Town and County of Nantucket
Select Board • County Commissioners

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

16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
OCTOBER 2, 2024 – 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
******AMENDED SEPTEMBER 30, 2024******

YOU TUBE LINK FOR VIEWING ONLY:
https://youtube.com/live/GDLpWC9I1t4

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_FDAmLkFdSYSziHnyqHEr1A

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 (See https://www.nantucket-ma.gov/3308/Public-Events for Links).

3. Select Board Announcements/Comments.

IV. FOLLOW-UP ON PUBLIC COMMENT QUESTIONS FROM PRIOR SELECT BOARD MEETINGS

1. Response to Public Question from September 25, 2024 Select Board Meeting Regarding Article 36 of 2024 Annual Town Meeting (Non-Binding Appropriation for Independent African Meeting House Vandalism Investigation).

*V. PUBLIC COMMENT**

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of September 25, 2024 at 5:30 PM.

2. Approval of Payroll Warrants for September 29, 2024.

3. Approval of Treasury Warrants for October 2, 2024.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Resignation Acceptances: Capital Program Committee; Zoning Board of Appeals.

2. Housing Office:
   a) Request for Discharge of Housing Rehabilitation Loan Program Mortgage for 119 Hummock Pond Road.

   b) Request for Approval **and Execution** of Purchase and Sale Agreement for 19A First Way.

3. Airport:
   a) Request for **Borrowing** Authoriz**ation** for **Grant Funded** PFAS Response and Mitigation Project, Pursuant to Vote on Article 94 of 2021 Annual Town Meeting **and Chapter 348 of the Acts of 2022**.

   b) Request for Approval of Grant of License with Nantucket Electric Company/National Grid for Underground Electric Distribution System for Airport Property on Airport Road and Monohansett Road for Service to New South Ramp Expansion Noise Monitoring System and Ramp Lights (Will Require Easement/Town Meeting Approval).

4. Zoning Board of Appeals: Request for Special Counsel Regarding Surfside Crossing Remand.

IX. TOWN MANAGER'S REPORT

1. Monthly Departmental Report: Department of Public Works and Solid Waste.

2. Review of 2025 Annual Town Meeting and Annual Town Election Timeline.

X. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XI. ADJOURNMENT

Identified on Agenda Protocol Sheet

AGENDA PROTOCOL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved: March 27, 2024

Town Council Study Committee

Public Forums on Proposed New Town Council Form of Government

When?

- Saturday, October 5 at 10:00 AM
- Thursday, October 10 at 5:30 PM

Where?

- **Participate:**
  - **In person:** Public Safety Facility Community Room, 4 Fairgrounds Road
  - **Zoom:**
    - Saturday, October 5 at 10 AM - https://us06web.zoom.us/webinar/register/WN_TtRcy3B8Qo252Rs2EVy0TQ
    - Thursday, October 10 at 5:30 PM - https://us06web.zoom.us/webinar/register/WN_d9clGhweSGy6znHg_N7sEQ
- **Watch it live on YouTube:**
  - **Saturday, October 5 at 10 AM -** https://youtube.com/live/h1vGiaYWjMo
  - **Thursday, October 10 at 5:30 PM -**https://youtube.com/live/cbxQYT220ZQ

TOWN/COUNTY OF NANTUCKET
TOWN ADMINISTRATION OFFICE

MEMO

TO: C. Elizabeth Gibson

FROM: Erika Mooney, Operations Administrator

CC:

DATE: September 26, 2024

RE: Article 36 of 2024 Annual Town Meeting

During the August 21, 2024 Select Board status update of Article 36 of 2024 Annual Town Meeting (Non-Binding Appropriation for Independent African Meeting House Vandalism Investigation) and discussion of the Scope of Services for the investigation, I informed Article 36 sponsor, Gail Holdgate, that I would make her copies of the agenda packet materials, which consisted of the African Meeting House Scope of Services for an independent review of the investigation and a certified copy of Article 36 of the 2024 ATM. On September 3, 2024, I texted Ms. Holdgate to remind her that the materials had been ready for pick up. She picked them up that day.

16 Broad Street ● Nantucket, MA 02554 ● (508) 228-7255 ● Fax: (508) 228-7272
www.nantucket-ma.gov

African Meeting House - Scope of Services for Independent Review of Investigation

1. The consultant should conduct a complete file review of all Police Department files and all publicly available files from the District Attorney's Office, Massachusetts State Police, and Attorney General's Office related to the African Meeting House investigation that began on March 11, 2018.
2. The consultant should prepare a report that is suitable for public disclosure outlining the steps that were taken by the Nantucket Police Department in pursuing the investigation.
3. The report should make findings whether the Nantucket Police Department followed the appropriate process in conducting the investigation and making criminal referrals.
4. The report should identify any deficiencies in the steps undertaken by the Nantucket Police Department and include findings as to any further steps that should have been undertaken.

5 The report should also identify barriers that were encountered during the relevant timeframe that may have impeded the ability of the Nantucket Police Department to gather all relevant facts.

6 The report should assess what steps, if any, the Nantucket Police Department could or should have taken, given the constraints attendant to any criminal investigation, to keep the public more fully informed of the progress of the investigation.

7 Finally, the report should provide recommendations as to how similar incidents could be handled more effectively in the future by the Police Department and the Town.

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

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

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

May 7, 2024

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the May 7, 2024 ANNUAL TOWN MEETING adopted **Article: 36** at the May 7, 2024 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 36
(Appropriation: African Meeting House Investigation)

To see if the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent for the purpose of funding to undertake an investigation into, but not limited to, the hate crime at the Historic African Meeting House committed in 2018. Moreover, to review the investigation conducted by Town Administration the Select Board, Nantucket Police Department, Cape and Islands DA and the Attorney Generals Office. This would be conducted by a professional team of independent investigators, given all the rights and privileges to communications, documents and be allowed interviews of Town and State Officials. The results would be released as a public document and the investigation would have the oversight of the articles sponsors.

(Gail Holdgate, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

Holdgate Positive Motion Proposed by James Barrows at Town Meeting:

ARTICLE 36
(Appropriation: African Meeting House Investigation)
Gail Holdgate Motion

I move that the Town vote to direct the Select Board to undertake an investigation into the hate crime at the Historic African Meeting House committed in 2018. Moreover, to review the investigation conducted by Town Administration the Select Board, Nantucket Police Department, Cape and Islands DA and the Attorney General's Office; and further to transfer from Free Cash the sum of $60,000 for this purpose.

VOTE: The Vote on the Motion pursuant to Article 36, as moved by James Barrows (the Gail Holdgate Motion), was by Majority Vote, Yes: 387, No: 115. The Motion was Adopted.

Nancy L. Holmes, CMC
Town & County Clerk

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Resignation Acceptances

   - Capital Program Committee – Stephen Welch, effective immediately.

   - Zoning Board of Appeals – Michael J. O'Mara, effective following the last meeting of December 2024 (currently scheduled for December 12, 2024)

Recommended Motion: To accept the resignations with the effective dates noted, with thanks for the committee members' service to the Town.

Stephen Welch
P.O. Box 3777
Nantucket, MA 02584

RECEIVED
SEP 23 2024
CKET TOWN ADMINIS ATION

September 22, 2024

Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

RE: Capital Program Committee Involvement

NANTUCKET TOWN CLERK
2024 SEP 20 P 9:49

Dear Board:

I am writing to let you know, I am no longer able to serve as your appointee to the Capital Program Committee:

1. My employer (the Town of Nantucket) has changed my long-established work schedule, eliminating flexible scheduling (for me), in effect shifting my required work day three hours later. This has a ripple effect beyond simply rescheduling my day; given the responsibilities of this particular committee, it is now impractical for me to continue to properly address duties and workload of the chair, or as a fully engaged regular member.
2. Also due to this change and regardless what capacity I serve, to attend regularly scheduled meetings now requires use of paid leave (vs. for instance my free time outside of work). Given my longstanding duty to assist my two, tragically-disabled brothers, this is impractical—my paid leave and the flexibility such time provides is earmarked for those responsibilities.

The foregoing is simply an explanation of my current circumstances with regard to this particular committee.

It's been a privilege to serve as Capital Program Committee's Chair over the last seven years, serving our community by providing citizen review and recommendations for annual expenses that often eclipse the Town's operating budget.

With thanks for the professionalism of the Committee's membership and Town staff when I signed on:

1. We swiftly systemized and matured the capital review process, helping to bring transparency and accountability.
2. I'm proud of significant accomplishments made the first several years of my involvement, which we've since enhanced, including i) to systematize the capital review process by way of an advanced ranking system, which established clear priorities for department heads, leveling the playing field for them while helping enhance strategic goals of the Select Board and other Town agencies, and most importantly reflecting our community's needs, ii) the creation of a database for advanced data-collection and reporting, which systematizes entry of capital requests and streamlines their management, providing leadership's ready access to important decision-making tools, iii) implementation of a comprehensive annual report with recommendations, which has been published on the Committee's webpage each year after presentation to both the Select Board and the Finance Committee, and iv) various planning and strategizing initiatives that have been adopted by the Town Manager.
3. A structural overhaul as was accomplished ordinarily takes much longer than we required—and it is rarely supported when suggested by a relatively unknown (at the time) entity. It was humbling and gratifying to have these major improvements so readily adopted and to have led their implementation.

Thank you for having appointed me and for the opportunity of the overall experience—it was my honor.

Respectfully,

Stephen Welch

MICHAEL J. O'MARA
240 POLPIS ROAD
NANTUCKET, MASSACHUSETTS 02554

NANTUCKET
TOWN CLERK
2024 SEP 25 AM 8:33

September 24, 2024

Select Board of Nantucket
Libby Gibson, Town Manager
Susan McCarthy, Chair of the Zoning Board of Appeals
16 Broad Street
Nantucket, MA 02554

Dear Select Board, Libby, and Susan,

I have decided that I will be stepping down from the Zoning Board of Appeals effective at the end of the year or more specifically the last ZBA meeting in December 2024. I have mostly enjoyed my service on the Board and frankly would have resigned a couple of years ago if it wasn't for the good work that Susan has been doing as the Chair.

Sincerely,

Michael J. O'Mara

RECEIVED
SEP 24 2024
NANTUCKET TOWN ADMINISTRATION

Agenda Item Summary

Agenda Item #	VIII. 2a.
Date	9/25/24

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Discharge of Mortgage on 119 Hummock Pond Road from Jocelyn Schwartz and Daniela Coleman, Trustees of Schwartz Family Irrevocable Trust

Executive Summary

In 2005 Nantucket received a Small Cities Community Development Block Grant for funding for a Housing Rehabilitation Program. This program was originally administered by Housing Nantucket and subsequently responsibility was transferred to the Town. The amount was covered by a fifteen-year 0% interest rate mortgage that was to be forgiven at 1/15 of the principal amount per year as long as the homeowner or their families remain in the home and remain income qualified. As the loan has been satisfied in 2024 simply by the owner continuing to live in the house, the owner accordingly has requested the mortgage be discharged for the property.

Staff Recommendation

Recommend the execution of the Discharge of Mortgage prepared by Town Counsel

Background/Discussion

The Schwartz Family has satisfied the mortgage requirements and therefore the mortgage should be discharged.

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

Follow-through on a year-round housing program

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Housing Rehabilitation Program

Attachments

1. Promissory Note
2. Housing Rehabilitation Loan Program Mortgage
3. Assignment of Mortgage
4. Discharge of Mortgage Prepared by Town Counsel

Nantucket Housing Office

Housing Rehabilitation Loan Program

Promissory Note

Date: **May 2, 2005**

For Value Received, **Schwartz Family Irrevocable Trust** with a mailing address of **c/o Jessie M. Glidden, attorney, 37 Centre Street, PO Box 1079, Nantucket, Massachusetts, 02554**, ("Maker") does hereby promise to pay to the order of the NHA Properties, Inc. d/b/a/ Nantucket Housing Office, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, ("Holder") or its designee, at its office at 15 Teasdale Circle, Nantucket Massachusetts, 02554 the principal sum of **THIRTY NINE THOUSAND and NINE HUNDRED AND NINEY SEVEN DOLLARS and FORTY-THREE CENTS ($39,997.43),** without interest thereon, except as set forth herein.

The indebtedness evidenced by this Note is secured by a Mortgage of even date on property located and known as **119 Hummock Pond Road, Nantucket County, Massachusetts 02554** and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

All outstanding principal shall be due and payable upon the sale of the premise, if said sale takes place previous to (15 years to date of closing) **May 2, 2020** (Maturity Date). Provided that Maker is not in default under this Note or the Mortgage, such default described below, the full amount of the outstanding principal shall be forgiven following the Maturity Date.

If the sale of said premises takes place prior to the Maturity Date, the outstanding principal shall be forgiven proportionate to the years remaining until the Maturity Date at a rate of $1/15^{th}$ per annum.

It shall be a default under this Note if (I) Maker sells or transfers the Property within fifteen (15) years of the signing of this Note; (II) Maker sells, transfers or otherwise encumbers the Property previous to the Maturity Date, without prior written approval of the Holder as specified below; (III) Maker defaults on any of its obligations under this Note or Mortgage: or (IV) Maker fails to rent to low and moderate income persons as defined under applicable rules and regulations of the United States Department of Housing and Urban Development ("HUD").

In the event of such a default under the Note or Mortgage, interest at the rate of the Prime Rate (as published in the Wall Street Journal) *plus* **two percent** (2%) per annum shall thereafter accrue on the outstanding principal balance, at the option of the Holder, all

outstanding principal and any accrued, unpaid interest shall then become immediately due and payable, without notice or demand by Maker.

The rights and remedies of the Holder as provided in this Note and Mortgage shall be cumulative and concurrent, and may be pursued singly, successively, or together, against the Maker, the Property described in the Mortgage, and Guarantor hereof and any other funds, property, or security held by the Maker. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release by Holder of said rights or remedies or the right to exercise them at a later time.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, and also notice of protest and demand, of non-payment, of dishonor and of maturity and also recourse to suretyship defenses generally; and they also jointly and severally hereby consent to any and all renewals, extensions, or modifications of the terms hereof or the release or the substitution of any security for the indebtedness evidenced hereby and any other indulgences shall not affect the liability of any of the said parties for the indebtedness evidenced by this Note. Such renewals, extensions, or modifications may not be made without the prior written consent of the first mortgage lender.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, agree, jointly or severally, to pay all costs of collection, including reasonable attorney's fees and all costs of the suit, in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon is not paid when due, or in case it becomes necessary to protect the security for the indebtedness evidenced herein, or for the foreclosure by the holder of the Mortgage, or in the event the Holder is made a party to any litigation because of the Note, Mortgage or related loan documents, whether suit be brought or not, through courts of original jurisdiction, as well as courts of appellate jurisdiction, or through a Bankruptcy Court or any other legal proceedings.

This Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. Whenever used herein, "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

All notices to be given to the parties under this Note shall be given in writing at the addresses given above.

This Note shall be construed according to and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Maker has executed this Note as a sealed instrument as of the date set forth below.

Borrower

Co-Borrower

Co-Borrower

STATE OF: Massachusetts

Suffolk ***County, ss.*** ***May*** 5 ***, 2005***

Then personally appeared the above named Daniela Coleman, proved to me through satisfactory evidence of identification, which was/were Mass licence to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.

Notary Public Ronald E. Tremblay

My Commission expires:

RONALD E. TREMBLAY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 16, 2012

STATE OF: ny

ny ***County, ss.*** ***May*** 6 ***, 2005***

Then personally appeared the above named Enkis Tusi,
proved to me through satisfactory evidence of identification, which was/were _____ to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.

George Graceman
Notary Public State of NY
30-1587630
Certificate Filed in NY Cnty
2/28/06 Commission Expires

Notary Public _____

My Commission expires:

STATE OF: CALIFORNIA

ALAMEDA ***County, ss.*** ***May*** ~~10~~ 9 ***, 2005***

Then personally appeared the above named Jocelyn Peralta,
proved to me through satisfactory evidence of identification, which was/~~were~~ _____ to be the person whose name~~(s)~~ is/~~are~~ signed on the preceding document and acknowledged that ~~he~~/she/~~they~~ executed the foregoing instrument voluntarily for its stated purpose.

TRISTAN D. BERTHEAUD
COMM. # 1563134
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Mar. 22, 2009

Notary Public _____

My Commission expires: 3/22/2009

Nantucket County - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 8/26/2024 10:54:18 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
2817	MORTGAGE		00971/152	08/08/2005	39997.43

Property-Street Address and/or Description

119 HUMMOCK POND ROAD

Grantors

SCHWARTZ FAMILY IRREVOCABLE TRUST, TUCK ERIKA E TR, SCHWARTZ JOCELYN TR, PERALTA JOCELYN TR, COLEMAN DANIELA TR

Grantees

NHA PROPERTIES INC

References-Book/Pg Description Recorded Year

Registered Land Certificate(s)-Cert# Book/Pg

Bk: 971 Pg: 152 Page: 1 of 11
Doc: MTG 08/08/2005 01:06 PM

Nantucket Housing Office

Housing Rehabilitation Loan Program

Mortgage

THIS MORTGAGE ("Security Instrument") is given on **May 2, 2005**. The mortgagor is **Schwartz Family Irrevocable Trust, Erika E. Tuck, Jocelyn Schwartz* and Daniela Coleman, Trustees** with a mailing address of **c/o Jessie M. Glidden, attorney, 37 Centre St., Box 1079, Nantucket, MA, 02554** ("Borrower"). This Security Agreement is given to NHA Properties, Inc d/b/a Nantucket Housing Office (NHO) a duly organized non-profit corporation under the laws of the Commonwealth of Massachusetts, whose address is 15 Teasdale Circle, Nantucket, Massachusetts, 02554 ("Lender").

* also known as Jocelyn Peralta

Background and Granting Clause

Borrower is indebted to Lender in the principal sum of **THIRTY NINE THOUSAND and NINE HUNDRED AND NINEY SEVEN DOLLARS and FORTY-THREE CENTS ($39,997.43)** (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (the "Note") providing for repayment of the Loan under certain conditions and providing for other conditions of the Loan.

This Security Instrument secures to the Lender the repayment under the Note and the performance of the covenants and agreements of the Borrower contained in this Security Instrument and in the Declining Loan Agreement of even date between Borrower and Lender ("Loan Agreement"). For this purpose, Borrower does hereby mortgage, grant, and convey to Lender, with power of sale, the following property located in the **Town of Nantucket, County of Nantucket, Massachusetts:**

For legal description, see Exhibit A attached hereto and incorporated herewith.

Which has a property address of **119 Hummock Pond Road, Nantucket Massachusetts** ("Property Address").

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said real property are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for that certain mortgage by and between Borrower and (the "Senior Mortgage"). Borrower warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

The Lender has a mailing address of P.O. Box 3149, Nantucket, MA 02584. All notices and payments to the Lender under this Security Instrument or the Loan Documents shall be made to the Lender at this address.

Covenants

Borrower and Lender agree as follows:

1. **Repayment:** In the event the Borrower sells or transfers the property or fails to rent to low or moderate income tenants at an affordable rent before the fifteenth anniversary of the Note or is in default under any other provisions of this Note or Mortgage, the Borrower shall repay to the Lender an amount as calculated under this Note.

2. **Prior Mortgages; Charges; Liens**: Borrower shall perform all of Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

3. **Hazard Insurance:** Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of the Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreements with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to Lender within Thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortagee under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

4. **Preservation and Maintenance of Property, Protection of Lender's Security:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

If borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and

entering on the Property to make repairs. Although Lender may take action under this paragraph 4, Lender does not have to do so.

Any amounts disbursed under this paragraph 4 shall become additional debt of the Borrower secured by this Security Instrument.

5. **Rental Restrictions** (if applicable): Regulation of the Federal Department of Housing and Urban Development (HUD) relating to the use of rental rehabilitation funds as from time to time shall be in effect shall be complied with by the Borrower. These restrictions shall endure for a period of Fifteen (15) years from the date of this Security Instrument. Such regulations include, but are not limited to, the following: (I) restriction of occupancy of units in the Property to individuals or families whose annual incomes, at the time of the Loan Closing, do not exceed various percentages of the median family income as determined by HUD; (II) prohibition of rental increases for a Two (2) year period following the signing of this Security Instrument; (III) establishment of a ceiling on rents which may be charged for such units; and (IV) requirement of annual certification of tenant income, rents charged and utility allowance.

6. **Inspection:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower reasonable notice prior to any such inspection specifying reasonable cause therefore relating to Lender's interest in the Property.

7. **Condemnation:** The proceeds of any award of any claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Lender to the extent of the Lender's interest in the Property, subject to the terms and conditions of the Senior Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver:** Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Security Instrument granted by the Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demands made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers:** The Borrower's interest under the Note and this Security Instrument may not be transferred, assigned, or assumed without the written consent of the Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

10. **Notice:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or mailing such notice by certified mail addressed to Borrower at the Property Address, and (b) any notice to the Lender shall be given by hand delivery or certified mail to Lender's address stated herein or to such other address Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. **Governing Law; Severability:** This Security Instrument shall be governed by the laws of the Commonwealth of Massachusetts. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Breach; Remedies:** Subject to the terms and conditions of the Senior Mortgage, upon Borrower's breach of the Statutory Condition or any covenant or agreement of Borrower in the Note, the Loan Agreement or this Security Instrument including the covenant to pay sums when due secured by this Security Instrument, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the Statutory Power of Sale and any other remedy permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Security Instrument.

If Lender invokes the Statutory Power of Sale, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner provided by applicable law. Lender or Lender's designee may purchase the property at any sale. The proceeds in the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by any mortgage with a lien which has priority over this Security Instrument; (c) to all sums secured by this Security Instrument; and (d) the excess, if any, to the person or persons legally entitled thereto.

13. **Borrower's Right to Reinstate:** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, subject to the terms and conditions of the Senior Security Instrument, Borrower shall have the right to have any proceedings begun by the Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of **(i)** sale of the Property pursuant to the Statutory Power of Sale contained in this Security Instrument, (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower cures all breaches of covenants or agreements of Borrower contained in the Note, the Loan Agreement, and this Security Instrument; (b) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 12 hereof; including, but not limited to, reasonable attorneys' fees; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, the Note, the Loan Agreement, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. **Release:** Upon the expiration of the term of the Note or upon proper payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without any cost to Borrower. Borrower shall pay the recording fee to have the discharge recorded.

D Coleman

Daniela Coleman **Borrower**

Erika Tuck

Erika Tuck **Co-Borrower**

Jocelyn Schwartz Pereira

Jocelyn Schwartz Pereira **Co-Borrower**

STATE OF: Massachusetts

Suffolk ***County, ss.*** ***May*** 5 ***, 2005***

Then personally appeared the above named Daniela Coleman, proved to me through satisfactory evidence of identification, which was/were Mass Driver Lic to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.

RONALD E. TREMBLAY NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES MARCH 16, 2012

Notary Public R E Tremblay

My Commission expires

RONALD E. TREMBLAY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 16, 2012

STATE OF: NY

NY ***County, ss.*** ***May*** 6 ***, 2005***

Then personally appeared the above named Emily Judd, proved to me through satisfactory evidence of identification, which was/were _____ to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.

George Grossman
Notary Public State of NY
30-1587800
Certificate Filed in NY Cnty
2/28/06 Commission Expires

Notary Public _____

My Commission expires:

STATE OF: CALIFORNIA

ALAMEDA ***County, ss.*** ***May*** ~~10~~ 9th ***, 2005***

Then personally appeared the above named Jocelyn Peralta, proved to me through satisfactory evidence of identification, which was/~~were~~ _____ to be the person whose name~~(s)~~ is/~~are~~ signed on the preceding document and acknowledged that ~~he~~/she/~~they~~ executed the foregoing instrument voluntarily for its stated purpose.

TRISTAN D. BERTHEAUD
COMM. # 1563134
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Mar. 22, 2009

Notary Public _____

My Commission expires: 3/22/2009

Nantucket Housing Office

Housing Rehabilitation Loan Program

Mortgage

EXHIBIT A

the land in Nantucket Town and County, Massachusetts, together with the dwelling house and all other buildings thereon, situate at the corner of Mill Brook Road and Hummock Pond Road, and bounded and described as follows:

NORTHERLY and EASTERLY		215.20 feet 204.18 feet by land of the grantors herein;
SOUTHERLY	by	Hummock Pond Road, 248.94 feet; and
WESTERLY	by	Mill Brook Road, 196.00 feet.

Being shown as Lot 3 on Plan of Land of William W. and Patricia J. Larrabee, dated October 30, 1970, drawn by Josiah S. Barrett, and recorded at the Nantucket Registry of Deeds.

For Title reference, see Book 328, Page 172 in the Nantucket County Registry of Deeds

TRUSTEE'S CERTIFICATE

We, ERIKA E. TUCK, JOCELYN SCHWARTZ*, and DANIELA COLEMAN hereby certify that as of this date, we are the Trustees of the SCHWARTZ FAMILY IRREVOCABLE TRUST u/d/t dated June 15, 1989, filed with the Nantucket Registry of Deeds in Book 328, Page162; said Trust has not been amended, terminated or revoked and is in full force and effect; and further certify that we are duly authorized to execute and deliver the attached mortgage and that such instrument is valid, binding, effective and legally enforceable in accordance with said Trust instrument.

Dated: July 19 2005

* AKA Jocelyn Peralta

**********Signature pages to follow**********

Coleman

DANIELA COLEMAN

Commonwealth of Massachusetts

~~STATE OF~~ _____

County of Nantucket

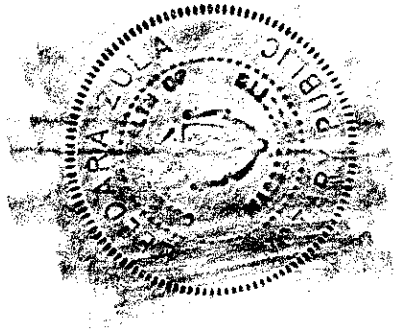
On this 19 day of July, 2005, before me, the undersigned notary public, personally appeared DANIELA COLEMAN, Trustee as aforesaid (a) X personally known to me, or (b) ____ proved to me through satisfactory evidence of identification, which was _____, (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____

Official Signature and Seal of Notary Public

My commission expires:

LEEDARA ZOLA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 3, 2006



Jocelyn Peralta

JOCELYN SCHWARTZ
PERALTA

STATE OF CA

County of Alameda

On this 22 day of July, 2005, before me, the undersigned notary public, personally appeared JOCELYN SCHWARTZ, Peralta, Trustee as aforesaid (a) ____ personally known to me, or (b) ✓ proved to me through satisfactory evidence of identification, which was CA Driver License, (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Official Signature and Seal of Notary Public
My commission expires: June 4 2007

HRE1 MITCHELL D. LEE
COMM. # 1416653
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. June 4, 2007 HRE1

Erika E. Tuck
ERIKA E. TUCK

STATE OF New York

County of New York

On this 26 day of July, 2005, before me, the undersigned notary public, personally appeared ERIKA E. TUCK, Trustee as aforesaid (a) ____ personally known to me, or (b) ✓ proved to me through satisfactory evidence of identification, which was NY STATE Driver's License (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Official Signature and Seal of Notary Public
My commission expires:

MARK B. LINDE
Notary Public, State of New York
No. 01LI6121090
Qualified in Westchester County
Certificate filed in New York County
Commission Expires Jan. 10, 2009

NANTUCKET COUNTY Received & Entered
Attest: Joanne L. Keller, Register of Deeds

Bk: 1221 Pg: 33 Page: 1 of 1
Doc: ASS 03/01/2010 02:37 PM

ASSIGNMENT OF MORTGAGE

119 Hummock Pond Road

NHA Properties, Inc., a Massachusetts non-profit corporation having an address of 15 Teasdale Circle, Nantucket, Massachusetts, 02584 doing business as Housing Nantucket, holder of a mortgage from NHA Properties, Inc. to Schwartz Family Irrevocable Trust, Erika T. Tuck, Jocelyn Schwartz, and Daniela Coleman, Trustees in the original principal amount of THIRTY-NINE THOUSAND NINE HUNDRED AND NINETY-SEVEN Dollars and FORTY-THREE Cents ($39,997.43), dated May 2nd, 2005 and recorded with the Nantucket County Registry of Deeds in Book 971, Page 162 hereby assign said mortgage and the note and claims secured thereby to the Town of Nantucket, a body politic and corporate having an address of Town and County building, 16 Broad Street, Nantucket, Massachusetts 02554.

Executed under seal this 25th day of Feb, 2010.

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

By: _____
Print: PAUL A WOLF SR
Title: pres + TREAS
Duly authorized

Commonwealth of Massachusetts
Nantucket County, ss

On this 25th day of February, 2010, before me, the undersigned notary public, personally appeared Paul Wolf, as trea for NHA Properties, Inc., proved to me through satisfactory evidence of identification, which were ☐ photographic identification with signature issued by federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☑ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

_____
Notary Public
My commission expires:

"Notary Public"
Anne M. Kuszpa
Commonwealth of Massachusetts
My Commission Expires on 3/14/2014

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

DISCHARGE OF MORTGAGE

HOUSING REHABILITATION LOAN PROGRAM MORTGAGE

The TOWN OF NANTUCKET, as assignee of that certain mortgage from NHA PROPERTIES, INC. d/b/a Housing Nantucket, such Assignment of Mortgage having been recorded in the Nantucket Registry of Deeds in Book 1221, Page 33 on March 1, 2010, on that certain property known as 119 Hummock Pond Road, Nantucket, Massachusetts, and as holder of a Mortgage from JOCELYN SCHWARTZ and DANIELA COLEMAN, Trustees of the SCHWARTZ FAMILY IRREVOCABLE TRUST u/d/t dated June 15, 1989, and recorded with the Nantucket Registry of Deeds in Book 328, Page 162, with a mailing address of c/o Attorney Jessie M. Brescher, 37 Centre St. – Box 1079, Nantucket, MA, 02554, dated May 2, 2005, in the original principal amount of THIRTY NINE THOUSAND NINE HUNDRED AND NINETY SEVEN DOLLARS AND FORTY-THREE CENTS ($39,997.43), encumbering the property known as 119 HUMMOCK POND ROAD, NANTUCKET TOWN AND COUNTY, MASSACHUSETTS, and recorded with the Nantucket Registry of Deeds in Book 971, Page 152; (hereinafter referred to as the "Mortgage"), acknowledges satisfaction of same and hereby cancels and discharges said Mortgage, the Note and all obligations secured thereby.

[*Signature page to follow*]

EXECUTED under seal this _____ day of_____ , 2024.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

_____
Brooke Mohr, Chair

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____ , 2024, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Chair of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she 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:

_____

Agenda Item Summary

Agenda Item #	VIII. 2b.
Date	10/2/24

Staff

Kristie Ferrantella, Housing Director

Subject

Approval of Purchase & Sale Agreement for Acquisition of 2-bedroom Duplex Unit at 19A First Way

Executive Summary

This is to approve the Purchase & Sale ("P&S") Agreement for the acquisition of 19A First Way, a 2 BR duplex unit, for the purposes of providing housing to municipal employees. The Town of Nantucket currently owns the other side of the duplex, 19B First Way, which was purchased in 2023 for municipal employee housing.

Staff Recommendation

Approve the execution of the P&S.

Background/Discussion

The following terms are the key terms for the Offer to Purchase 19B First Way:

1. Purchase Price: The Purchase Price is $920,000. There is no deposit required. There is no contingency for a Town Meeting Vote for an appropriation for the funds as the Town will be using funds it has available for the purchase.
2. Inspections: An inspection has been ordered and completed. Please see attached report.
3. Appraisal: The Town has ordered an appraisal of the property. The appraisal of the Premises must be of a value equal to or less than the purchase price.
4. Credit at Closing: The Seller is giving the Town a credit in the amount of $6,500.00 for replacement of the existing oil tank in the Premises.
5. Title Examination: The Town will be ordering a title examination of the property.

Impact: Environmental ☐ Fiscal ☒ Community☒ Other☐

N/A

Board/Commission Recommendation

The Board previously approved the acquisition in Executive Session on July 11, 2024.

Public Outreach

N/A

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

N/A

Attachments

1. Executed Offer to Purchase
2. Purchase & Sale Agreement
3. Inspection Report

Offer to Purchase Real Estate

The Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board (the ”Town”), having an address at Town & County building, 16 Broad Street, Nantucket, Massachusetts 02554, hereby offers to purchase from Robert Reed and Pamela Reed as Beneficiaries of 100% interest in the 19 First Way Nominee Trust under a Declaration of Trust dated December 31, 2008, recorded with Nantucket County Registry of Deeds in Book 1165, Page 219, with a mailing address of _____, Nantucket, Massachusetts 02554 (the “Seller”), the following described premises:

A condominium unit located at First Way, Nantucket Massachusetts identified as Unit A of the 19 First Way Condominium (the “Condominium”) created pursuant to Massachusetts General Laws Chapter 183A by Master Deed dated September 29, 2023, and recorded with Nantucket County Registry of Deeds in Book 1951, Page 232, together with (a) an undivided fifty (50%) percentage interest of said Unit in the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any documents governing the operation of the Condominium, including without limitation the Master Deed, the By-laws of the organization of unit owners and any administrative rules and regulations adopted pursuant thereto (together, the “Condominium Documents”) (the “Premises”). The Premises is more particularly described in the Seller’s Deeds recorded with Nantucket County Registry of Deeds in Book 1165, Page 225, Book 1481, Page 100 and Book 1481, Page 102.

Town’s offer is subject to the following terms and conditions:

1. The Town will pay as consideration Nine Hundred Twenty Thousand and 00/100 ($920,000.00) Dollars for the Premises, which amount will be paid in full at the time of the delivery of the deed by bank check, municipal treasurer’s check or wire transfer at the Seller’s option.

2. This Offer is good until 5:00 p.m. on August 23, 2024, at or before which time a copy of this Offer must be signed by the Seller and delivered to Town Offices to the attention of Kristie Ferrantella, 16 Broad Street, Nantucket, or else this Offer shall be void and of no force and effect.

3. The Closing shall take place on October 11, 2024 at 11:00 a.m. at the Nantucket County Registry of Deeds, a closing by mail, or such other place as agreed to by the parties in writing.

4. If this Offer is accepted by the Seller, then this Offer is subject to and conditioned on the satisfaction of the following conditions (collectively the “Closing Conditions”), which closing conditions shall be incorporated into the Purchase and Sale Agreement:

(a) The Seller and the Town executing a mutually satisfactory Purchase and Sale Agreement within fourteen (14) days from the date the Offer is accepted by the Seller, which Purchase and Sale Agreement shall set forth all of the terms and conditions of this transaction and include the conditions set forth herein, which shall then become the agreement of the parties;

(b) The Seller conveying good and clear record and marketable fee simple title to the Premises running to the Town or to its nominee, free and clear of all easements, restrictions, and other encumbrances that may affect the Town's use of the Premises for residential housing purposes;

(c) The Town and its agents and consultants having the right to enter the Premises upon forty-eight (48) hours' notice to Seller, for the purposes of conducting inspections, surveys, and tests of the Premises, including without limitation, environmental site assessments. The Town shall give written notice to the Seller within thirty (30) days of the acceptance of the Offer of any objectionable findings to the condition of the Premises and, may in its sole discretion terminate this Agreement, whereupon all rights and obligations of the parties shall cease. If the Premises are not purchased by the Town in accordance with the terms of the Agreement for any reason other than a breach by Seller, the Town shall restore the Premises to the condition existing prior to the Town's inspections, as closely as practicable. The Town shall to the extent permitted by law, indemnify the Seller against claims for damages or injury arising from said entry;

(d) Compliance with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property;

(e) Compliance with any general or special laws or regulations applicable to the acquisition of real property;

(f) The Town having the right to assign its rights and obligations under this Offer and the Purchase and Sale Agreement, to its nominee; and

(g) Acceptance of the Town's offer to purchase Unit A, 19A First Way, by Owner of said property and execution of a Purchase and Sale Agreement between Owner and the Town for said purchase.

(h) Buyer acknowledges that Seller may claim this sale of the Premises as a bargain sale for charitable purposes. Buyer hereby agrees to sign IRS Form 8283 for a claim of a charitable deduction for the Seller's federal income tax filings. Buyer hereby makes no representation as to the amount of deduction available to Seller in connection with said sale or the value of the Premises. Seller furthermore agrees to obtain its own independent appraisal for the valuation of the Premises.

(i) Seller agrees to give the Buyer a credit in the amount of $6,500 at the time of closing for the cost for replacement of the non-compliant oil tank on the Premises.

If the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, and neither party shall have further recourse against each other.

5. Time is of the essence of this Offer.

6. The riders, if any, attached hereto are incorporated by reference.

7. Buyer agrees to pay the applicable fee, if any, imposed by the Nantucket Land Bank Commission, at the time of delivery of deed.

8. Seller shall be responsible for paying any and all outstanding mortgages, liens and other financial encumbrances, including real estate taxes, sewer and water fees if any, utility bills and other charges through the closing date.

The foregoing Offer is made by the Town of Nantucket on this _____ day of _____, 2024. 08/20/2024

TOWN OF NANTUCKET
By its Select Board

By: _____
Brooke Mohr, Chair

ACCEPTANCE OF OFFER

This Offer is hereby accepted upon the foregoing terms and conditions this 22nd day of August, 2024

SELLER: 19 First Way Nominee Trust

Robert Reed

Robert Reed, as Beneficiary and Individually

Pamela Reed

Pamela Reed, as Beneficiary and Individually

Note: This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

933048NANT 19713/0001

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
C2D1C3F8-FAEF-4572-BE84-D31F42BE77EF

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number C2D1C3F8-FAEF-4572-BE84-D31F42BE77EF	**Document Name** KP- 934964-v4-NANT- Offer to Purchase- Unit A 19 First Way
Transaction Type Signature Request	**Filename** KP-_934964-v4-NANT-_Offer_to_Purchase-_Unit_A_19_First_Way.doc
Sent At 08/20/2024 14:21 EDT	**Pages** 4 pages
Executed At 08/20/2024 14:33 EDT	**Content Type** application/msword
Identity Method email	**File Size** 37.5 KB
Distribution Method email	**Original Checksum** 68ffccd442bce1a87e0931fae8926b803c6921eb28cdedeb01d34c78c0110cf2
Signed Checksum bde01c469c8d8d9134b5e846ce2b51dfc7df7ab69660a0ddae5051e76d95d565	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Brooke Mohr	**Status** signed	**Viewed At** 08/20/2024 14:33 EDT
Email bmohr@nantucket-ma.gov	**Multi-factor Digital Fingerprint Checksum** 72e60f160c78090451445299859fd9a195dac6b37cc3dadb478854374552c4a4	**Identity Authenticated At** 08/20/2024 14:33 EDT
Components 2	**IP Address** 71.233.34.33	**Signed At** 08/20/2024 14:33 EDT
	Device Chrome via Mac	
	Drawn Signature	
	Signature Reference ID 20D8E12B	
	Signature Biometric Count 1	

AUDITS

TIMESTAMP	AUDIT
08/20/2024 14:21 EDT	Rachel Field (rfield@nantucket-ma.gov) created document 'KP-_934964-v4-NANT-_Offer_to_Purchase-_Unit_A_19_First_Way.doc' on Chrome via Windows from 208.87.236.180.
08/20/2024 14:21 EDT	Brooke Mohr (bmohr@nantucket-ma.gov) was emailed a link to sign.
08/20/2024 14:33 EDT	Brooke Mohr (bmohr@nantucket-ma.gov) viewed the document on Chrome via Mac from 71.233.34.33.
08/20/2024 14:33 EDT	Brooke Mohr (bmohr@nantucket-ma.gov) authenticated via email on Chrome via Mac from 71.233.34.33.
08/20/2024 14:33 EDT	Brooke Mohr (bmohr@nantucket-ma.gov) signed the document on Chrome via Mac from 71.233.34.33.

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: October ____2024.

1.2	PREMISES:	A condominium unit located at 19A First Way, Nantucket, Massachusetts identified as Unit A of the 19 First Way Condominium (the "Condominium") created pursuant to Massachusetts General Laws Chapter 183A (the "Massachusetts Condominium Act") by Master Deed dated September 29, 2023, and recorded with the Nantucket County Registry of Deeds in Book 1951, Page 232, together with (a) an undivided fifty (50%) percentage interest in the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any documents governing the operation of the Condominium, including without limitation the Master Deed, the By-laws of the organization of unit owners and any administrative rules and regulations adopted pursuant thereto (collectively, the "Condominium Documents") (the "Premises"). See Seller's Deeds recorded with said Deeds in Book 1165, Page 225, Book 1481, Page 100 and Book 1481, Page 102.
1.3	SELLER:	Robert Reed, as a beneficiary, and Pamela Reed, as the successor trustee and a beneficiary of 19 First Way Nominee Trust under Declaration of Trust dated December 31, 2008, recorded with Nantucket County Registry of Deeds in Book 1165, Page 219.
	Address:	477A Lincoln Street, Duxbury, MA 02332
	SELLER's Attorney:	David J. Buckley, Esq.
	Address:	The Law Office of David J. Buckley, LLC 12 Main Street, 2nd floor P.O. Box 128 Nantucket, MA 02554

	Phone:	(508) 257-1240 (office) Fax: (508)374-5880 (508) 221-0750(cell)
1.4	BUYER:	Town of Nantucket acting by and through its Select Board
	Address:	Town & County Building 16 Broad Street Nantucket, Massachusetts 02554
	BUYER's Attorney:	Vicki S. Marsh, Esq.
	Address:	KP Law, P.C., 101 Arch Street. Boston, Massachusetts 02110
	Phone:	(617) 654-1768(office) Fax: (617) 654-1735 (978) 821-1409 (cell)
1.5	PURCHASE PRICE:	The total purchase price for the Premises is Nine Hundred Twenty Thousand and 00/100 Dollars ($920,000.00) which is to be paid at the time of the delivery of the deed by municipal treasurer's or bank check, attorney's IOLTA check or by wire transfer at Seller's option.
1.6	CLOSING DATE:	Monday, October 21, 2023, at 11:00 a.m. Time is of the essence.
1.7	PLACE:	Nantucket Registry of Deeds, or a closing by mail, or such Place as agreed to by the parties in writing.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth. Buyer represents and Warrants that it has authority to enter into this Agreement and to perform hereunder.

3. Fixtures. Included in the sale as a part of said Premises are the fixtures and appliances belonging to the SELLER and used in connection therewith, if any. The appliances at the Premises are being sold, "AS IS," and SELLER makes no warranties, express or implied, relative to said appliances.

4. Title Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven (7) calendar 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) Provisions of existing building and zoning laws;

(b) Existing rights and obligations in party wall which are not the subject of written agreement;

(c) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed;

(d) Any liens for municipal betterments assessed after the date of this Agreement;

(e) Easements, restrictions and reservations of record, if any, provided the same do not materially interfere with use of and access to the Premises for residential housing purposes; and

(f) The provisions of the Massachusetts Condominium Act and the Master Deed of the 19 First Way Condominium recorded with said Registry of Deeds in Book 1951, Page 232, the Declaration of Trust of the 19 First Way Condominium Trust in Book 1951, Page 247 recorded with said Registry of Deeds the By-Laws, Rules and Regulations, the site plan and the floor plans of the units in the Condominium, all of which are attached hereto as Exhibit A (collectively referred to as the "Condominium Documents"); and

(g) Any fee which may be imposed upon the transaction which is the subject of this Agreement and which is required to be paid by the Nantucket Land Bank.

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

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

7. Possession and Control of Premises. Full possession of the Premises, except as herein provided, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. SELLER shall remove all of its personal property from the Premises by the time of closing. Although BUYER has inspected the condition of the Premises and notwithstanding anything herein to the contrary, is satisfied with the conditions thereof as of this date except for the title to the Premises, BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. BUYER reserves the right to conduct a title examination of the title to the Premises.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the

provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time 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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, subject to BUYER'S rights under Section 9 below.

10. BUYER'S Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

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

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, 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 deed or, for institutional mortgages, are recorded in accordance with customary conveyancing practices.

13. Insurance. The SELER and BUYER acknowledge at the time of the execution of this Agreement the organization of unit owners maintains insurance with respect to the Condominium in accordance with the requirements of the Condominium Documents.

14. Adjustments. Unpaid real estate taxes for the then-current fiscal year shall be adjusted as of the closing date in accordance with G.L. c. 59, §72, and the net amount thereof, shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of one-half of the taxes assessed for the entire property at 19 First Way for the preceding fiscal year. Condominium fees and any other utility charges shall be adjusted as of the date of closing. A final paid water bill also shall be delivered at the time of closing unless the water and sewer charges, if any are included in the condominium fees. In addition, the there shall be an adjustment in favor of the SELLER equal to fifty percent (50%) of the cash in the Condominium reserve account.

15. Warranty as to Broker. The Buyer and Seller represent and warrant to each other that no broker, finder, agent or any other person is entitled to any brokerage commission finder's

fee or other commission in connection with the purchase and sale of the Premises. The Buyer hereby undertakes and agrees, to the extent permitted by operation of law, to save and hold harmless the Seller from and against any claims for brokerage commissions or finder's fees which may be asserted against the Seller in connection with this sale, including all costs and expenses which may be incurred by Seller in defending against any such claim, as to which the Buyer shall be in breach of such representation and warranty. The Seller hereby undertakes and agrees to save and hold harmless the Buyer from and against any claims for brokerage commissions or finder's fees which may be asserted against the Buyer in connection with this sale, including all costs and expenses which may be incurred by Buyer in defending against any such claim, as to which the Seller shall be in breach of such representation and warranty.

16. Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

(a) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;

(b) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transactions with a Public Agency Concerning Real Property Pursuant to G.L. c. 7C, § 38;"

(c) SELLER shall have waived any right to claim relocation benefits under the provisions of G.L c. 79A and 760 CMR 27.03;

(d) BUYER shall have inspected the condition of the Premises as set forth in Section 7, and, notwithstanding anything herein to the contrary, be satisfied with the conditions thereof, in its sole and absolute discretion; and

(e) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

18. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) No building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;

(b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;

(c) All structures and improvements on the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and;

(d) The Premises abut a public way, duly laid out and accepted as such by the municipality in which the Premises are located, or Seller shall have a recorded easement in a private way for unrestricted pedestrian and vehicular access to a public way, subject to the lawful rights of others for such.

19. Condition of Premises. The Buyer and its agents and consultants having the right to enter the Premises upon forty-eight (48) hours' notice to Seller, for the purposes of conducting inspections, surveys, and tests of the Premises, including without limitation, environmental site assessments. The Buyer shall give written notice to the Seller on or before 5:00 PM on September 21, 2024 of any objectionable findings to the condition of the Premises and, may in its sole discretion terminate this Agreement, whereupon all rights and obligations of the parties shall cease. If the Premises are not purchased by the Buyer in accordance with the terms of the Agreement for any reason other than a breach by Seller, the Buyer shall restore the Premises to the condition existing prior to the Buyer's inspections, as closely as practicable. The Buyer shall to the extent permitted by law, indemnify the Seller against claims for damages or injury arising from said entry.

20. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue owner's title insurance policy without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) a certificate issued pursuant to Section 6(d) of the Act, signed on behalf of the Trustees of the Condominium Trust certifying that there are no unpaid Common Expenses with respect to the Unit; (e) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement; (f) such instruments and documents as may be necessary to document the resignation of the current trustee of record and the appointment and acceptance of Pamela Reed as the successor trustee of the 19 First Way Nominee Trust; and (g) a such instruments and documents as may be necessary to document the resignation of the current trustee of record of the Condominium Trust.

21. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or

practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.

22. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in Section 1.

23. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

24. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

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

26. 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 SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. Signatures shall be deemed to be originals and the signature page may be signed in counterpart.

27. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

28. Smoke and Carbon Monoxide Detectors. SELLER shall deliver to BUYER at the closing a certificate from the Nantucket Fire Department that the Premises have been equipped with approved smoke detectors and carbon monoxide detectors.

29. Lead Paint Law. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises n which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

30. Default. In the event that SELLER fails to fulfill its obligations hereunder for any reason, BUYER shall be entitled to terminate this Agreement.

31. Condominium Matters. The following representations and warranties are made by SELLER as of the date of this Agreement and also at the time of delivery of the Deed:

(a) The current monthly condominium fee for the Premises is $150.00. To the best of SELLER's knowledge, there is no additional fee paid to the Condominium association for parking or other expenses.

(b) In order to provide working capital to the Condominium, at the time of delivery of the Unit Deed, the Buyer shall deposit with the Condominium Trust an amount equal to twice the monthly Common Expenses attributable to the Unit as of such date; and

(c) SELLER has not received notice of and has no knowledge of any pending special assessments for the Premises.

32. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing by the Seller.

33. Seller Credit for Oil Tank. At the closing, the Seller shall provide a credit to the Buyer in the amount of $6,500 for the cost for replacement of the non-compliant oil tank on the Premises. Seller shall not be required to fill or "top off" said oil tank at closing.

34. Condominium Documents. The Buyer hereby acknowledges receipt of the Condominium Documents and hereby approves of them in all respects.

35 Appraisal. The Buyer hereby acknowledges receipt of an appraisal for the Premises valued at a price equal to or greater than the purchase price of the Premises as set forth in this Agreement.

36. Bargain Sale by Seller. Buyer acknowledges that Seller may claim this sale of the Premises as a bargain sale for charitable purposes. Buyer hereby agrees to sign IRS Form 8283 for a claim of a charitable deduction for the Seller's federal income tax filings. Buyer hereby

makes no representation regarding the amount of deduction available to Seller in connection with said sale or the value of the Premises. Seller furthermore agrees to obtain its own independent appraisal for the valuation of the Premises.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In witness whereof, the parties hereto sign this Agreement under seal as of this 5th day of September, 2024.

SELLER: 19 First Way Nominee Trust

By: _____
Pamela Reed, Beneficiary and Successor Trust

By: _____
Robert Reed, Beneficiary

BUYER: Town of Nantucket
By its Select Board

_____
Brooke Mohr

_____
Matthew G. Fee

_____
Thomas M. Dixon

_____
Malcolm W. MacNab

_____
Dawn E. Hill Holdgate

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SITE

Site

House faces:

The front of the house faces North East.

Style of House:

Colonial.

Estimated age of house:

Built in 1999.

Approximate Lot Size:

0.24 Acres.

Area Description:

The area is well established with homes of similar type construction.

Lot Landscape Condition:

Satisfactory - The landscape appears to be average for the area.

Site Drainage:

Satisfactory - The lot appears to have adequate drainage to prevent water from ponding.

Bushes and Shrubs Condition:

Satisfactory - The shrubs and/or bushes have a good appearance.

Trees Condition:

Satisfactory - The trees on the site all appear to be alive and in acceptable condition.

Address Identification:

Satisfactory - The address identification is easily read and readily visible.

Street Lights Noted:

No - There were no street lights noted within sight of the property.

Fire Hydrant Noted:

Yes - Fire Hydrant was noted within 500 feet of the property. Insurance rates may be affected by the presence of or lack of fire hydrant. Check with your insurance company for favorable treatment if hydrant is noted.

Mailbox Noted:

Yes - There is a mailbox on-site. It is functional and at an acceptable height.

Paving Condition

Street and Curb Condition:

Satisfactory - The street in front of the property appears to be in satisfactory condition.

Sidewalk at Street:

There is a bike path on the street.

Driveway Paving Material:

3/4" gravel.

Driveway Condition:

Satisfactory - The driveway surface material is in satisfactory condition with only normal deterioration noted.

Walkways and Stoop Materials:

Wood stoop.

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Entryway Stoop:

Satisfactory - The entryway stoop is in functional condition.

Patio

Patio Slab Materials:

None.

Retaining Walls

Location of Retaining Wall:

None.

Utility Services

Water Source:

City.

Water Meter Location:

Basement level.

Electric Service:

Underground.

Electric Service Condition:

Satisfactory - The underground service appears adequate.

Cable Television Service:

Underground.

Telephone Service:

Underground.

Cable Television, Telephone Grounding Wire Verified:

Yes - The cable television and/or the telephone service lines appear to be grounded.

Fuel Source:

Heating oil is provided by an independent company.

Underground Fuel Tanks Noted:

No - There is no visible evidence of any underground fuel tank on the property inspected. Note, however, that this inspection is not an environmental analysis of the property.

NOTE: The Town of Nantucket has mandated that as part of any house sale, if there is a black steel single walled oil tank it will need to be replaced with a stainless steel double walled oil tank oil tank. This building has a black steel single walled oil tank.

Sewage Disposal System:

Sewers.

Gas Services

Gas-fired Equipment Installed:

None.

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Environmental Issues

Underground Tanks:

No, there is no visible evidence of any underground fuel tank on the property inspected. Note however, that this inspection is not an environmental analysis of the property.

Lead Paint:

Residences built after 1974, when lead based paints were no longer available to the general public, are much less likely to have lead based paints and stains in the structure. This inspection does not include inspections for the presence of lead based paints or stains. However, if further information is wanted, it can be obtained from this inspection company or the Environmental Protection Agency.

Asbestos:

None found.

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FOUNDATION

Foundation

Type of Foundation:

Utility Basement - Basement with foundation walls below grade tall enough to have living space and a finished floor.

Foundation Materials:

Concrete Masonry Unit (CMU) laid in horizontal, interlocking rows. CMUs are generally 8" x 16" and 8 inches wide. (With a "Parge" coat of mortar)

Visible Portions of Exterior Foundation Walls:

The exterior view of the foundation is limited to the portions visible above grade. Only about 10% to 25% of the foundation was visible.

Visible Foundation Wall Cracks Noted From Exterior:

No visible cracking in the vertical foundation walls was noted during the exterior examination.

Evidence of Recent Movement:

No - There is no evidence of any recent movement.

Perimeter Foundation Drainage Surface:

Satisfactory - The drainage around the perimeter of the foundation appears to have adequate ground slope to remove run-off water from the immediate area.

Footer Drain Tile Noted:

No - The inspection did not reveal any evidence of a footer drainage system.

Interior View of Basement

Interior of Basement Percentage Finished Into Living Space:

Approximately, 25%

Basement Ceiling Exposed:

Only a limited amount of ceiling is visible. Only about 5% to 25% of the basement ceiling/floor joists were visible. Insulation in-between the joists.

Sill Plates Percentage Visible:

Visibility of the sill space is limited. Only that portion that is readily visible is commented on in this inspection. Only about 5% to 10%

Visibility is limited due to insulation of the sill cavities. This is a good energy saver, but it limits the areas available for inspection.

Foundation Bolts Noted:

Yes - This inspection noted the presence of foundation bolts correctly used to secure the framing to the foundation. There was only a random look at these bolts or brackets, and no warranty as to their performance is given.

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Percent Interior Foundation Wall Exposed:

The interior view of the foundation is limited to the visible portions of the walls. Only about 25% to 50% of the interior foundation walls were visible.

Conditions Noted in Exterior Walls, Interior View:

Satisfactory - The exposed portions of the interior foundation perimeter walls appear to be satisfactory.

Columns and Posts:

There are steel columns or posts installed.

Columns Condition:

Satisfactory - There is at least one post supporting an overhead beam in the basement. It appears to be adequately installed. The main support columns or beams appear to be adequately fastened at the top and the bottom.

Main Beam:

Satisfactory - The main beam installed appears to be in satisfactory condition. The main beam is made of layered dimensional lumber sandwiched together creating a built-up beam.

Slab Foundation Floor Type:

A floating slab inside the foundation is used for this structure.

The Listed Rooms Have This Slab Floor:

Open basement and partially finished front area.

These Slab Penetrations Were Noted:

None.

Floor Cracks Noted:

No - There were no cracks noted in the visible portions of the slab floor.

Basement Windows:

The windows as installed appear to be satisfactory. The installed windows are below grade, but they are installed in wells that should minimize the probability of water leakage.

Interior Stairway Access From:

Dining room.

Staircase Condition:

Satisfactory - The staircase to the basement level appears functional.

Moisture on Exposed Basement Walls Noted:

No - There were no elevated moisture levels noted on the exposed areas of the basement walls.

Evidence of Water Entry in the Basement Noted:

No.

Evidence of Mold Noted:

No.

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Electrical Service to Basement level:

Satisfactory - The electrical outlets in the basement level tested as correctly grounded. The basement level electrical outlets are protected with Ground Fault Circuit Interrupt protection as required by current standards. Dedicated circuits should not be GFCI protected.

Evidence of Insect Infestation:

No - There was no visible evidence of a wood destroying insect infestation on the lower level.

Walkout Basement

Number of Exposed Walls:

The basement is accessed through a metal "Bilco" bulkhead door,

ATTENTION NEEDED:

1. The bilco door only has the original primer coat of bait. It needs to be painted with a good quality metal covering paint

2. The Bilco has bee "sprung" by the wind leaving the door slightly open allowing rodents to enter the basement. It would be advisable to place a concrete patio door on top of the sprung door to keep it closed.

Crawlspace

Crawlspace Entrance:

None.

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ROOF & ATTIC

Roofing

Type Roof:

Combination of: Gable and Shed.

Roof Covering Materials:

Asphalt composition shingles. These consist of cellulose mat, asphalt impregnated with colored gravel on surface. Shingles are applied in horizontal rows. (Architect 25 type)

Cover Layers:

The roof covering on the main structure appears to be the first covering.

Underlayment Noted:

Underlayment was noted under the roofing material in at least 2 locations that were checked.

Condition of Roof Covering Material:

Satisfactory - The roof covering material is in a condition that is consistent with its age and method of installation, showing no deficiency or cause for immediate concern.

Estimated Life Expectancy of Roof:

The roof covering material appears to have a remaining life expectancy of 10 years or more, assuming proper maintenance is completed as needed.

Slope:

High slope is considered to be 7 in 12, or higher.

Flashing:

Satisfactory - The flashings around openings in the roof covering appear to be watertight and caulked as needed.

Means of Roof Inspection:

Binoculars were used to view the roof covering. The inspection was completed from the ground level.

Skylights:

No.

Valleys:

No.

Ridges:

Satisfactory - The ridge covering material appears to be in satisfactory condition.

Evidence of Leakage:

No.

Roof Gutter System:

Action Necessary - The gutter system on the roof edge does not appear to be working. This is possibly due to open seams or parts missing.
1. The gutters are full of leaves and pine needles with plants growing in the gutters. The gutters and downspouts need to be cleaned out.

2. The small 2' lower roof gutter has pulled away from the soffit. It needs replacement.

3. No gutters on the rear of the building.

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Attic & Ventilation

Attic Access Location:

Rear bedroom 2nd floor ceiling.

Attic Accessibility:

Ceiling scuttle hole.

Method of Inspection:

The attic cavity was inspected from the attic access only. Only the areas of the attic visible from the attic access way are included as a part of this inspection.

Attic Cavity Type:

Crawl Through - The attic cavity is not useable for any storage due to size, framing, or insulation.

Roof Framing:

A modified truss system is installed in the attic cavity that is used to support the roof decking and transmit the roof load to the exterior walls.

This is a modular home.

Roof Framing Condition:

Satisfactory - The roof framing appears to be in functional condition.

Roof Bracing:

The roof framing as installed seems adequate.

Roof Decking:

The roof decking material is 5/8" plywood.

Evidence of Leaks on Interior of Attic:

There is no evidence of current water leaks into the accessible attic spaces.

Ventilation Hi/Low:

Satisfactory - There appears to be adequate ventilation installed. Vents are located both in the ridge area and low in the eaves area.

Vapor Barrier Installed:

There was no vapor barrier noted in the attic cavity.

Insulation Clear of Sheathing:

There is at least 1 1/2 inches of clearance between the roof sheathing and the insulation.

Insulation Noted:

Satisfactory - The attic insulation appears to be adequate and properly installed. The following type of insulation was noted in the attic: Fiberglass. Batts. There is an average of at least 10" of insulation installed.

Attic ventilation fan:

None installed.

Whole House Ventilation System:

None installed.

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STRUCTURAL

Structural

Type of Construction:

Frame.

Exterior Siding Materials:

Cedar Shingles or Shakes.

Siding Condition:

Satisfactory - The siding is in serviceable condition.

Trim Condition:

Satisfactory - The trim is intact and satisfactory.

Soffit/Eaves:

Satisfactory - The soffit/eaves appear to be in satisfactory condition and show only signs of normal wear.

Fascia & Rake Boards:

Satisfactory - The fascia and rake boards appear to be in satisfactory condition and show only signs of normal wear.

Condition of Painted Surfaces:

Attention Needed - The exposed painted surfaces need some attention or touch-ups to make the surfaces weather tight. These repairs should be scheduled soon to prevent deterioration.

Outside Entry Doors:

Attention Needed - The outside entry door needs some minor adjustment or repair. (The front storm door has been removed and there is no rear storm door.

Windows Type:

Vinyl clad, Insulated glass windows. Double Hung. with screens.

Window Condition:

Satisfactory - The window framing and glass are in a satisfactory condition.

Window Flashing:

Satisfactory - The installed window flashing above the windows appears to be adequate.

Storm Windows:

None.

Earth-to-Wood Clearance:

Satisfactory - There appears to be adequate clearance between the earth and the wood.

Insulated Sheathing Noted:

No.

Type Insulation Noted:

Insulation was noted at the following locations: The exterior wall cavity has the following insulation noted: Fiberglass batt type insulation was noted in some areas checked. The inspector was unable to determine if this insulation is in all wall cavities. Three and one half inch batt type insulation was noted in the exposed area of the exterior walls. The following insulation was noted in the floor cavities: Fiberglass batt type insulation was noted in some visible areas between the floor joists. The inspector was unable to determine if this insulation is in all floor cavities.

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Framing Type:

Platform framing was the chosen style of framing.

Exposed Wall Framing Location:

Attic endwall.

Framing members sizing.

The framing is 2" x 4" wood members. The visible portions of the walls are framed with 16-inch centers.

Exposed Wall Framing Members Condition:

Satisfactory - The exposed wall framing members were in satisfactory condition.

Exposed Floor/Ceiling Framing Location:

Basement level ceiling.

Floor Framing Members Size.

The floor framing is constructed with 2" x 10" members. The floor/ceiling is framed with 16-inch centers.

Exposed Floor/Ceiling Framing Condition:

Satisfactory - The exposed portions of the floor framing and ceiling joist members are in satisfactory condition.

Wall Covering Material:

The wall covering material is sheetrock.

Ceiling Covering Material:

The predominant ceiling covering material is sheetrock.

Evidence of Mold Noted:

No.

Deck/Porch/Balcony

Deck/Porch/Balcony Materials:

It appears that C.C.A. treated wood materials were used in the deck construction. This type of treated wood is usually warranted for a 25 to 30 year period against wood rot and insect deterioration.

Condition of Wood Materials:

Satisfactory - The wood materials are in satisfactory condition.

Framing of Deck/Porch:

Satisfactory - The framing of the deck or porch was done in an acceptable manner.

Deck, Porch, or Balcony Flooring Material:

Satisfactory - The decking materials appear to be in satisfactory condition.

Supporting Posts:

Satisfactory - The supporting posts appear to be in satisfactory condition.

The Foundation Materials:

The deck support posts are set in concrete. The inspector was unable to determine if the posts are set to the frost line.

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Stairs Condition:

Satisfactory - The steps are in useable condition.

Deck or Porch Railings:

None. There are built in seats instead of a railing.

Fireplace

Location of Fireplace:

None.

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HEATING, VENTILATION & AIR CONDITIONING

Air Conditioning Unit

Model/ Serial Number/ Size:

None.

Heating Unit

Heating System Location:

Basement.

Heating System Type:

Hot Water heat is installed as the primary heating system.

Fuel Source:

The fuel source is oil.

Model/Serial Number/Size:

Weil Mclain "Gold Oil" Model: P.WGO.3. 115,000 btu. Installed in 1999.

Flue Type:

The flue pipe is metal.

Flue Condition:

Satisfactory - The furnace/boiler flue as installed appears to be in satisfactory condition. Secondary air is mixed with the burnt gases through a barometric damper. **Attention Needed** - The furnace/boiler flue as installed appears to need some attention. Either it is not secured properly, or it is in a deteriorated condition. (The Barometric damper sticks. It needs repair/replacement)
There is a puller fan in the exterior that pulls the exhaust out to the exterior.

Unit Tested:

Yes.

Furnace Temperature output within manufacturer specifications:

Yes.

Secondary Air Adequacy:

Satisfactory - Availability of secondary air for combustion and flue draft appears to be adequate; however, no calculation was performed by the inspector.

Does each habitable room have a heat source?

Yes.

Humidifier Installed:

No.

Thermostat Location:

Living room and 2nd floor hallway.

Thermostat Condition:

Satisfactory - The thermostats worked properly when tested. **Attention Needed** - Thermostat on the 2nd floor is loose it needs to be re-secured to the wall.

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ELECTRICAL

Any electrical repairs attempted by anyone other than a licensed electrician should be approached with caution. The power to the entire house should be turned off prior to beginning any repair efforts, no matter how trivial the repair may seem. Aluminum wiring requires periodic inspection and maintenance by a licensed electrician. Operation of time clock motors is not verified. Inoperative light fixtures often lack bulbs or have dead bulbs installed. Light bulbs are not changed during the inspection, due to time constraints. Smoke Alarms should be installed within 15 feet of all bedroom doors, and tested regularly.

Primary Power Source

Service Voltage:

The incoming electrical service to this structure is 120/240 volts.

Service/Entrance/Meter:

Underground/Good - Underground service to the structure is desirable for safety and appearance. Contact the utility company to mark the location of underground cable before digging.

Main Power Panel & Circuitry

Main Power Distribution Panel Location:

Basement.

Main Power Panel Size:

150 amp - The ampacity of the main power panel appears to be adequate for the structure as presently used.

NOTE: There are two meters on the exterior one for each unit with a third meter close by which is presumed to be a house meter. The owner should be asked where the corresponding electrical panel for that meter is.

Service Cable to Panel Type:

Copper.

Is Panel Accessible:

Yes - The electrical panel is in a location that makes it readily accessible.

Panel Condition:

Satisfactory - The power panel, as a container for safely covering electrical circuitry and components, is functioning as intended, minimizing the risk of electrical shock.

Main Panel Type:

Breakers - The structure is equipped with a breaker type main power panel. This is the desirable type; when a breaker trips off, it can easily be reset. Caution: If a breaker is reset and trips back off, this is an indication that there is a short or weakened condition in the circuit. Call a qualified licensed electrician for analysis of the existing problem.

Breaker/Fuse to Wire Compatibility:

Satisfactory - The breakers/fuses in the main power panel appear to be appropriately matched to the circuit wire gauge.

Legend Available:

ATTENTION NEEDED: No - The breakers are not all marked as to the rooms, areas, or appliances controlled. It is recommended that they be noted as soon as possible.

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Condition of Wiring in Panel:

Satisfactory - Electrical circuitry wiring in the panel appears neatly arranged with no unallowable splices.

Feeder and Circuit Wiring Type:

Copper - The structure is wired using plastic insulated copper single conductor cables commonly referred to as Romex.

Circuit Wiring Condition:

Satisfactory - The exposed wiring appears to be in satisfactory condition including connections, routing, fasteners, and insulation.

Ground Fault Protected Outlets:

At some areas - This structure is partially protected by using Ground Fault Circuit Interrupt outlets at some of these locations: outlets within 6' of a water source, any outside outlets, in the garage, and any outlets in an unfinished basement. Any areas not protected should be considered for installation as they afford inexpensive protection from electrical shock.

Main Service Ground Verified:

The grounding conductor to the water service line was noted, and it is correctly connected to the main water line.

Wire Protection/Routing:

Satisfactory - Visible wiring appears to be installed in an acceptable manner.

Doorbell :

None - There is no exterior door with a working doorbell. (Front door has a bare doorbell wire rear door has a defective doorbell)

Central Vacuum Installed:

No.

Exterior Lighting:

Satisfactory - The exterior lighting appears functional. Also, this is a benefit for security.

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PLUMBING

Plumbing

Water Source:

City/Municipal.

Plumbing Service Piping Size to Structure:

1" water service line from the meter to the main cutoff.

Public Service Piping Material:

The main service line to the structure is plastic.

Main Water Line Cutoff Location:

Basement level wall.

Visible Mineral Deposits or Encrustations:

No.

Interior Supply Piping Size:

The interior water supply piping is 1/2" in diameter.

Interior Supply Piping Material:

The interior supply piping in the structure is predominantly copper.

Water Pressure:

Water pressure was checked at an exterior hose bib. The pressure tested at 56 psi. Water pressure from 40 to 80 pounds per square inch is considered within normal/acceptable range.

Exterior Hose Bibs Functional:

Satisfactory - The exterior hose bib(s) appeared to function normally. The external hose bibs are frostproof. Do not leave garden hoses connected to hose bibs when freezing temperatures are possible. Damage to the valve or piping could result.

Functional Supply:

Satisfactory - By testing multiple fixtures at one time, functional flow of the water supply was verified.

Leaks in the Supply Piping Noted:

No.

Sewage Disposal Type:

Public Sewer System.

Waste Line Materials

The predominant waste line material is plastic.

Waste Piping Condition:

Satisfactory - The visible plumbing waste piping appears functional.

Vent Piping Material

The vent material, as it passes through the roof, is plastic.

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Vent Piping Condition:

Satisfactory - The visible plumbing vent piping appears functional.

Supply/Waste Piping Supports:

Satisfactory - The tie straps and hangers supporting supply and waste piping appear adequate.

Functional Drainage:

Yes - Functional drainage has been verified. Water drained from a random sample of fixtures or drains flows at a rate faster than was supplied.

Objectionable Odors Noted:

No.

Location of Leak in Waste Line:

None.

Location of Waste Line Cleanouts:

Base of the stack(s) in basement level and exterior at ground level.

Location of Noted Floor Drains:

None.

Sump Pump:

No - There is no sump pump installed. This does not mean that there is no need for one.

Water Softener:

No.

Fire Sprinkler Installed:

No.

Water Heater

Location:

The hot water is "in-direct". (The hot water is supplied by the furnace boiler and stored in a hot water heater storage tank.)

Model & Serial Numbers:

Weil McLain "Gold Plus" Installed in 1999.

Tank Capacity:

A 36 gallon water storage tank is installed.

Electric Service to Water Heater:

Satisfactory - The electric service to the water heater appears to be installed in an acceptable manner.

Exposed Water Heater Condition:

Satisfactory - It shows some age, but it appears sound.

Water Piping Condition:

Satisfactory - The incoming and output piping is installed correctly.

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Water Heater Fill Valve Installed:

Yes - There is a fill valve installed on the incoming water line. This valve can be used to cut off the water supply to the water heater.

Temperature Controls:

Satisfactory - The thermostat and temperature controls appear to function normally.

Drain Valve:

Yes - There is a drain valve installed on the lower side of the water heater.

Temperature & Pressure Relief Valve:

Satisfactory - The temperature and pressure relief valve is of the correct rating for the water heater.

Safety Overflow Pipe:

Satisfactory - The overflow pipe is correctly installed.

Water Heater Insulation Jacket:

No.

Insulated Hot Water Piping:

Good - The visible portions of the hot water supply piping are insulated. This will help deliver hot water to the faucets quicker with reduced heat loss.

Solar Assisted Water Heating:

None.

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KITCHEN

Kitchen

Location:

1st floor right front area.

Outside Entry Door:

No.

Interior Entry Door:

No.

Windows:

Satisfactory - The windows and associated hardware in the kitchen are satisfactory.

Walls:

Satisfactory - The walls in the kitchen appear to be satisfactory.

Ceiling:

Satisfactory - The ceiling is functional and as expected.

Floor:

Satisfactory - The flooring in the kitchen is satisfactory. The floor covering material is Manufactured hardwood.

Electrical Outlets:

Satisfactory - The outlets tested in the kitchen are correctly wired and grounded.

Countertops:

Satisfactory - The countertops in the kitchen are satisfactory. Polished stone.

Cabinets, Drawers, and Doors:

Satisfactory - The cabinets, doors, and drawers are satisfactory in both appearance and function.

Faucet and Supply Lines:

Satisfactory - Faucets and supply lines appear satisfactory with no leaks noted. There are shutoffs installed for both hot and cold water pipes under the basin. The dish sprayer attachment is functional.

Sink and Drain Lines:

Satisfactory - The sink and drainage lines appear to be satisfactory.

Caulking Water Contact Areas:

Satisfactory - The caulking in water contact areas appears to be satisfactory.

Food Waste Disposal:

None.

Dishwasher:

Action Necessary - Due to the condition of the dishwasher, repair may be cost prohibitive in relation to replacement cost. Be sure to get bids from reputable contractors.

Range Hood:

Attention Needed - The range hood and exhaust fan/filter appear to be very greasy and need to be cleaned periodically. The accumulated grease can be a fire hazard. This is due to the fan being neither an exhaust fan or recirculating fan. It should be ducted to the exterior.

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Range/Oven Fuel Source:

Electric - There is a 220-volt hookup for an electric range/oven.

Range/Oven:

All the heating elements on the range top and oven were functional at the time of the inspection. Temperatures of heat settings were not tested.

Microwave Oven:

Satisfactory - There is a countertop microwave oven. The unit functioned as intended.

Refrigerator:

Satisfactory - There is a refrigerator installed. This inspection determines only if the unit is currently keeping foodstuffs cold. The freezer portion of the refrigerator is required to freeze water. This refrigerator appears to pass this minimum inspection.

Water For Refrigerator:

There is no water source for the refrigerator.

Heat Source:

Satisfactory - There is a heat source in this room.

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LAUNDRY

Laundry

Location:

Basement.

Potentially Problem Location.

No.

Entry Door:

No.

Linen Closet:

No.

Walls:

Basement walls.

Ceilings:

Open frame.

Floor:

Satisfactory - The floor coverings are in satisfactory condition. The floor covering material is concrete.

Electrical Outlets:

Satisfactory - The outlet tested in the laundry room is correctly wired and grounded.

Lighting:

Satisfactory - Lighting in the laundry is adequate.

Washer & Dryer

A washer and dryer are installed. Testing of either is not included as a part of this inspection.

Washer Hookup:

Yes.

Dryer Hookup:

Yes - There is a 220-volt outlet provided for an electric dryer. If you intend to use a gas clothes dryer, you will need to have a gas line installed.

Dryer Ventilation:

Satisfactory - The dryer ventilation as installed appears adequate. The vent hood outside is clean, and the flapper is functional.

Area Ventilation:

Satisfactory - The area ventilation seems adequate.

Laundry Basin:

No.

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BATHROOMS

Master Bathroom

Location:

2nd floor off the front Master bedroom.

Entry Door:

Satisfactory - The entry door to the bathroom is as I expected, and it is functional.

Linen Closet:

There are linen shelves installed.

Walls:

Satisfactory - The walls in this bathroom are satisfactory.

Windows:

None - There is no window in this bathroom.

Ceiling:

Satisfactory - The ceiling in this bathroom is satisfactory.

Floor:

Satisfactory - The flooring in this bathroom is satisfactory. The floor covering material is LVP vinyl.

Lighting:

Satisfactory - The ceiling light and fixture in this bathroom are in satisfactory condition.

Ventilation Fans:

Satisfactory - There is an exhaust fan installed in this bathroom, and it is performing satisfactorily.

Ground Fault Interrupt Outlets:

Satisfactory - There is a functional Ground Fault Circuit Interrupt outlet installed in the area of the bathroom vanity.

Light Switch:

Satisfactory - The light switch is satisfactory.

Vanity Cabinet:

Satisfactory - The vanity cabinet and top in this bathroom are satisfactory.

Basin and Drain Fixture:

Satisfactory - The basin and drainage fixture appears to be satisfactory.

Faucet and Supply Lines:

Satisfactory - Faucets and supply lines appear satisfactory. There are shutoffs installed for both hot and cold water pipes under the basin.

Toilet Condition

Action Necessary - The toilet in the master bathroom needs repair. The toilet is not secure to the floor, allowing it to wobble and possibly leak. Action should be taken to re-secure it to the floor.

Tub:

Fiberglass Tub OK - The bathtub is a fiberglass reinforced plastic material, and it appears to be in satisfactory condition. Use caution on type of cleaning materials and method of application. The surface of the tub can be easily damaged.

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Tub Mixing Valve & Stopper:

Satisfactory - The tub mixing valve and the tub unit are in satisfactory condition.

Shower/Shower Head and Mixing Valves:

Satisfactory - The shower, shower head, and mixing valves are all performing as required.

Tub & Shower Walls:

Satisfactory - The walls appear to be in satisfactory condition.

Tub/Shower Drain:

Satisfactory - The tub/shower appears to drain at an acceptable rate.

Glass Tub/Shower Door:

No, There is a shower curtain installed.

Caulking/Water Contact Areas:

Satisfactory - The caulking in the water contact areas appears to be satisfactory.

Heat Source:

Satisfactory - There is a heat source in this room.

Partial Bathroom 1

Location:

1st floor middle right area.

Entry Door:

Satisfactory - The entry door to the bathroom is as expected, and it is functional.

Linen Closet:

No.

Walls:

Satisfactory - The walls in this bathroom are satisfactory.

Windows:

None - There is no window in this bathroom.

Ceiling:

Satisfactory - The ceiling in this bathroom is satisfactory.

Floor:

Satisfactory - The flooring in this bathroom is satisfactory. The floor covering material is LVP vinyl.

Lighting:

Satisfactory - The ceiling light and fixture in this bathroom are in satisfactory condition.

Ventilation Fans:

Satisfactory - There is an exhaust fan installed in this bathroom, and it is performing satisfactorily.

Ground Fault Interrupt Outlets:

Satisfactory - There is a functional Ground Fault Circuit Interrupt outlet installed in the area of the bathroom vanity.

Light Switch:

Satisfactory - The light switch is satisfactory.

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Vanity Cabinet:

Satisfactory - The vanity cabinet and top in this bathroom are satisfactory.

Basin and Drain Fixture:

Satisfactory - The basin and drainage fixture appears to be satisfactory.

Faucet and Supply Lines:

Satisfactory - Faucets and supply lines appear satisfactory. There are shutoffs installed for both hot and cold water pipes under the basin.

Toilet Condition

Action Necessary - The toilet in this bathroom needs repair. The toilet is not secure to the floor, allowing it to wobble and possibly leak. Action should be taken to re-secure it to the floor.

Caulking/Water Contract Areas:

Satisfactory - The caulking in the water contact areas appears to be satisfactory.

Heat Source:

Satisfactory - There is a heat source in this room.

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BEDROOMS

Master Bedroom

Location:

2nd floor front area.

Entry Door:

Satisfactory - The entry door on the master bedroom is as I expected, and it is functional.

Closet:

Satisfactory - The closet is functional and of average size.

Walls:

Satisfactory - The walls in the bedroom appear to be satisfactory.

Ceiling:

Satisfactory - The ceiling is functional and as I expected.

Light and Light Switch.

Satisfactory - The light and light switch were functional at the time of the inspection.

Floor:

Satisfactory - The floors are in satisfactory condition. The floor covering material is manufactured flooring.

Windows:

Satisfactory - The windows and associated hardware in this bedroom are all satisfactory.

Electrical Outlets:

Satisfactory - The outlets tested in this bedroom are correctly wired and grounded.

Telephone Access or Jack:

No.

Cable TV:

No.

Heat Source Noted:

There is a heat source in this room.

Bedroom 2

Location:

2nd floor rear area.

Entry Door:

Satisfactory - The entry door to this bedroom is as I expected, and it is functional.

Closet:

Satisfactory - The closet is functional and of average size.
Attention Needed - There is home owner wiring in this closet. The ceiling light is dangling from the ceiling with bare wires showing.

Walls:

Satisfactory - The walls in the bedroom appear to be satisfactory.

Ceiling:

Satisfactory - The ceiling is functional and as I expected.

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Light and Light Switch.

Satisfactory - The light and light switch were functional at the time of the inspection.

Floor:

Satisfactory - The floors are in satisfactory condition. The floor covering material is manufactured flooring.

Windows:

Attention Needed - At least one window or associated hardware in this bedroom needs attention. (Both windows are missing window locks)

Electrical Outlets:

Satisfactory - The outlets tested in this bedroom are correctly wired and grounded.

Telephone Access or Jack:

No.

Cable TV:

No.

Heat Source Noted:

There is a heat source in this room.

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OTHER LIVING SPACES

Front Entry & Main Hallway

The Main Entrance Faces:

North East.

Front Entry Door:

Satisfactory - The main entry door to the structure is in functional condition. There is a deadbolt installed on the main entry door, and it is operational. This is a recommended safety feature. Steel door.

Screen/Storm Door:

Attention Needed - The storm door has been removed.

Entry Floor:

Satisfactory - The entry floor material is in satisfactory condition. The floor covering material is manufactured flooring.

Main Hallway:

Satisfactory - The main hallway walls and floor are in satisfactory condition.

Guest Closet:

Attention Needed - The guest closet doors or fixtures need adjustment or repair. (The double closet doors top ball and socket closer hardware have been removed. They should be replaced with magnetic or other types of closing hardware)

Linen Closet:

No.

Main Staircase:

Attention Needed - Some portion of the main stairway needs attention. (The steps and landing need finished flooring installed.)

Upper Level Hallway:

Satisfactory - The upper level hallway walls and floor are in satisfactory condition.

Living Room

Location:

1st floor rear area.

Closet:

No.

Walls:

Satisfactory - The walls in this room appear to be satisfactory.

Ceiling:

Satisfactory - The ceiling is functional and as expected.

Floor:

Satisfactory - The floor in this room is in satisfactory condition. The floor covering material is manufactured flooring.

Windows:

Satisfactory - The windows and associated hardware in this room are all satisfactory.

Electrical Outlets:

Satisfactory - The outlets tested in this room are correctly wired and grounded.

Attention Needed - The ceiling lights are temporary battery operated ceiling lights run by 4 D batteries each. Both are dead.

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Telephone Access or Jack:
No.

Cable TV:
No.

Heat Source Noted:
There is a heat source in this room.

Fireplace:
No.

Comment:
The rear exterior door is in satisfactory condition but doesn't have a dead bolt or storm.

Dining Room

Location:
1st floor left front area.

Entry Door:
No.

Closet:
Attention Needed - The closet door or fixtures need some adjustment or repair. As previously mentioned, the door top ball and socket closers are missing.

Walls:
Satisfactory - The walls in this room appear to be satisfactory.

Ceiling:
Satisfactory - The ceiling is functional and as expected.

Floor:
Satisfactory - The floor in this room is in satisfactory condition. The floor covering material is manufactured flooring.

Windows:
Satisfactory - The windows and associated hardware in this room are all satisfactory.

Electrical Outlets:
Satisfactory - The outlets tested in this room are correctly wired and grounded.

Heat Source Noted:
There is a heat source in this room.

Other Room

Location:
Basement rear area.

Entry Door:
Satisfactory - The entry door to this room is functional.

Outside Entry Door:
No.

Closet:
Attention Needed - The closet door or fixtures need some adjustment or repair. (The low closet door under the stairs scrapes the floor. It needs to be trimmed After the flooring is finished being installed.)

Walls:
Satisfactory - The walls in this room appear to be satisfactory.

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Ceiling:

Satisfactory - The ceiling is functional and as expected.

Floor:

Satisfactory - The floor in this room is in satisfactory condition. The floor covering material is LVP vinyl. **NOTE:** Approximately 1/3 of the flooring has not been installed. It is stored in the open basement section.

Windows:

Satisfactory - The windows and associated hardware in this room are all satisfactory.

Electrical Outlets:

Satisfactory - The outlets tested in this room are correctly wired and grounded.

Telephone Access or Jack:

No.

Cable TV:

No.

Heat Source Noted:

From the basement.

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Deck/Porch/Balcony

There are Wood Framed:

Deck/Porch/Balcony

Wood deck.

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Agenda Item Summary

Agenda Item #	VIII. 3a.
Date	10/2/2024

Staff

Noah Karberg, Airport Manager

Subject

Request for Select Board to Authorize Funding for Airport FY 2024 PFAS Response and Mitigation Project, Pursuant to Vote on Article 94 of 2021 Annual Town Meeting.

Executive Summary

Airport staff (Cameron Woods, Environmental Coordinator) have successfully applied for and received a $1.2M Federal Grant for PFAS response and mitigation. The Grant timeline occurs outside of the typical FAA AIP granting program pathway and requires acceptance between Special Town Meeting and Annual Town Meeting. The Grant is 90% funded by the FAA; an additional 5% may be funded by MassDOT Aeronautics (though State portion is not guaranteed).

Article 94 of the 2021 ATM allows the Select Board to authorize funding for Airport projects to take advantage of granting opportunities what are out of sequence with local authorization (i.e. ATM) timelines.

Staff Recommendation

Airport Manager recommends approval.

Background/Discussion

For rules of Federal grant administration, this grant is formally a supplemental FAA AIP Discretionary grant. However, it is an outlier from the standard notification, planning, and acceptance process we experience in our Capital Planning cycle. This grant program was executed and implemented in a re-election year with a focus of turning funds quickly from authorization to ready projects. The funding was authorized by Congress on May 16th when President Biden signed the FAA Reauthorization Act into Law. ACK submitted an application on June 17th and was awarded a grant of $1.2M on September 6th.

The Federal grant share is $1.2M. The State grant share, if any, is unknown, but would not exceed 5%. The Airport is assuming it will pay up to $150,000 in local funds on a project total of $1,350,000. Therefore the request of the Airport is the Select Board authorizes borrowing of $1,350,000, on the basis of a $1.2M Grant award.

The grant will provide funding to evaluate PFAS destruction technologies and remediate the Airport fuel farm concrete by testing and applying sealing compounds.

Impact: Environmental ☒	Fiscal ☒	Community☒	Other☒

The successful project will manage and improve local PFAS mitigation strategies.

Board/Commission Recommendation

N/A

Public Outreach

This work item has been discussed in previous Airport Commission meeting 9/10/2024.

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

N/A

Attachments

1. Grant Submittal Letter
2. Grant Submittal Detail
3. Grant Award Announcement

Town of Nantucket
NANTUCKET MEMORIAL AIRPORT
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Philip Marks III

Mr. Barry Hammer
Financial Program Lead
Federal Aviation Administration
New England Region
1200 District Ave
Burlington, MA 01803-5078
Submitted by way of email to: barry.hammer@faa.gov.

RE: Fiscal Year 2024 Per- and Polyfluoroalkyl Substances (PFAS) Program

Mr. Hammer,

Thank you for the opportunity to submit an eligible project for consideration in the upcoming Airport Improvement Program per- and polyfluoroalkyl substances (PFAS) grant cycle. Nantucket Memorial Airport (ACK) is both proud to be leading the aviation industry in PFAS remediation efforts, and excited to explore and invest in new technology and innovative solutions. For your awareness, we have included a brief history of our PFAS remediation efforts below.

In March 2019, the Massachusetts Department of Environmental Protection (MassDEP) submitted a formal request to ACK for the documentation of current and historical aqueous film-forming foam (AFFF) usage and storage. In December 2019, MassDEP requested the collection of drinking water well samples on and off airport property to evaluate PFAS releases. Concurrently, MassDEP officially modified the Massachusetts Contingency Plan to include groundwater and soil cleanup standards for six PFAS, setting 20 parts per trillion as the cleanup level for groundwater consumption.

Since 2019, ACK has collected more than 1,000 water and soil samples to evaluate PFAS impacts associated with AFFF usage. Several remedial actions have been put into effect including bottled water delivery services to affected residents; the installation, monitoring, and maintenance of point of entry treatment systems; the extension of the town water line; and, in 2021, the installation of a mobile granular activated carbon (GAC) system to remove PFAS associated with historical AFFF usage from water in the fuel farm secondary containment structure. While ACK has fully converted to a fluorine free foam, PFAS are still present in the concrete containment structure and have historically been released through a nearby catch basin.

Today, we enthusiastically submit a proposal that seeks to (1) demonstrate the effectiveness of other technologies such as hydrothermal alkaline treatment to more efficiently treat the contaminated water and manage spent carbon on-site; (2) evaluate potential concrete encapsulation agents for their ability to prohibit desorption; (3) evaluate the full lifecycle costs of the best available technology and compare them against the current GAC method and concrete encapsulation.

Our proposal includes a project table that breaks down the estimated costs to complete each of the proposed steps. While ACK seeks full funding for the proposal, we have also included partial funding options that would each individually provide significant assistance to ACK in addressing the environmental issues resulting from the ongoing presence of PFAS.

Sincerely,

Cameron Woods, Environmental Coordinator

Objective

In accordance with the legislative directive in the 2022 Omnibus Spending Bill, the Federal Aviation Administration prepared its Aircraft Firefighting Foam Transition Plan (Federal Aviation Administration, 2023) in which they laid out the timeline for transition to fluorine free foams (F3) and the factors each airport must consider when determining the timing and costs to make the transition. Similarly, the FAA and Department of Defense (DoD) have expended considerable time and money to research effective and environmentally safer alternatives to traditional PFAS-containing firefighting foams. In some cases, airports like Nantucket Memorial Airport (ACK) have been able to transition certain components of their firefighting program to F3. However, legacy impacts around these structures remain as PFAS sorb into the concrete matrices and desorb when in contact with water. The result is that treatment of the accumulated water is required before it can be discharged in accordance with any plans and permits. This proposal seeks to (1) demonstrate the effectiveness of other technologies such as hydrothermal alkaline treatment (HALT) to more efficiently treat the contaminated water and manage spent carbon on-site; (2) evaluate potential concrete encapsulation agents for ability to prohibit desorption; (3) evaluate the full lifecycle costs of the best available technology and compare them against the current granular activated carbon (GAC) method and concrete encapsulation.

Methods

ACK has already procured and uses a modular treatment train for treating water accumulating in containment structures prior to discharge to the storm sewer. The treatment train consists of three components including a bag filter to remove solids, a modified organoclay to remove petroleum hydrocarbons, and two pressure vessels, plumbed in series and containing GAC. Additional demonstrations will include the evaluation of other technologies like HALT to confirm effectiveness in handling containment waters that are known to be impacted with both PFAS, petroleum hydrocarbons, and sediments and other solids (organic matter). Separately, we will complete an evaluation of the efficacy of concrete encapsulation agents' ability to prevent leaching of PFAS and other contaminants out of the concrete and into the water. Characteristics of each encapsulation agent will include, but not be limited to, ability to withstand weathering, maintenance requirements, chemical interactions, adherence to a variety of concrete formulations, textures, and ages, cost-effectiveness, long term management, and end-of-life disposal considerations. Performance monitoring and maintenance will be completed. A technical memorandum will be produced identifying the objectives, methods, results, summary, recommendations, any applicable design documentation and analytical results.

Expected Results/Value to ACK & FAA

GAC has become a standard "off the shelf" technology for treating PFAS in aqueous media. Demonstration of the technologies and evaluation of the cost effectiveness of each has the potential to provide ACK with options for the treatment of water impacted with PFAS and petroleum hydrocarbons at costs that are sustainable. Evaluation of concrete sealants and a potentially more cost-effective technology will potentially allow ACK to mitigate significant issue and have a more financially sustainable method to treat PFAS impacted aqueous media should sealants not prove effective in the long term. Doing so will allow ACK, and potentially other airports, to maintain compliance with state and federal regulations and maintain their capacity to extinguish and prevent fires while achieving the required protection of human health and the environment from hazardous materials in legacy firefighting foams.

Estimated Cost

The following table breaks down the estimated costs to complete each of the proposed steps. While funding of the full proposal is desired by ACK, we have included partial funding options that would be of significant assistance to ACK in continuing to address the environmental issues present due to the ongoing presence of PFAS in the environment.

Option	ACK Preference	Estimated Cost
Funding of proposal "all in" as proposed	1	$1,200,000
Funding of alternative treatment technology only (e.g., HALT)	3	$900,000
Funding of sealant study only	2	$300,000

Notes: ACK preference 1=highest and 3=lowest.

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United States Department of Transportation

Federal Aviation Administration

Contact Us

Federal Aviation Administration Press Office
800 Independence Avenue, SW
Washington, DC 20591
United States

Email:
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Biden-Harris Administration Announces More than $2 Billion in Grants to Improve Airport Infrastructure Across the U.S.

Friday, September 6, 2024

Provide Your Feedback

WASHINGTON — Today, the U.S. Department of Transportation's Federal Aviation Administration (FAA) announced $1.9 billion for 519 grants in 48 states, Guam, Marshall Islands, Micronesia, Northern Mariana Islands, Puerto Rico, and the Virgin Islands, in its fifth announcement under the Airport Improvement Program (AIP). An additional $269 million was also announced in FY 2023 Supplemental Discretionary Grants to fund 62 projects at 56 U.S. airports. This competitive grant program under the Airport Improvement Program assists airport owners and operators in the development and improvement of our nation's airport system.

"The Biden-Harris Administration is funding projects across the country that are making airports safer and more efficient for the passengers who travel through them and for the airport and airline employees who work tirelessly behind the scenes to make these complex systems run as smoothly as possible," said **U.S. Secretary of Transportation Pete Buttigieg**. "The grants we're announcing today will improve airfield operations for dozens of airports and help ensure the U.S. retains its global leadership in aviation."

View an interactive map with all the grants.

This fifth round of the Airport Improvement Program (AIP) grants, the largest announcement in program history, funds a variety of projects including airport safety and sustainability improvements and airport noise reduction in airports of all sizes and across all parts of the country. For the first time, the grants include funding for the testing of technologies to reduce, mitigate, and remove contaminants caused by Aqueous Film Forming Foam (AFFF) and other per- and polyfluoroalkyl substances (PFAS), also known as "forever chemicals" which can contaminate air, water, and soil, and are harmful to human health.

"Today, we invest in our future – enhancing safety, improving sustainability and ensuring our infrastructure meets the needs of the traveling public," said **FAA Associate Administrator for Airports Shannetta R. Griffin, P.E.** "This funding helps ensure traveler safety, reduces the environmental impacts on communities, and builds more resilient airports nationally."

Airports receiving grants to *reconstruct taxiway and runway pavement* include:

- **$55 million to Tucson International Airport in Arizona:** This grant funds associated construction for shifting Runway 11/29 to conform with current FAA standards.

- **$34.7 million to Grand Junction Regional Airport in Colorado:** This grant funds required grading and drainage to shift Runway 11/29 to conform with current FAA standards.

- **$24.4 million to Columbus Airport in Georgia:** This grant funds the reconstruction of Runway 6/24 to improve safety.

- **$18.7 million to South Bend International Airport in Indiana:** This grant funds the reconstruction of Taxiway B to improve safety.

Airports receiving grants for the *testing of PFAS remediation* include:

- **$3.5 million to San Luis Obispo County Airport in California:** This grant funds the purchase demonstration testing of three different innovative PFAS remediation technologies for both soil and water.

- **$1.2 million to Nantucket Memorial Airport in Massachusetts:** This grant funds testing of technologies like hydrothermal alkaline treatment (HALT) to treat PFAS contaminated water and to test the efficacy of concrete encapsulation technology to prevent leaching of PFAS and other contaminants into water.

- **$700,000 to Pellston Regional Airport in Michigan:** This grant funds the testing of soil stabilization additive to eliminate further leaching of PFAS to groundwater.

Airports receiving grants for *noise studies and mitigation* includes:

Provide Your Feedback

- **$15.8 million to Los Angeles International Airport in California**: This grant funds the purchase and installation of sound insulation treatments for 400 homes affected by airport noise exposure.

- **$2.2 million to Key West International Airport in Florida**: This grant funds the final design for 45 homes and installation of sound insulation treatment for 17 homes.

- **$539,910 to Tweed New Haven Airport in Connecticut:** This grant funds the sound insulation treatment design for 12 residences.

- **$555,019 to Chicago Midway International Airport in Illinois**: This grant funds the purchase and installation of sound insulation treatments for 12 homes affected by airport noise exposure.

Several airports are receiving a portion of funding for *sustainability related projects*. Examples of these airports include:

- **$29.1 million to St. Louis/Lambert International Airport in Missouri**: This grant funds reconstruction of the existing Taxiway C pavement and pavement from Taxiway P to M and J to G. This grant also funds the purchase and installation of zero-emissions equipment, including an electric sweeper and charging station.

- **$20.4 million to Muskegon County Airport in Michigan**: This grant funds the purchase and installation of zero-emissions vehicles and chargers. In addition, the grant funds shifting the Taxiway A pavement, installation of lighting to conform with current FAA standards and improve safety.

- **$15.1 million to Salt Lake City International Airport in Utah**: This grant funds the purchase and installation of 11 zero-emissions vehicles and four chargers. Additionally, this grant funds construction of a new terminal tarmac to bring the airport into conformity with current FAA standards.

- **$10.1 million to Fort Wayne International Airport in Indiana**: This grant funds the purchase of low-emission equipment including two pre-conditioned air units and two remote ground power units. This grant also funds expansion of the East terminal to accommodate more passengers and allow access to a broader fleet mix. The grant will fund shifting Taxiway C2 to enhance safety.

- **$6.2 million to Detroit Metro Wayne County Airport in Michigan**: This grant funds the purchase and installation of low-emission equipment including 38 electric pre-conditioned air and 38 remote ground power units.

- **$3.5 million to Norman Y. Mineta San Jose International in California**: This grant funds the purchase and installation of 12 electric pre-conditioned air power units.

Also being announced is a **$2.9 million Military Airport Program (MAP) grant for Tipton Airport in Maryland**. This grant will provide funds to the military airfield for the construction of a new terminal. The MAP program provides grants for converting former military airfields to public use, which adds system capacity and reduces congestion at existing airports experiencing significant delays.

The 2023 Supplemental Discretionary Grant Program provides grants to eligible airports for improvement projects including:

- Development of resilient airfield infrastructure improvements
- Infrastructure required for on-airport handling and distribution of sustainable aviation fuels
- Improving air quality at commercial service airports, even at airports in air-quality attainment areas
- Energy and emissions sustainability projects

Examples of airports receiving AIP Supplemental grants include:

Provide Your Feedback

- **$20 million to St. Louis Lambert International in Missouri**: This grant funds airfield drainage improvements and new storage buildings for snow removal equipment, sand and chemicals, a maintenance bay, and airfield maintenance equipment that need to be relocated out of the floodplain to improve resiliency.

- **$18 million to San Francisco Bay Oakland International in California**: This grant funds airport perimeter dike improvement to enhance safety.

- **$14.5 million to Salt Lake City International in Utah**: This grant funds a portion of construction of vehicle service roads under Taxiways U and V to promote safer vehicle movement, improve resilience, and reduce emissions.

- **$14.3 million to Kahului Airport in Hawaii**: This award funds the apron light replacement project to enhance safety.

- **$10 million to Dallas Love Field in Texas**: This grant funds the reconstruction of 2,400 feet of concrete on the northwest end including lighting, signage and markings, erosion mitigation, and associated utility work to assure airfield operational resiliency on this critical parallel taxiway enhancing safety.

- **$1.3 million to Houma-Terrebonne Airport Commission in Louisiana**: This grant funds the construction of a 30,000-gallon capacity tank, containment area, and associated facilities and equipment to provide approved Sustainable Aviation Fuel to existing helicopter tenants to enhance sustainability.

- **$1 million to Andrew Othole Memorial in New Mexico**: This grant funds removing the hill located approximately 500 feet to the east of Runway 6/24 identified as an obstruction to improve safety.

- **$630,000 to City of Naples Airport Authority in Florida**: This grant funds the construction of a Sustainable Aviation Fuel Tank to enhance sustainability.

- **$545,400 to Cheyenne Eagle Butte Airport in South Dakota**: This grant funds a new automated weather observing system for enhanced approaches to the airport for medical transport, enhancing safety.

A complete listing for both grants is available on the FAA website.

U.S. DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

800 Independence Avenue, SW

Washington, DC 20591

866.835.5322 (866-TELL-FAA)

Contact Us

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Examiner & Inspector

FAA Guidance

Provide Your Feedback

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

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

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

June 5, 2021

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the June 5, 2021 ANNUAL TOWN MEETING adopted **Article : 94** at the June 5, 2021 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting…"

ARTICLE 94
(Home Rule Petition: Town Charter – Select Board Amendment/Airport Capital Projects)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes in the text thereto as may be necessary or advisable in order to accomplish the intent of this legislation in order to secure passage; or to take any other action related thereto.

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.1 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended as follows:

1. Striking out the first sentence of the second paragraph said section 2.1 and replacing it with the following:

   Notwithstanding the foregoing, certain powers of Town Meeting as to real estate acquisitions and funding of capital projects at Nantucket Airport shall also be vested in the Select Board, as specified in Sections 3.3 and 3.6, subject to the voters' right to petition, as specified in Sections 2.1(b), 3.3, and 3.6.

2. Striking out section 2.1(b) and replacing it with the following:

To veto any real estate acquisition voted by the Select Board pursuant to Section 3.3 or any vote regarding funding of capital projects at the Nantucket Airport pursuant to Section 3.6; provided, however, that a petition proposing such veto in the form of a Town Meeting warrant article is signed by at least ten registered voters and provided that the petition is timely filed with the Town Clerk. The Town Clerk shall then present the petition to the Select Board within the time permitted for inclusion of the article in the next Annual Town Meeting or Special Town Meeting warrant. The Select Board or the Nantucket Airport Commission, as applicable may proceed with the real estate acquisition or use of funding of capital projects to benefit the Airport unless a petition to veto such acquisition or funding is filed with the Town Clerk within 15 days of the public notice provided for Section 3.6 of this Charter.

SECTION 2. Section 3.1 of article III of said charter is hereby amended by adding a new section 3.6 as follows:

Section 3.6 Funding for the Benefit of the Nantucket Airport

At the request of the Nantucket Airport Commission, the Select Board may, notwithstanding any law to the contrary, vote to appropriate, borrow or transfer from available funds any sum of money to be placed in the Airport enterprise fund, or any other fund established for the benefit of Nantucket Airport, in order to permit the Nantucket Airport Commission or the Nantucket Airport to qualify for available grants and loans; provided that the amount of such appropriation or borrowing shall not exceed the total cost of the Capital Project for which the appropriation or borrowing is authorized pursuant to Section 2.1(b) of this Charter; and provided further that any amount authorized to be appropriated, borrowed or transferred by the Select Board shall, subject to any applicable grant or loan requirements and applicable laws, be reduced by the amount of any such grant or loan funds received prior to the issuance of bonds or notes or the expenditure of funds by the Nantucket Airport Commission.

The Select Board shall publish a public notice of such vote in a newspaper having general circulation within the Town. Any such vote shall be subject to veto by Town Meeting if a petition as set forth in Section 2.1(b) is filed with the Town Clerk within 15 days following the date such public notice is published.

Nothing in this section of the Charter shall affect the acceptance of gifts pursuant to Chapter 44, Section 53A of the General Laws.

(Select Board for Nantucket Memorial Airport Commission)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.1 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby

amended as follows:

1. Striking out the first sentence of the second paragraph said section 2.1 and replacing it with the following:

   Notwithstanding the foregoing, certain powers of Town Meeting as to real estate acquisitions and funding of capital projects at Nantucket Airport shall also be vested in the Select Board, as specified in Sections 3.3 and 3.6, subject to the voters' right to petition, as specified in Sections 2.1(b), 3.3, and 3.6.

2. Striking out section 2.1(b) and replacing it with the following:

   To veto any real estate acquisition voted by the Select Board pursuant to Section 3.3 or any vote regarding funding of capital projects at the Nantucket Airport pursuant to Section 3.6; provided, however, that a petition proposing such veto in the form of a Town Meeting warrant article is signed by at least ten registered voters and provided that the petition is timely filed with the Town Clerk. The Town Clerk shall then present the petition to the Select Board within the time permitted for inclusion of the article in the next Annual Town Meeting or Special Town Meeting warrant. The Select Board or the Nantucket Airport Commission, as applicable may proceed with the real estate acquisition or use of funding of capital projects to benefit the Airport unless a petition to veto such acquisition or funding is filed with the Town Clerk within 15 days of the public notice provided for Section 3.6 of this Charter.

SECTION 2. Section 3.1 of article III of said charter is hereby amended by adding a new section 3.6 as follows:

Section 3.6 Funding for the Benefit of the Nantucket Airport

At the request of the Nantucket Airport Commission, the Select Board may, notwithstanding any law to the contrary, vote to appropriate, borrow or transfer from available funds any sum of money to be placed in the Airport enterprise fund, or any other fund established for the benefit of Nantucket Airport, in order to permit the Nantucket Airport Commission or the Nantucket Airport to qualify for available grants and loans; provided that the amount of such appropriation or borrowing shall not exceed the total cost of the Capital Project for which the appropriation or borrowing is authorized pursuant to Section 2.1(b) of this Charter; and provided further that any amount authorized to be appropriated, borrowed or transferred by the Select Board shall, subject to any applicable grant or loan requirements and applicable laws, be reduced by the amount of any such grant or loan funds received prior to the issuance of bonds or notes or the expenditure of funds by the Nantucket Airport Commission.

The Select Board shall publish a public notice of such vote in a newspaper having general circulation within the Town. Any such vote shall be subject to veto by Town Meeting if a petition as set forth in Section 2.1(b) is filed with the Town Clerk within 15 days following the date such public notice is published.

Nothing in this section of the Charter shall affect the acceptance of gifts pursuant to Chapter 44, Section 53A of the General Laws.

VOTE: The vote on the motion pursuant to Article 94, as moved by the Finance Committee, was by 4/5ths Vote, Yes: 668 , No: 24 The motion was adopted.

Nancy L. Holmes, CMC
Town & County Clerk

Acts (2022)

Chapter 348

AN ACT REGULATING REAL ESTATE ACQUISITIONS FOR AND FUNDING OF CAPITAL PROJECTS AT NANTUCKET AIRPORT IN THE TOWN OF NANTUCKET.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 2.1 of article II of the charter of the town of Nantucket, which is on file in the office of the archivist of the commonwealth as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the second paragraph and inserting in place thereof the following paragraph:-

Notwithstanding the foregoing, certain powers of town meeting as to real estate acquisitions for and funding of capital projects at Nantucket airport shall also be vested in the select board, as specified in sections 3.3 and 3.6, subject to the voters' right to petition, as specified in clause (b) of section 2.1, and in sections 3.3 and 3.6.

SECTION 2. The third paragraph of said section 2.1 of said article II of said charter is hereby amended by striking out clause (b) and inserting in place thereof the following clause:-

(b) To veto any real estate acquisition voted by the select board pursuant to section 3.3 or any vote regarding funding of capital

projects at the Nantucket airport pursuant to section 3.6; provided, however, that a petition proposing such veto in the form of a town meeting warrant article shall be signed by not less than 10 registered voters; and, provided further, that the petition shall be timely filed with the town clerk. The town clerk shall present the petition to the select board within the time permitted for inclusion of the article in the next annual town meeting or special town meeting warrant. The select board or the Nantucket airport commission, as applicable, may proceed with the real estate acquisition or use of funding of capital projects to benefit the airport unless a petition to veto such acquisition or funding is filed with the town clerk within 15 days of the public notice provided in section 3.6

SECTION 3. Article III of said charter is hereby amended by adding the following section:-

Section 3.6 Funding for the Benefit of the Nantucket airport

Notwithstanding any general or special law to the contrary, at the request of the Nantucket airport commission, the select board may vote to appropriate, borrow or transfer from available funds any sum of money to be placed in the airport enterprise fund, or any other fund established for the benefit of Nantucket airport, in order to permit the Nantucket airport commission or the Nantucket airport to qualify for available grants and loans; provided, however, that the amount of the appropriation, borrowing or transfer shall not exceed the total cost of the capital project for which the appropriation, borrowing or transfer is authorized pursuant to clause (b) of section 2.1; and, provided further, that any amount authorized to be appropriated, borrowed or transferred by the select board shall, subject to any applicable grant or loan requirements and applicable laws, be reduced by the amount of

any such grant or loan funds received prior to the issuance of bonds or notes or the expenditure of funds by the Nantucket airport commission.

The select board shall publish a public notice of the vote in a newspaper having general circulation within the town. Any such vote shall be subject to veto by town meeting if a petition as set forth in clause (b) of section 2.1 is filed with the town clerk within 15 days following the date such public notice is published.

Nothing in this section shall affect the acceptance of gifts pursuant to section 53A of chapter 44 of the General Laws.

Approved, December 29, 2022.

Agenda Item Summary

Agenda Item #	VIII. 3b.
Date	10/2/2024

Staff

Noah Karberg, Airport Manager

Subject

Grant of License, National Grid

Executive Summary

The execution of a Grant of License is required by the Select Board to bring power to South Ramp Expansion noise monitoring systems and ramp lights. This Grant of License will allow work to begin prior to execution of easement at 2025 Annual Town Meeting.

Staff Recommendation

Airport Manager recommends approval.

Background/Discussion

Previous Grant of License for parcel has required execution by both Airport Commission and Select Board (Board of Selectmen). The Airport Commission approved their Grant of License in the September 10th 2024 regular meeting.

Impact: Environmental ☒ Fiscal ☒ Community☐ Other☒

The easement is required to place a transformer and bring power to the ramp lights and noise monitoring system. The noise monitoring system is an important community interface that will help the Airport to monitor and respond to noise events on the South ramp and manage the operational environment for continual improvement. The ramp lights are required by FAA for safe aeronautical operations. The Airport cannot close out the grant until the work is completed, which could reduce Federal grant reimbursement.

Board/Commission Recommendation

N/A

Public Outreach

This work item has been discussed in previous Airport Commission meetings 8/13/2024 and 9/10/2024.

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

N/A

Attachments

1. Grant of License.

Property Address: 14 Airport Rd., Nantucket, MA 02554 (Nantucket County)

GRANT OF LICENSE

TOWN OF NANTUCKET, a municipal corporation having an address of 16 Broad Street, Nantucket, Massachusetts 02554 (hereinafter referred to as the "Licensor"), for consideration of One ($1.00) Dollar, grants to **NANTUCKET ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the "Licensee") with quitclaim covenants, the perpetual right and license to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM"), consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Licensor's property in Nantucket, Nantucket County, Massachusetts, for the purpose of serving the Licensor's property and others.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon certain portions of (i) that parcel of land situated on the easterly side of Airport Road and Monohansett Road, being more particularly shown as **"Lot D-5"** on a Plan of Land filed with the Nantucket County Registry of Deeds Land Court Department as **Plan No. 14342C** with Certificate of Title No. 2529, and (ii) that parcel of land designated by the Town of Nantucket Tax Assessor's office as **Map 78, Lot 17**, as presently constituted.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to Licensor's property) is approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION EASEMENT; National Grid; Work Order 30903637; Owner(s): Nantucket Memorial Airport, Town of Nantucket; Address:14 Airport Rd, Nantucket, MA 02554; Sketch to Accompany Easement for: Conduit, Manholes, Transformer; Date: 7/1/24, Drawn by: Tim L.", a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Licensor and Licensee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Licensee.

WR#30903637

Address of Licensee:
Nant. El., 170 Data Drive, Waltham, Massachusetts 02451

Return to:
Lori Loughlin
National Grid
1250 Brayton Point Rd
Somerset, MA 02725

04 NANTMA GEN

Also with the further perpetual right and license from time to time to pass and repass over, across and upon said Licensor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Licensee, its successors and assigns, and to clear and keep cleared the portions and areas of the Licensor's property wherein the "UNDERGROUND SYSTEM" is specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Licensee, interfere with the efficient and safe operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Licensee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Licensee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Licensor and the Licensee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Licensor, for itself, its successors and assigns, covenant and agrees with the Licensee, for itself, its successors and assigns, that this Grant of License and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Licensee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested shall be at the sole cost and expense of the requesting party.

It is the intention of the Licensor to grant to the Licensee, its successors and assigns, all the rights and licenses aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Licensor's property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Licensor's property, including, without limitation, to the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

The licenses herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Licensee, its successors and assigns, and that the Licensee, its successors and assigns, shall pay all taxes assessed thereon.

Licensor and Licensee agree that this Grant of License shall terminate upon the recording of a permanent Grant of Easement granted by Licensor to Nantucket Electric Company for the "UNDERGROUND SYSTEM" in the above noted location as described in this License.

[Signature Page Follows]

For Licensor's title, see (i) deed dated June 12, 1941, recorded as Document No. 3850, filed with the Nantucket County Registry of Deeds Land Court with **Certificate of Title No. 2503**, and (ii) Order of Taking dated September 8, 1941, recorded with the Nantucket County Registry of Deeds in **Book 109, Page 409**.

IN WITNESS WHEREOF, the TOWN OF NANTUCKET, acting by and through its Select Board, being duly authorized, has executed this license this _____ day of _____, 2024.

TOWN OF NANTUCKET

By and through its Select Board

_____
By: BROOKE MOHR

_____
By: MATTHEW FEE

_____
By: THOMAS M. DIXON

_____
By: MALCOLM W. MACNAB

_____
By: DAWN E. HILL HOLDGATE

Commonwealth of Massachusetts

County of _____} ss.

On this the _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared BROOKE MOHR, MATTHEW FEE, THOMAS M. DIXON, MALCOLM W. MACNAB and DAWN E. HILL HOLDGATE, proved to me through satisfactory evidence of identity, which was/were _____, to be the persons whose names are signed on the preceding Grant of License, and acknowledged to me that they signed it voluntarily for its stated purpose, as duly authorized members of the Select Board for the Town of Nantucket, MA.

_____
Signature of Notary Public

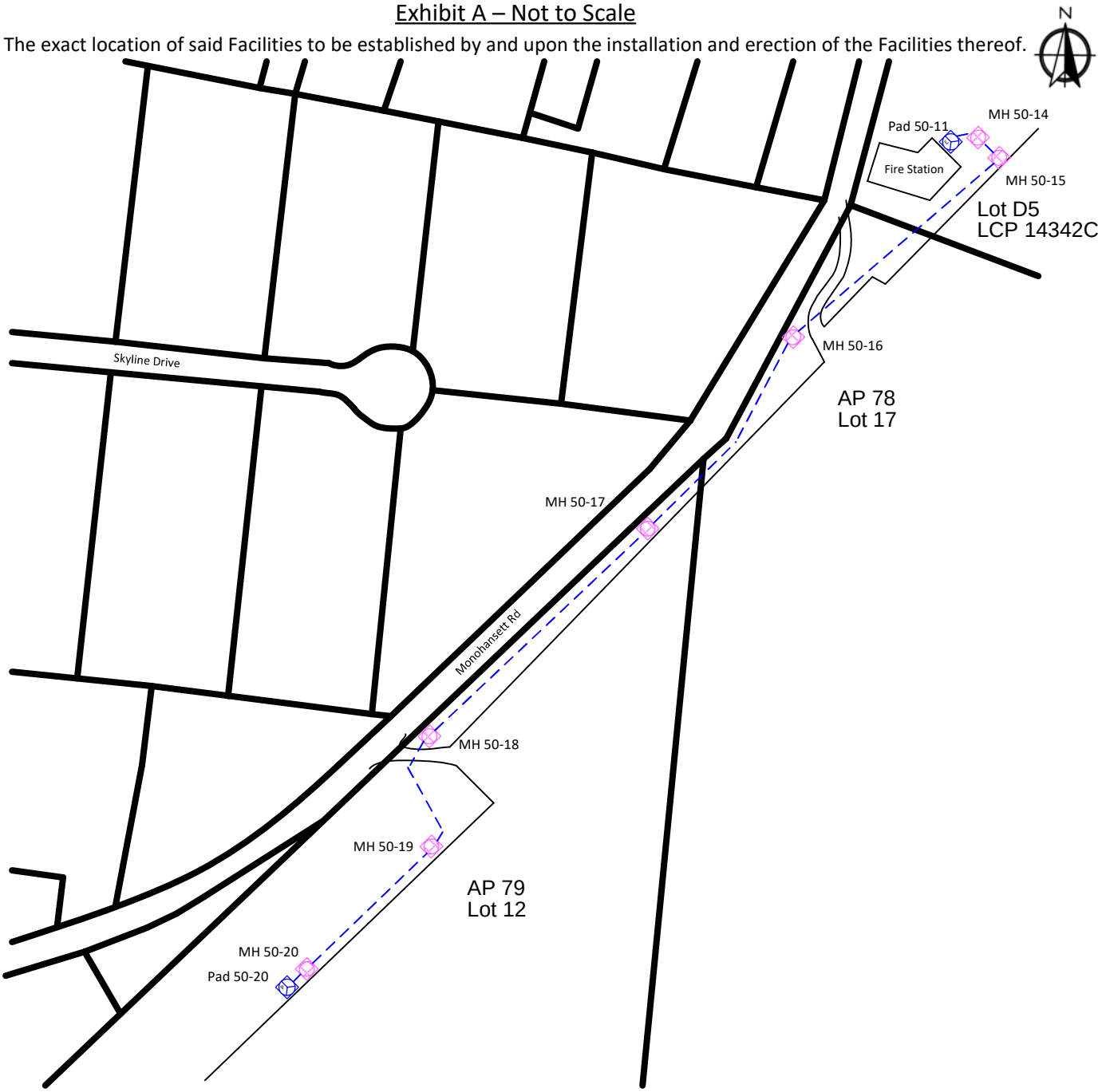
_____
Printed Name of Notary

My Commission Expires_____

Place Notary Seal and/or Any Stamp Above

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



ELECTRIC DISTRIBUTION EASEMENT

LEGEND

- Proposed Conduit
- Property Line
- Proposed Manhole
- Existing Transformer (E)
- Proposed Transformer (P)

nationalgrid

Work Order: 30903637

Owner(s):	Address:
Nantucket Memorial Airport Town of Nantucket	14 Airport Rd Nantucket, MA 02554

Sketch to Accompany Easement for:

- Conduit, Manholes, & Transformer

Date: 7/1/24 Drawn By: Tim L

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE

Nantucket Zoning Board of Appeals

September 10, 2024

Brooke Mohr, Chair
Select Board - Town of Nantucket
16 Broad Street
Nantucket, MA 02554

RE: Request for Independent Special Counsel for the Zoning Board of Appeals

Dear Ms. Mohr and Members of the Select Board,

At the Nantucket Zoning Board of Appeals (ZBA) meeting held on Thursday, September 5, 2024, a motion was made by Jim Mondani, and duly seconded by Elisa Allen, to request that the Select Board authorize funding for independent special counsel to represent the ZBA in the Surfside Crossing Comprehensive Permit (ZBA File No. 25-24) process. The Board voted four (4) in favor and one (1) opposed to this motion.

Kindly put this request on the next available Select Board agenda.

Sincerely,

Billy Saad,
Zoning Administrator/Land Use Specialist

Town of Nantucket
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554
wsaad@nantucket-ma.gov

cc: C. Elizabeth Gibson, ICMA-CM, Town Manager
Susan McCarthy, Chair, Nantucket Zoning Board of Appeals
Leslie Snell, AICP, LEED AP, Director of Planning

From:	Libby Gibson
To:	William Saad; Jim Mondani
Cc:	Leslie Snell; Brooke Mohr; Susan McCarthy (sem@sgriffinlaw.com)
Subject:	RE: Request for Special Counsel
Date:	Monday, September 16, 2024 9:52:11 AM
Attachments:	image001.png

To be clear, I believe the request here is that we hear from the ZBA – perhaps the Chair, to explain the details of the vote, as indicated below, that presumably was taken to make the request for special counsel. Specifically, the first 3 items. This is in line with what was requested of the Conservation Commission when that group requested special counsel.

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

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From: William Saad <wsaad@nantucket-ma.gov>
Sent: Thursday, September 12, 2024 2:12 PM
To: Jim Mondani <jim@mondanilaw.com>
Cc: Leslie Snell <LSnell@nantucket-ma.gov>; Brooke Mohr <bmohr@nantucket-ma.gov>; Susan McCarthy (sem@sgriffinlaw.com) <sem@sgriffinlaw.com>; Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: Request for Special Counsel

Jim,
Can you provide answers to the questions below?

Thanks,

Billy Saad
Zoning Administrator/Land Use Specialist

wsaad@nantucket-ma.gov
Town of Nantucket
Planning & Land Use Services
2 Fairgrounds Road

Nantucket, MA 02554

Tel: 508-325-7587 X 7071
Fax: 508-325-5346
www.nantucket-ma.gov

Town & County of
NANTUCKET, MA

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Wednesday, September 11, 2024 7:34 PM
To: William Saad <wsaad@nantucket-ma.gov>; susanmccarthy9@gmail.com
Cc: Leslie Snell <LSnell@nantucket-ma.gov>; Brooke Mohr <bmohr@nantucket-ma.gov>
Subject: Request for Special Counsel

We are in receipt of the ZBA request for special counsel, thank you. The Select Board Chair and Vice Chair are not prepared to schedule this item for Select Board consideration on a Board agenda until information is provided that will inform the Select Board as to the need for the request, including:

Why is there a need for special counsel?
What are the specific reasons why special counsel representation is viewed as necessary?
What is the specific scope of work that a special counsel would undertake?
Is there an estimated cost for special counsel, including hourly rate, number of hours?

If these questions can be sufficiently answered by the ZBA by 9/18 and provided to my office, the item may be able to be placed on the September 25th Select Board meeting.

If there are any questions on this, please let us know, thank you.

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

Departmental Update

Department of Public Works

Drew Patnode, Director

Richard Moore, Deputy Director (Operations)

Paul Berard, Deputy Director (Facilities)

Charlie Polachi, Parks & Rec Manager

October 2, 2024

Agenda

1. Mission and Goals
2. Organizational Structure
3. FY24 Budget Summary
4. Preliminary FY25 EIRs and capital requests
5. Key Projects
6. Recent Achievements
7. Challenges and Opportunities
8. Summary

1. Mission and Goals

Mission

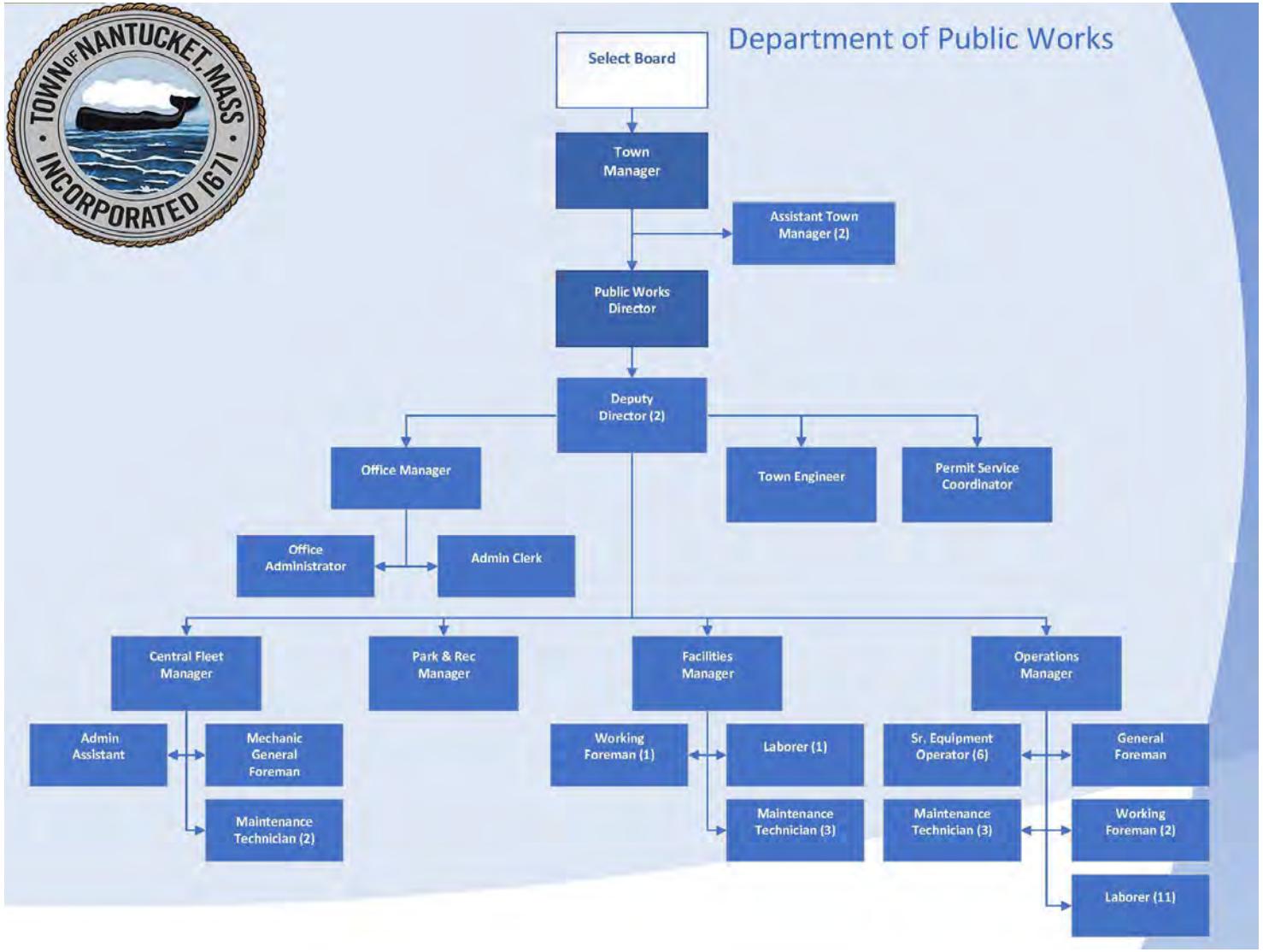
The mission of the Nantucket Department of Public Works is to provide and maintain public services, infrastructure, and assets necessary for the economy, growth and quality of life for the citizens and visitors of Nantucket.

The Department of Public Works supports the five priorities of the Select Board's Strategic Plan, including: Transportation, Environmental Leadership, Housing, Efficient Town Operations, and Quality of Life. The department operates, maintains, and improves the Town's critical assets including but not limited to: public roads, sidewalks, multi-use paths, trees/vegetation, parks/fields, buildings, facilities, grounds, vehicle and equipment fleet, storm water systems, parking lots, signs and pavement markings, beaches, solid waste/recycling program, landfill, household hazardous waste program, bridges, mosquito control, accessibility services, snow/ice operations, cemeteries, and special events. DPW coordinates with residents, local organizations, state, and federal agencies, and manages engineering, planning, permitting, contracts, record-keeping, and other various administrative functions.

Goals FY24-25

Goal 1: Maintain, improve, and preserve public infrastructure in safe, functional, and sustainable condition.
Goal 2: Begin multi-year implementation of updated Facilities Maintenance Plan.
Goal 3: Continue comprehensive review, analysis and action plan for all DPW Divisions, functions, and services, building off evaluations completed as part of the Schematic Design phase of the New DPW Facility Project.

2. Organizational Chart



Department Organizational Structure

- The DPW has a total of 49 budgeted positions for FY25, including Solid Waste Division
- 11 vacancies at the time of this presentation
  - Town Engineer
  - Operations Manager
  - 6 Operations Positions
    - Parks & Rec laborer, Sr. Equip. Operator, and Maint. Tech (new for FY25)
  - Central Fleet mechanic and administrator (new for FY25 and FY24)
  - TIOLI attendant (new FY25)

- Recent hires:
  - Nic Torres, Central Fleet Manager
  - Jordan Gilson, Sr. Equipment Operator
  - Liela Marrett, Administrative Clerk

- No additional positions requested for FY26

3. FY 24 Budget

- Expenses were below budget at EOY
- Payroll expenses were substantially under budget due to vacant positions
- DPW team carefully reviewed budget for FY25 and FY26 to adjust budget line items to account for historic spending trends and balance line items that are typically overspent or underutilized

4. FY 25 EIRs

Expense Increase Requests:

- Utilities – overspending not reflected in prior budgets
- Custodial Services
- New positions:
  - Central Fleet Mechanic
  - M2, M3, M4 AFSCME positions in order to create dedicated Parks & Rec Division
- Professional Services: On-call engineering contract for Public Buildings and Facilities
- On-call tree trimming (Invasive species, disease, and storms)
- Licenses (CDL, Hoisting)
- Road Materials – Bulk Hauling & Aggregates Contracts

4. FY 25 Capital Requests

Central Fleet Capital Requests:

- 7 new/replacement vehicles (procurement ongoing)
- Backhoe, tractor, and turf maint. equipment replacements

Transportation Capital Requests:

- FY25 Annual Road Works (sidewalks, bike paths, roads, cobblestones)
- Newtown Road (supplemental funding)
- Decommission Fire Cisterns
- Sconset Footbridge Repairs

4. FY 25 Capital Requests

Parks & Rec Capital Requests

- Tom Nevers Debris Removal and Bluff Stabilization
- Reconstruction of Jetties Tennis Courts
- Nobadeer Field (new) and Tom Nevers (replacement) Playgrounds

Facilities Capital Requests:

- New DPW Facility
  - Design (& FY26)
  - Construction (FY26)

5. Key Projects

Parks & Rec

- Irrigation System Upgrades (Multiple Locations)
- Jetties Tennis Court Reconstruction
- Nobadeer Field Expansion
- Nobadeer Field & Tom Nevers Playgrounds
- Parks Surveillance Camera Installations

Facilities

- Jetties Storage Building Renovation
- New DPW Facility
- Municipal Restroom Renovations (Phase 1)
- Facilities Maintenance Plan Update and Implementation
- Municipal Facilities and Streetlight Modernization, WPI Project
- Beach Accessibility Upgrades – MOD Grant w/ COMDIS

5. Key Projects

Operations & Transportation

- Surfside Area Transportation Improvements
  - Easement takings ongoing
  - Bidding expected before end of year
- Newtown Road Reconstruction
  - Final design complete
  - Voluntary easements being drafted for recording
  - Bidding expected before end of year
- Bike Path defect inventory, planning, repairs, and preventative maintenance
- Sidewalk Improvements
- Recessed centerline reflectors
- Steel-backed timber guardrails (Chapter 90)

Central Fleet

- Verizon NetworkFleet installations
- Surplus Sale
- Electric vehicle repair & maintenance training for CF mechanics

6. Recent Achievements

Parks & Rec

- Children's Beach Lawn Restoration
- Historic Cemetery Headstone Restorations
- Installation of Town Tree tags/medallions & WPI Project

6. Recent Achievements

Facilities

- Downtown Exterior Improvements
- EV Charging Stations
  - Nobadeer Fields
  - Jetties Beach
  - Surfside Beach
  - DPW Facility
- 131 Pleasant Interior Renovations
- Main St. Fountain Repair

6. Recent Achievements

Operations

- Amelia Drive sidewalk repairs
- Sconset Bluff Walk tree root remediation
- Broad at Center Sidewalk
- Madaket (Chicago St.) Beach parking and beach access (summer 2024)

Central Fleet

- Purchased two (2) new F-150 Lightning EVs for Facilities Division

Administration

- Implemented Click & Fix Nantucket (SeeClickFix) to improve public service request portal and internal work order system

7. Challenges and Opportunities

Challenges:

- Staffing
  - While we have seen an uptick in applicants for some positions, skilled labor (trades) positions have been difficult to fill. Housing remains the biggest factor, and promising candidates from off island have been unable to accept offers as a result.
  - Requires continued reliance on private contractors, who come at a higher cost and don't always provide the best level of service.
  - Understaffing can result in burnout of current staff, delays in delivering projects, and our expected level of excellence can be sacrificed as a result.

Opportunity:

- We have incredible staff, a great culture, and feel poised to continue making our Department even better through FY25, into FY26, and beyond as a result.

8. Summary

- The Department of Public Works has a **lot** going on!
- We always strive to provide the best level of service to the community, 24 hours a day, 7 days a week, 365 days a year.
- We are extremely proud of our staff for the work that they do every day, and regularly hear from residents and visitors expressing how appreciative they are and recognizing the work that we do.
- The DPW would like to thank the Select Board, Town Administration, and all the Departments that we work so closely with for their continued support.

TOWN OF NANTUCKET, MASS
INCORPORATED 1671

FY 24 Budget Summary

PUBLIC WORKS							
ORG	Object	ACCOUNT DESCRIPTION	FY24 ORIGINAL BUDGET	FY24 REVISED BUDGET	FY24 EXPENDED	FY24 AVAILABLE	% USED
01420	51100	SALARY, PERMANENT	2,609,563.89	2,609,563.89	2,380,427.96	229,135.93	91.22
01420	51200	SALARY, SEASONAL	142,900.00	142,900.00	9,606.80	133,293.20	6.72
01420	51300	OVERTIME	100,000.00	100,000.00	62,939.85	37,060.15	62.94
01420	51551	LABORERS UNION: CERTIFICATION	520.00	520.00	0.00	520.00	0.00
01420	51700	LONGEVITY PAY	18,510.32	18,510.32	25,383.87	-6,873.55	137.13
01420	51961	MEDICARE P/R TAX	38,114.77	38,114.77	34,093.26	4,021.51	89.45
01420	52401	REP&MAINT:OFFICE EQUIP	5,000.00	5,000.00	2,601.90	2,398.10	52.04
01420	52403	REP&MAINT:VEHICLE	90,000.00	90,000.00	13,199.20	76,800.80	14.67
01420	52404	REP&MAINT:BUILDING	30,000.00	30,000.00	0.00	30,000.00	0.00
01420	52405	REP&MAINT:EQUIPMENT	85,000.00	85,000.00	39,577.61	45,422.39	46.56
01420	52406	REP&MAINT:ROAD CONSTRUCTN	65,000.00	69,842.94	70,254.22	-411.28	100.59
01420	52410	REP&MAINT:GENERAL	15,000.00	15,000.00	0.00	15,000.00	0.00
01420	52411	REP&MAINT:GROUNDS	10,000.00	10,000.00	0.00	10,000.00	0.00
01420	52700	RENTALS/LEASES	4,000.00	4,000.00	8,098.32	-4,098.32	202.46
01420	52703	RENT/LSE:POSTAGE METER	4,500.00	4,500.00	440.07	4,059.93	9.78
01420	52902	PROPERTY:TREES	10,000.00	10,000.00	34,619.19	-24,619.19	346.19
01420	52903	PROPERTY:SIDEWALKS	10,000.00	10,000.00	0.00	10,000.00	0.00
01420	52905	PROPERTY:GROUNDSKEEPING	40,000.00	40,000.00	6,869.32	33,130.68	17.17
01420	52907	PROPERTY:RUBBISH PICKUP	10,000.00	10,000.00	14,286.25	-4,286.25	142.86

FY 24 Budget Summary

ORG	Object	ACCOUNT DESCRIPTION	FY24 ORIGINAL BUDGET	FY24 REVISED BUDGET	FY24 EXPENDED	FY24 AVAILABLE	% USED
01420	53100	PROFESSIONAL SERVICES	115,000.00	115,000.00	87,880.89	27,119.11	76.42
01420	53103	GENERAL:ADVERTISING	8,000.00	8,000.00	2,080.72	5,919.28	26.01
01420	53401	COMM:TELEPHONE	15,000.00	15,000.00	13,085.61	1,914.39	87.24
01420	53402	COMM:POSTAGE	1,100.00	1,100.00	540.37	559.63	49.12
01420	53803	OTHER:LICENSES & TAXES	700.00	700.00	9,045.75	-8,345.75	1,292.25
01420	53804	OTHER:FREIGHT	8,000.00	8,000.00	2,240.21	5,759.79	28.00
01420	54201	OFFICE SUPPLIES	3,500.00	3,500.00	2,989.81	510.19	85.42
01420	54303	BLDG&EQ:EXPENDABLE SUP/EQ	8,000.00	8,000.00	0.00	8,000.00	0.00
01420	54305	SIGN MAKING MATLS	21,500.00	21,500.00	8,208.48	13,291.52	38.18
01420	54701	SAFETY:UNIFORMS	10,000.00	10,000.00	17,973.81	-7,973.81	179.74
01420	54702	SAFETY:PROTECTIVE CLOTHNG	10,000.00	10,000.00	3,598.60	6,401.40	35.99
01420	55101	BOOKS/SUBSCRIPTIONS	3,200.00	3,200.00	0.00	3,200.00	0.00
01420	55301	DPW:ROAD MATERIALS	25,000.00	25,000.00	5,358.78	19,641.22	21.44
01420	57101	IN-STATE:MISC TRAVEL	1,000.00	1,000.00	93.80	906.20	9.38
01420	57102	IN-STATE:MILEAGE/CAR ALLW	1,000.00	1,000.00	223.87	776.13	22.39
01420	57103	IN-STATE:SEMINARS,PROF GA	5,000.00	5,000.00	837.07	4,162.93	16.74
01420	57301	DUES:PROFESSNL ORGANIZATN	3,600.00	3,600.00	1,745.50	1,854.50	48.49
01420	57813	CEMETERY LOTS	70,000.00	70,000.00	27,141.96	42,858.04	38.77
01420	57901	SPEC FUNC:CHRISTMAS	6,800.00	6,800.00	9,020.00	-2,220.00	132.65
			3,604,508.98	**3,609,351.92**	**2,894,463.05**	**714,888.87**	**80%**

FY 24 Budget Summary

PUBLIC BUILDINGS							
Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Available	2024 Percent
01192	52101	UTILITY:ELECTRICITY	300,000.00	301,744.45	357,283.91	-55,539.46	118.41
01192	52103	UTILITY:FUEL OIL	47,500.00	47,500.00	40,673.93	6,826.07	85.63
01192	52104	UTILITY:PROPANE	42,500.00	42,500.00	63,880.20	-21,380.20	150.31
01192	52105	UTILITY:WATER	25,000.00	25,000.00	28,654.10	-3,654.10	114.62
01192	52106	UTILITY:SEWER	22,500.00	22,500.00	21,099.80	1,400.20	93.78
01192	52108	LANDFILL FEES	5,300.00	5,300.00	0.00	5,300.00	0.00
01192	52404	REP&MAINT:BUILDING	233,000.00	249,967.93	202,874.70	47,093.23	81.16
01192	52405	REP&MAINT:EQUIPMENT	6,600.00	6,600.00	15,287.02	-8,687.02	231.62
01192	52416	COPIER	9,000.00	9,000.00	6,733.54	2,266.46	74.82
01192	52704	RENT/LSE:FIRE ALARM	2,500.00	2,500.00	0.00	2,500.00	0.00
01192	52907	PROPERTY:RUBBISH PICKUP	18,000.00	18,000.00	11,808.00	6,192.00	65.60
01192	53100	PROFESSIONAL SERVICES	275,000.00	275,000.00	107,092.07	167,907.93	38.94
01192	53106	GENERAL:CUSTODIAL	300,000.00	300,000.00	400,272.23	-100,272.23	133.42
01192	53401	COMM:TELEPHONE	50,000.00	50,409.05	73,396.94	-22,987.89	145.60
01192	54302	BLDG&EQ:MAINT & SUPPLIES	95,000.00	95,000.00	86,717.36	8,282.64	91.28
01192	58999	FINCOM TRANSFER EXPENSE	0.00	10,000.00	0.00	10,000.00	0.00
			1,431,900.00	**1,461,021.43**	**1,415,773.80**	**45,247.63**	**97%**

FY 24 Budget Summary

PARKS & REC							
Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Available	2024 Percent
01692	51100	SALARY, PERMANENT	159,520.60	159,520.60	150,910.20	8,610.40	94.60
01692	51300	OVERTIME	0.00	0.00	7,700.01	-7,700.01	0.00
01692	51961	MEDICARE P/R TAX	2,313.05	2,313.05	1,652.93	660.12	71.46
01692	52403	REP&MAINT:VEHICLE	2,500.00	2,500.00	0.00	2,500.00	0.00
01692	52404	REP&MAINT:BUILDING	30,000.00	30,000.00	22,147.95	7,852.05	73.83
01692	52405	REP&MAINT:EQUIPMENT	30,000.00	30,000.00	4,545.75	25,454.25	15.15
01692	52411	REP&MAINT:GROUNDS	150,000.00	150,000.00	122,536.21	27,463.79	81.69
01692	53100	PROFESSIONAL SERVICES	400,000.00	400,000.00	342,674.09	57,325.91	85.67
01692	54201	OFFICE SUPPLIES	2,500.00	2,500.00	1,499.22	1,000.78	59.97
01692	54302	BLDG&EQ:MAINT & SUPPLIES	2,500.00	2,500.00	1,801.43	698.57	72.06
01692	54303	BLDG&EQ:EXPENDABLE SUP/EQ	2,500.00	2,500.00	0.00	2,500.00	0.00
01692	54701	SAFETY:UNIFORMS	2,500.00	2,500.00	320.00	2,180.00	12.80
			784,333.65	**784,333.65**	**655,787.79**	**128,545.86**	**84%**

FY 24 Budget Summary

CENTRAL FLEET							
Org	**Object**	**Description**	**2024 Original Budget**	**2024 Revised Budget**	**2024 Actual**	**2024 Available**	**2024 Percent**
01421	51100	SALARY, PERMANENT	317,002.20	317,002.20	253,233.79	63,768.41	79.88
01421	51300	OVERTIME	0.00	0.00	11,777.91	-11,777.91	0.00
01421	51961	MEDICARE P/R TAX	4,597.27	4,597.27	3,736.01	861.26	81.27
01421	52403	REP&MAINT:VEHICLE	100,000.00	100,000.00	68,130.56	31,869.44	68.13
01421	52405	REP&MAINT:EQUIPMENT	100,000.00	100,000.00	102,482.39	-2,482.39	102.48
01421	53100	PROFESSIONAL SERVICES	27,000.00	27,000.00	5,420.07	21,579.93	20.07
01421	55805	OTHER SUPPLIES	30,000.00	30,000.00	8,637.79	21,362.21	28.79
01421	57101	IN-STATE:MISC TRAVEL	20,000.00	20,000.00	0.00	20,000.00	0.00
			598,599.47	**598,599.47**	**453,418.52**	**145,180.95**	**76%**

FY 24 Budget Summary

MOSQUITO CONTROL							
Org	**Object**	**Description**	**2024 Original Budget**	**2024 Revised Budget**	**2024 Actual**	**2024 Available**	**2024 Percent**
01430	53100	PROFESSIONAL SERVICES	181,457.80	181,457.80	127,060.00	54,397.80	70.02
			181,457.80	**181,457.80**	**127,060.00**	**54,397.80**	**70%**

SNOW & ICE							
Org	**Object**	**Description**	**2024 Original Budget**	**2024 Revised Budget**	**2024 Actual**	**2024 Available**	**2024 Percent**
01460	51300	OVERTIME	7,500.00	7,500.00	12,078.45	-4,578.45	161.05
01460	51961	MEDICARE P/R TAX	100.00	100.00	169.22	-69.22	169.22
01460	52906	PROPERTY:SNOWPLOWING	75,000.00	75,000.00	74,289.14	710.86	99.05
			82,600.00	**82,600.00**	**86,536.81**	**-3,936.81**	**105%**

STREET LIGHTING							
Org	**Object**	**Description**	**2024 Original Budget**	**2024 Revised Budget**	**2024 Actual**	**2024 Available**	**2024 Percent**
01424	52102	UTILITY:STREET LIGHTING	90,000.00	90,000.00	131,129.24	-41,129.24	145.70
01424	52405	REP&MAINT:EQUIPMENT	175,000.00	175,000.00	88,769.38	86,230.62	50.73
			265,000.00	**265,000.00**	**219,898.62**	**45,101.38**	**83%**

Departmental Update

Department of Public Works
Solid Waste Division

Drew Patnode, Director

Chris Lowe, Solid Waste Manager

October 2, 2024

Agenda

1. Mission and Goals
2. Organizational Structure
3. FY24 Budget Summary
4. Preliminary FY25 EIRs and capital requests
5. Key Projects
6. Recent Achievements
7. Challenges and Opportunities
8. Summary

1. Mission and Goals

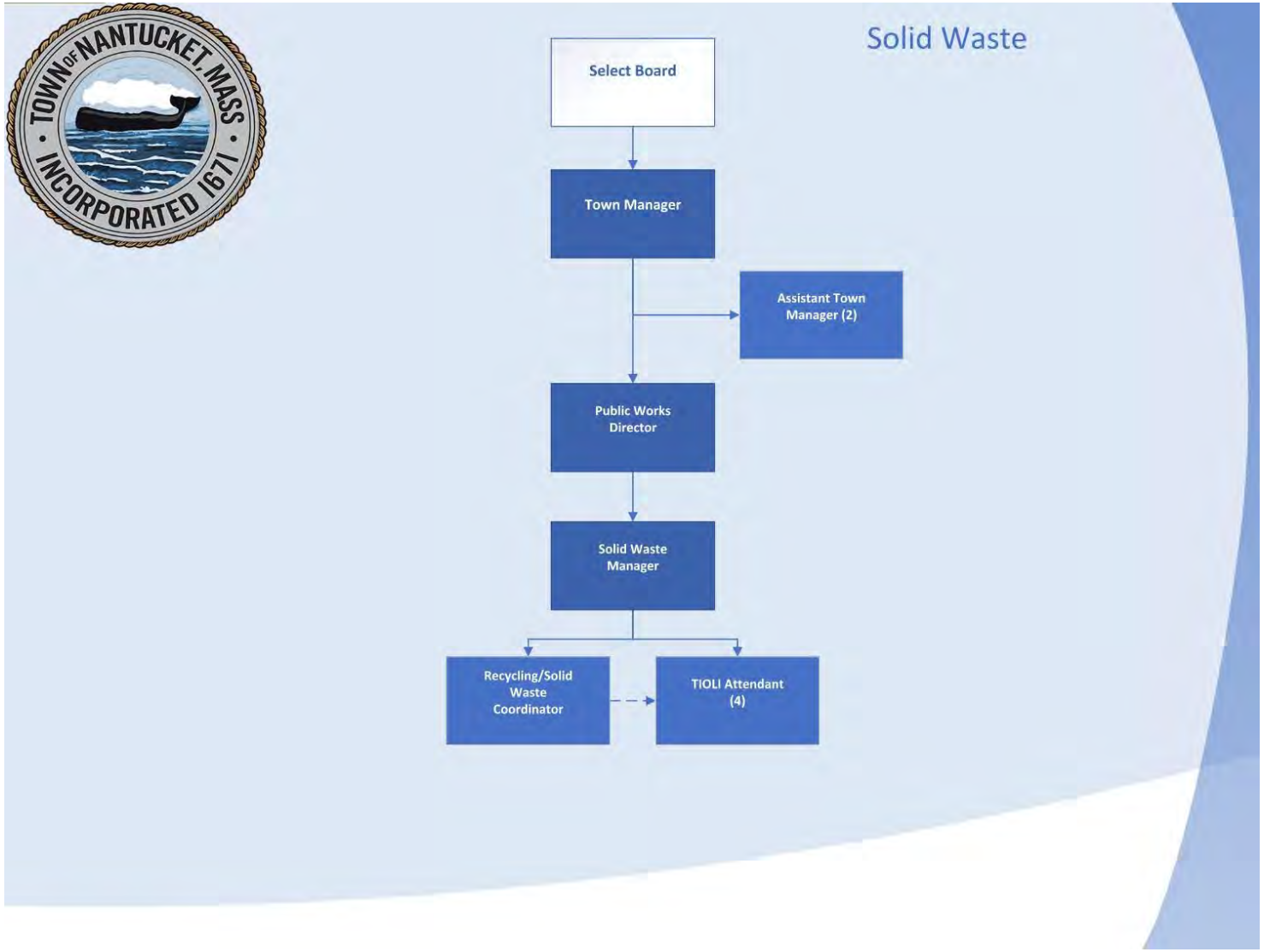
Mission

The mission of the Nantucket DPW Solid Waste Division is to provide effective management of Nantucket's solid waste today and into the future, guided by principles of sustainability, and accounting for the balance of the economic, environmental, and social health of our island.

Goals FY24-25

Goal 1: Implementation of data-informed initiatives for island-wide solid waste management.
Goal 2: Ensure a smooth transition to a new Waste Services Contract.
Goal 3: Plan, design, and construct meaningful site improvements as the Solid Waste Facility for effective waste, stormwater, and emerging contaminant management.

2. Organizational Chart



Department Organizational Structure

- The DPW Solid Waste Division has a total of 6 budgeted positions for FY25
  - Chris Lowe, Solid Waste Manager
  - Alice Kellogg, Recycling & Solid Waste Manager
  - Four (4) TIOLI attendants
- 1 vacancy at the time of this presentation
  - TIOLI attendant (new FY25)
- Recent hires:
  - Paulette Smith, TIOLI Attendant

3. FY 24 Budget

- SWEF over budget at EOY (FY24)
- Budget transfers from DPW (General Fund) and SWEF Capital utilized to cover overage
- DPW Director, Solid Waste Manager, Director of Municipal Finance, and consultant carefully reviewing budget for FY26, tracking historic waste stream trends and accounting for new Waste Services Agreement (begins December 1, 2025)

4. FY 25 EIRs

Expense Increase Requests:

- New position:
  - One (1) TIOLI Attendant
- Professional Services – adjusted to reflect spending overages across previous three years, based on projection of estimates volumes and cost of disposal of various waste streams, and accounted for additional consulting and engineering services in conjunction with the RFP for Waste Services and in preparation for new contract
- Freight – based on historical trends
- Recycling – based on actual spending over previous three years and estimated market rates.

4. FY 25 Capital Requests

Solid Waste Capital Requests:

- TIOLI Roll-off truck
  - Increased efficiency, waste management
- Purchase of Composter
- Purchase of Transfer Station
- Landfill Cell 3b Expansion

5. Key Projects & Initiatives

TIOLI

- Creation of TIOLI Attendant Handbook
- TIOLI Facility Improvements
  - Building
  - Shed
  - Shipping Containers (with office/break room)
- Safety Training

Universal Waste Collection

- Improved collection and storage
  - For disposal at HHW events (6 times per year)
- Training with 3rd party consultant for proper Universal Waste Management at TIOLI

Recollect Routeware App

- SW Staff inputs waste information
- Wizard Waste tool for residents/visitors
- Special waste events collection calendar

5. Key Projects & Initiatives

Solid Waste Website Updates

- Updating content regularly for clarity
- Working closely with Communications Office

Food Waste Separation Pilot

- Creating survey for upcoming pilot program
- Collaborating with Communications Office for distribution
- Target: 500 participants

Latex Paint Collection

- Now being collecting, but not disposed of, at HHW events
- Separate collection event(s) also planned
- Creating collection program at TIOLI for regular dropoff
- Recycling through ReColor

Clothing & Textiles

- Reinstate monthly collection for commercial accounts and swap shops
- New textile recycling vendor
- TIOLI Facility improvements contribute to improved collection, storage, and quality of material sent out for disposal

5. Key Projects & Initiatives

Household Hazardous Waste Collection Events (HHW)

- Held six (6) times per year
- High cost for Town/SWEF
- Considering separate collection times and processes for residents and contractors

Environmental Consulting

- Sanborn Head & Associates
  - Review & Study Landfill Cell Utilization & Phase 1 Closure
  - Engineering for 2nd Scale & Scale House
  - PFAS – Nature and Extent Investigation

MassDEP Solid Waste Inspection

- Reviewing data and report with Waste Options
- Developing response to MassDEP with proposed corrections

Capital Improvements

- TIOLI (Ongoing)
- Solid Waste Facility Perimeter Fence & Gate (Ongoing)
- Leachate Tank Replacements (IFB pending)

6. Recent Achievements

- **TIOLI Facility Improvements**
- **New Debagger, conveyor, and sorting station in MRF**
- **RFP for Waste Services**
  - Bidding closed on September 26, 2024

7. Challenges and Opportunities

Challenges:

- Transition into new Waste Services Agreement, potentially with new Contract Operator
- Progressing Landfill Phase 1 capping, Cell 3b construction, and reclaimed soil reuse, per MassDEP guidance & permitting

Opportunity:

- New Waste Services Agreement will usher in a New Age of Solid Waste Management for Nantucket

8. Summary

DPW Solid Waste is extremely active in evaluating management of all waste streams, recycling and waste diversion opportunities, DPW and contractor operations, and strives every day to improve solid waste management effectively for our island community.

TOWN OF NANTUCKET, MASS
INCORPORATED 1671

2025 Annual Town Meeting Timeline - **DRAFT**
as of 09/26/2024
Endorsed by SB: TBD

Date	Time	Activity
Wed, Sep 11	5:30 PM	SB schedules 2025 ATM for SAT, May 3, 2025; 2025 ATE for Tues, May 20, 2025
Thurs, Oct 3, 10		Advertise for citizen article submittals in newspaper (also need outreach on SB agendas; social media; reminder as to Guide to Preparing a Citizen Warrant Article)
Wed, Oct 16	10am - Noon	Town Counsel available for citizen warrant article consultation (on-line)
Thurs, Oct 17	4pm - 6pm	Town Counsel available for citizen warrant article consultation (on-line)
Wed, Oct 9	5:30 PM	SB initial preliminary review of Town-sponsored warrant articles
Wed, Oct 23	5:30 PM	SB continued preliminary review of Town-sponsored warrant articles
Mon, Nov 18	4pm	ATM warrant closes to citizen submittals
Wed, Nov 20	5:30 PM	SB continued preliminary review of Town-sponsored warrant articles
mid-Nov - mid-Jan		Preparation/review of Town-sponsored warrant articles by Town Counsel
Mon, Nov 25		Zoning articles transmitted to Planning; all citizen articles rec'd forwarded to Town Counsel (or earlier if certified)
Wed, Dec 4	5:30 PM	SB continued review of Town-sponsored warrant articles (if needed); review of citizen articles (with Town Counsel)
Wed, Dec 11	5:30 PM	Town Admin presentation of FY 25 GF budget to SB; SB continued review of Town-sponsored warrant articles
Thurs, Dec 12	4pm	FinCom public hrg on citizen warrant articles (incl CPC); Town Counsel present
Wed, Dec 18	5:30 PM	SB continued review of Town-sponsored warrant articles (if needed)
Jan - Feb	TBD	Planning Board hearings re zoning articles
Jan	TBD	CapCom-SB-FinCom review of FY 26 capital project recs
Wed, Jan 8	5:30 PM	SB continued review of Town-sponsored warrant articles
Wed, Jan 15	5:30 PM	SB continued review of Town-sponsored warrant articles; FY 25 GF budget hearing
Wed, Jan 22	5:30 PM	SB adopts warrant with any ballot questions
Fri, Jan 24	4pm	Transmittal of warrant to FinCom, I&M; FinCom public hrg notice sent to newspaper
Thurs, Jan 30		Warrant & FinCom public hrg notice published in newspaper
Jan/Feb	TBD	FinCom review of warrant articles, including budgets, capital
Tues, Feb 4	4pm	FinCom public hrg on warrant articles
Tues, Feb 12		Planning Board motions submitted to Town Administration & FinCom
Feb/Mar TBD		FinCom reviews warrant articles
Wed, Mar 5	5:30 PM	Sewer Commissioners public hearing on any sewer articles
Tues, Mar 11	4pm	FinCom adopts motions to articles
Thurs, Mar 13	4pm	Joint SB-FC-PB meeting re FC and PB motions
Wed, Mar 19	5:30 PM	SB prelim reivew of recs/comments to warrant articles/motions
Wed, Mar 26	5:30 PM	SB review/adoption of recs/comments to warrant articles/motions
Fri, Mar 28		Warrant with motions sent to printer (2 weeks minimum needed to print & mail)
TBD	8 AM - 8 PM	Voter Registration
Tues, Apr 15		Warrant with motions mailed out to voters*
Thurs, Apr 24	5:00 PM	Finance Committee ATM Informational Session
Tues, Apr 29	1pm	FinCom reviews Technical Amendments

2025 Annual Town Meeting Timeline - **DRAFT**
as of 09/26/2024
Endorsed by SB: TBD

Tues, Apr 29	2pm	pre-ATM conference with Moderator -- ZOOM
Sat, May 3	**8:30 AM**	**2025 ATM starts**
Mon, May 5	5:00 PM	2025 ATM, continued - if needed unsure if E VOTING; Sound will be available
Tues, May 20	7 am - 8 pm	Annual Town Election
*by Charter, the warrant with motions must be mailed out to voters 14 days prior to the ATM/due to mail issues in the past, allowing for addl time usually gets the warrants to the voters in time		
Holidays/Vacations:		
Mon, Oct 14, 2024	Indigenous People's Day	
Thurs, Nov 28, 2024	Thanksgiving	
Wed, Dec 25, 2024	Christmas Holiday	
Wed, Jan 1, 2025	New Year's Day	
Mon, Jan 20, 2025	MLK Day	
Mon, Feb 17, 2025	President's Day	
Feb 24 - Feb 28	School vaca	
Sun, Apr 20, 2025	Easter	
Sat, Apr 12, 2025	Passover starts	
Mon, Apr 21, 2025	Patriot's Day	
Apr 21 - 25, 2025	School vaca	
Mon, May 26, 2026	Memorial Day	
NOTES:		
Need to add in Public Outreach items		
Schedule builds in about one week to be somewhat flexible (based on mailing to voters date)		