, Assistant Town Managers, Administration Staff, Others

Subject

Monthly Town Management Activity Report

Business as Usual

- September 17th Special Town Meeting attendance; follow-up coordination
- Strategic Plan Implementation and Prep (Staff implementation groups established and underway; held updates at SB meetings throughout the summer); Focus Area groups meeting to prep for October Select Board St Plan Retreat
- Monthly Town Manager E-news
- FY 26 Budget and Capital Prep
- Monthly SB Licensing Meeting
- Prep for 2025 Annual Town Meeting and Election
- Continued follow-up from 2024 ATM (HRPs, citizen article re AMH investigation)

Strategic/Major Initiatives

- Vineyard Wind Turbine Blade Failure
- Proposed vessel slowdown restrictions for right whales
- Baxter Road Alt Access and SBPF Geotube Project
- Sheep Pond Road
- Our Island Home Work Group & Organization of Meetings with Sherburne Commons Board, Residents, Outreach to Abutters, Town Departments; Continuing work on design, permitting and other elements (update to SB scheduled for 10/9)
- Long-term Solid Waste Planning –RFP issued; proposals expected week of 9/23; review recommendations with SB Oct/Nov)
- STR Registration Program – update to Board 9/25
- DPW Facility Project planning - update to SB 9/25
- Waitt Drive Seasonal Housing – update to SB 9/18
- Washington Street Corridor / Downtown Flood Barrier Project(s)
- Communications Strategic Plan

- Human Services Grants Review
- Surfside Area Roadway, Stormwater and Sidepath Project
- PFAS
 - o Water Main expansion west of Airport, Tom's Way, Arkansas
 - o Landfill groundwater sampling
 - o WWTF influent sampling
 - o Foam destruction pilot project
 - o Coordination of informational session with DEP 9/10
- Housing initiatives:
 - o coordination of public outreach as to Town Housing activities;
 - o internal staff group for municipal employee housing development potential;
 - o consistent updates with core housing/real estate staff on employee housing initiatives, opportunities;
 - o leases/licenses; property management issues, including maintenance of employee housing lists

Staffing / Personnel Management-Related

- Health and Human Services Director – hired ✓
- DEI Director – job description/alternative opportunities under evaluation with Town employee DEI Committee, Cabinet
- Veteran's Agent - hired ✓
- Deputy Housing Director – hiring process underway
- Minute Taker – hiring process underway
- Town Engineer – re-evaluating
- Professional development plan in progress/implementation

Other

- Mass Municipal Association webinars
- End of Nov: Mass Municipal Manager's Association annual fall conference (2 days/Northampton, MA)
- Real Estate Issues (adding dedicated real estate-related housing legal resources)
- Town Bldg Complex exterior repairs – mostly complete!
- Development of Departmental Monthly Reports to Select Board (replacing quarterly budget reports)

Meetings

WEEKLY MEETINGS:

- Department Heads and Assistant TMs 1:1
- Agenda Prep – weekly meetings
- PFAS weekly

MONTHLY MEETINGS

(or sometimes Bi-Monthly or Weekly):

- Cabinet

- Town Admin Staff – 2 separate meetings monthly
- Cape Cod Managers
- Solid Waste Long-Term Planning
- OIH Facility
- Baxter Road Relocation
- Land Bank – Town Admin check in
- Cabinet Problem-Focused Retreat quarterly (ideally)

QUARTERLY:

- Strategic Plan Internal Staff

Annual Nantucket Civic League Meeting – 9/9
 District Court Community Engagement session
 Master Plan with consultant
 ICMA Annual Conference (Pittsburgh)