

Town and County of Nantucket Select Board • County Commissioners

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



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Nantucket, Massachusetts 02554

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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD NOVEMBER 6, 2024 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/YQo0Lp7rNBQ>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_4YwQwLi5Rou5BOt-quCO0A

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio and Video Recorded.
2. Nantucket Regional Transit Authority Service and/or Route Changes:
 - a) During 2 Fairgrounds Parking Lot Temporary Closure (November 11, 2024 to February 1, 2024), Parking for NRTA Shuttle will be Relocated to Surfside Beach Parking Lot.
 - b) Fast Ferry Shuttle Will Start November 11, 2024.
 - c) Fare Free NRTA Shuttle Service to Continue Through December 2025.
3. May 3, 2025 Annual Town Meeting Warrant Open for Citizen Warrant Article Submittals through November 18, 2024 at 4:00 PM. Citizen Warrant Article Guide: <https://www.nantucket-ma.gov/DocumentCenter/View/49076/Guide-to-Preparing-a-Citizen-Warrant-Article-PDF>.
4. Vineyard Wind Turbine Blade Failure Damage Information Collection Form Link: [Damages Information Collection Form](#).
5. Town Offices will be Closed Monday, November 11, 2024 in Observance of Veterans' Day.

6. Select Board Announcements/Comments.

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

V. PUBLIC COMMENT*

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of October 16, 2024 at 5:30 PM; October 21, 2024 at 11:00 AM; October 22, 2024 at 9:00 AM; October 23, 2024 at 5:30 PM.
2. Approval of Payroll Warrants for October 27, 2024.
3. Approval of Treasury Warrants for October 30, 2024; November 6, 2024.
4. Approval of Pending Contracts for November 6, 2024 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptances: Human Services (Saltmarsh Senior Center); Department of Public Works.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Selection of Independent Firm for Review of African Meeting House Vandalism Investigation, Pursuant to Vote on Article 36 of 2024 Annual Town Meeting.
2. Appointment to Fill School Committee Vacancy - Term to Expire at 2025 Annual Town Election.
3. Board of Health: Request for Select Board Review and Approval of "Policy Relating to the Registration of Short-Term Rentals" Dated October 17, 2024.

X. TOWN MANAGER'S REPORT

1. Monthly Departmental Report: Planning and Land Use Services (PLUS) Department.
2. Planning Director: Update on Master Plan.
3. Overview of FY 2026 Proposed Capital Projects and Capital Improvement Plan (FY 2026 - FY 2036).
4. Solid Waste Facility Operations Request for Proposals Update.
5. Continued Preliminary Review of Town-Sponsored Warrant Articles for 2025 Annual Town Meeting.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Review/Adoption of Select Board Comment Letter for Surfside Crossing 40B Zoning Board of Appeals Remand Hearing.
2. Town Counsel: Overview of Eminent Domain Taking Process.
3. Committee Reports.

XII. ADJOURNMENT

****Identified on Agenda Protocol Sheet***



AGENDA PROTOCOL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved: March 27, 2024

Nantucket Regional Transit Authority

20 R South Water Street, Nantucket, MA 02554
Phone: 508-325-9571 • TTY: 508-325-7516
www.nrtawave.com • nrtan@nantucket-ma.gov

October 30, 2024

To: Nantucket Select Board

RE: NRTA Announcements

- The NRTA is pleased to announce that starting November 11, 2024, we will be starting our free Fast Ferry Route, that will provide service between the Surfside Beach parking lot to the Hy-Line and Steamship Authority stops. The service will run daily from 7 am-9 pm with two buses providing 30-minute departures. We will be using the smaller electric buses for this route. We will resume using the 2 Fairgrounds lot when it reopens in February.
- We have made the decision to run the Airport route through the winter season. It will run every half hour with two buses until November 11th when we will reduce it to one bus providing service every hour. The bus will not service the 2 Fairgrounds lot from November 11th to February when it reopens.
- We are excited to announce that through the Try Transit 3.0 Grant, the NRTA will be providing free rides through December of 2025.

Gary Roberts

Administrator Nantucket Regional Transit Authority



[illegible]

[illegible]

Public Comment Question Responses*

October 16, 2024

1. Linda DeRensis. Question: How much during these talks [with the developers of Surfside Crossing 40B] was the Town going to give to developers, including waivers, and how much also did the developers want?

Answer: An answer to this question has been provided after the October 9, 2024 Select Board meeting, which was, “The ‘options contract’ proposed by the developers of Surfside Crossing did not include a specific price because the cost of the deed restriction would be based on the eventual sales price of the units. Since that information is not yet available, no exact dollar amount was determined or requested. Just to be clear, this was a proposal that never reached the point of being considered for adoption.”

October 23, 2024

1. Andy Lowell. Question: On behalf of the Harbor and Shellfish Advisory Board [SHAB], can a member of that board be permitted to join any Select Board discussions about Vineyard Wind, including in executive session?

Answer: It would be unusual for a member of another Board to attend Select Board executive session meetings. The subject matter permitted under Open Meeting Law to be discussed in executive session falls within the authority of the Select Board alone. The Board would appreciate any input that SHAB has on matters under their purview that relates to matters on a Select Board executive session agenda and the Chair and Vice Chair would welcome that input prior to the scheduled Select Board meeting.

2. Meredith Lepore. Question: Asked for an update on negotiations for the PFML.

Answer: The Town has met with union bargaining teams to negotiate the collective bargaining proposal related to Town employee paid benefits that was approved by voters at the May 7, 2024, Annual Town Meeting (Article 37). The Article accepted the State's MA Paid Family Medical Leave (PFML) program. Multiple unions have declined the implementation and imposition of fees associated with PFML for their members. On that basis, the Town will not be pursuing the implementation of PFML at this time. The Town remains committed to providing Town employees with appropriate benefits.

*A webpage has been established for Responses to Public Comment Questions: <https://nantucket-ma.gov/3345/Public-Questions-and-Responses>. Beginning with the October 2, 2024 Select Board meeting, we will be posting specific questions, and responses, to this page.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
November 6, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grants						
Grant	Energy	Department of Energy Resources (DOER)	(\$75,000)	For new windows at Our Island Home	N/A	Oct 25, 2024 - Jun 30, 2026
Grant	Cultural Council	Massachusetts Cultural Council	(\$15,000)	To support district partners to promote & celebrate diversity	N/A	Nov 1, 2024 - Jun 30, 2025
Contractual Services						
Purchase Agreement	Fire	New England Fire Equipment & Apparatus Corporation	\$1,042,969	Purchase of 2026 pumper fire truck	Article 10 2024 ATM New Fire Vehicle	Nov 1, 2024 - Oct 31, 2025
Professional Services Agreement	Housing	Gryphon Architects, Inc.	\$5,200	Architectural site plan for housing at Lots 91, 92 & 93 Waitt Drive	Affordable Housing Trust Fund - Professional Services	Oct 15, 2024 - Oct 14, 2025
Purchase Agreement	Marine	Helen H Offshore Fishing Corp.	\$225,000	Purchase of response vessel to provide emergency & fire response in Nantucket waters	Waterways Fund	Nov 6, 2024 - Jun 5, 2025
Professional Services Agreement	Public Works	McClure Engineering Co.	\$586,304	Professional engineering services for proposed improvements to four (4) municipal parking lots	Article 10 2019 ATM	Nov 1, 2024 - Dec 31, 2026
Professional Services Agreement	Public Works	JDM & Sons, Inc.	Up to \$240,000	Bulk hauling of materials for road work	Public Works - DPW: Road Materials	Nov 6, 2024 - Nov 5, 2027
Professional Services Agreement	Public Works	Saltine Warrior, Inc.	\$100,000 not-to-exceed	Supply & delivery of pre-treated mixed road salt FY25	Public Works - Property: Snowplowing	Nov 1, 2024 - Jun 30, 2025

Professional Services Agreement	Public Works/Solid Waste	Sanborn, Head & Associates, Inc.	\$191,000	Initial PFAS sampling of mined soil piles & sensitive areas of concern at Solid Waste Facility	Article 12 2018 ATM; Article 18 2021 STM	Nov 1, 2024 - Oct 31, 2027
Professional Services Agreement	Public Works/Solid Waste	Sanborn, Head & Associates, Inc.	\$16,200	Engineering & conceptual design for replacement scale house & 2 nd scale	Article 22 2023 ATM - Second Scale	Nov 1, 2024 - Oct 31, 2025
Professional Services Agreement	Public Works/Solid Waste	Sanborn, Head & Associates, Inc.	\$37,100	Solid Waste Facility site visits for engineering reviews	Solid Waste - Professional Services	Nov 1, 2024 - Oct 31, 2026
Professional Services Agreement	Public Works/Solid Waste	Sanborn, Head & Associates, Inc.	\$43,400	Solid Waste Facility landfill review & evaluation of lined landfill cell design	Article 16 2024 ATM; Solid Waste - Professional Services	Nov 1, 2024 - Oct 31, 2027
Professional Services Agreement	Public Works	Barrett Enterprises, LLC	\$100,000 not-to-exceed	Snow Plowing FY25	Property: Snowplowing	Nov 6, 2024 - Jun 30, 2025
Purchase Agreement	Public Works	Norfolk Power Equipment, Inc.	\$84,400	Replacement of Kubota tractor	Article 10 2024 ATM	Nov 1, 2024 - Jun 30, 2025
Contract Amendment	Public Works	Ludlow Memorial Company	Add \$16,000 to original contract amount of \$97,940 for amended amount of \$113,940	Modifications to gate for fire truck access at the emergency entrance to Solid Waste Facility & Landfill	Article 22 2022 ATM	Jun 5, 2024 - Jun 4, 2026
Contract Amendment	Town Administration	Raftelis Financial Consultants	Add \$18,750 to original contract amount of \$75,000 for amended contract amount of \$93,750	Amending term & amount to accommodate Health & Human Services Contract Review Study	Town Administration - Professional Services	Feb 7, 2024 - Jun 30, 2025

CONSENT AGENDA ITEMS FOR 11/6/2024 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Human Services:
 - o Gift of \$200 from Mac Davis Flooring for the Saltmarsh Senior Center
 - o Gift of \$200 from Hal Miller for the Saltmarsh Senior Center
 - o Gift of \$5,000 from Nantucket Energy for the Saltmarsh Senior Center
- Department of Public Works:
 - o Gift of a flag pole that sits on Town-owned property on F Street, valued at up to \$3,000 from the Madaket Conservation Association

Recommended Motion: To accept all gifts for their designated purposes, with thanks to the donors.

Town Administration will ensure that letters of thanks are sent.



MEMO

Date: October 18, 2024

TO: Brooke Mohr, Select Board Chair

CC: Jerico Mele, Director of Human Services

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

I am writing to request acceptance of the following gift donations:

From Mac Davis Flooring: \$200.00 gift to the Saltmarsh Senior Center

From Hal Miller: \$200.00 gift to the Saltmarsh Senior Center

From Nantucket Energy: \$5000.00 gift to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

Laura Stewart
Program Coordinator,
Senior Services
81 Washington Street
Nantucket, MA 02554
508-228-4490

phone: 508-228-4490
fax: 508-325-5366
e-mail: lstewart@nantucket-ma.gov



Established 1958 to preserve and protect Madaket

October 28, 2024

Town of Nantucket Select Board C/O
Brooke Mohr, Chair
16 Broad Street
Nantucket, MA 02554

Dear Chair Mohr,

In 1965, the Town of Nantucket acquired a small parcel of land in Madaket to construct a boat ramp next to the Walter Barret Pier.

In 1976, long-time Madaket summer residents, Benjamin Franklin Dewees "Dee" Runk and his sister Betty Kayan donated land on Madaket Road to the Town of Nantucket for the move of the Maddequett Coast Guard Station from old Great Neck. The building was repurposed as a fire station for the west end.

In the mid-80s, the Madaket Conservation Association (MCA) installed a flagpole on the Town parcel by the boat ramp in memory of Dee Runk and Betty Kane. Since then, MCA has maintained the flagpole.

At our October board meeting, the board of directors voted to explore gifting the flagpole to the Town of Nantucket. I contacted Drew Patnode, DPW Director, about receiving the gift and he is on board.

In preparation for the transfer, Island Flag Poles refurbished it. It has been sanded and painted. New halyards and a track with a gold ball were also installed. The flagpole's value is about \$3,000.

The MCA board is pleased to gift the flagpole at the Walter Barrett Pier to the Town of Nantucket.

Sincerely,

Bill Grieder, President
E: madaketconservationassociation@gmail.com
Madaket Conservation Association
PO Box 1423
Nantucket MA 02554



Property Information

Property ID 11196
Location F ST
Owner NANTUCKET TOWN OF



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Geometry updated 10/16/2024
Data updated Jan. 2021

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

African Meeting House Vandalism – 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.

Firms Contacted:

Pomeroy Resources, Inc.- <http://pomeroyresources.com/> - did not provide a proposal

Comprehensive Investigations and Consulting- <https://www.comprehensiveinvests.com/> - proposal attached

Billingsgate Associates L.L.C.- <https://www.billingsgateassociates.com/> - proposal attached

COMPREHENSIVE INVESTIGATIONS AND CONSULTING, LLC

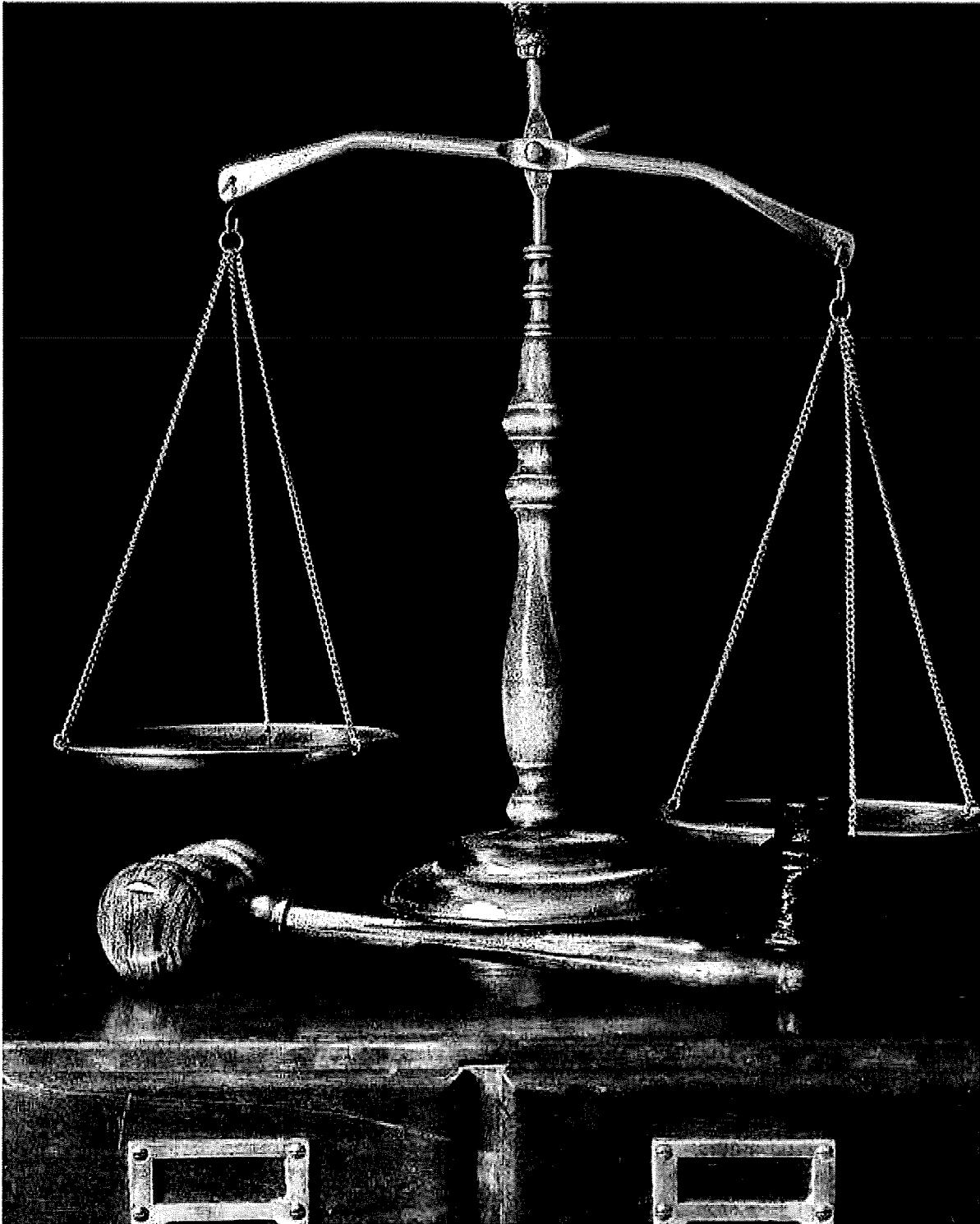


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EXECUTIVE SUMMARY

Comprehensive Investigations and Consulting (CIC) is a private firm dedicated to conducting independent and unbiased investigations for local and state agencies and institutions. CIC is a partnership of three experienced individuals from diverse backgrounds who work together to ensure justice in each and every case.

Kerry Gilpin was the Colonel/Superintendent of the Massachusetts State Police. Gilpin commanded more than 2,200 sworn officers and led the largest law enforcement agency in New England. She previously served as the Major of the Massachusetts State Police Academy, overseeing all training throughout the Department; the Executive Officer for the Division of Standards and Training, overseeing Internal Affairs, Narcotics Inspection, Staff Inspections, the Certification Unit as well as Training; and Unit Commander for the Harassment Investigation Unit, investigating allegations of unlawful harassment, sexual harassment and discrimination within the Department.

Daniel Bennett served as the Secretary of the Executive Office of Public Safety and Security from 2015 to 2018 under Governor Charlie Baker. As Secretary, he oversaw over 10,000 employees in more than a dozen agencies. Prior to his work in the Governor's office, Bennett was First Assistant to the District Attorney in Worcester County. He was responsible for overseeing all sexual assault cases in Worcester County. He prosecuted numerous sexual assaults in the Superior Courts of Worcester County and Middlesex County.

John Benzan was an Assistant District Attorney in the Middlesex County District Attorney's Office. He prosecuted major felonies in the superior court. Benzan handled cases through the different stages of criminal prosecution – from investigation to the grand jury presentation, to jury trials. He was an Assistant Attorney General and prosecuted cases involving organized crime syndicates, large-scale traffickers of narcotics and firearms, and gang violence.

MISSION STATEMENT

Comprehensive Investigations and Consulting (CIC) is committed to conducting independent and unbiased investigations for local and state agencies. CIC offers consultations and recommendations to ensure institutions have strong policies and procedures and are compliant with local, state, and federal mandates.

SERVICES

Our partners and consultants have extensive investigative and consulting experience, specifically in the following areas:

- Misconduct Investigations
- Title IX Cases
- POST
- Training
- Use of Force
- Police Reform
- Evidence Management
- Policy Review
- Background Investigations

CIC is experienced in conducting investigations and consultations for the following institutions:

- Sheriff's Departments
- Police Departments
- Fire Departments
- Universities, colleges and schools
- Other public institutions

INVESTIGATIVE METHOD

Comprehensive Investigations and Consulting employs a team approach to each investigation. Our diversity of backgrounds allows us to view each investigation through multiple lenses. Every investigation is analyzed by former law enforcement members and attorneys. Our team is skilled in examining each investigation impartially and independently. All allegations are investigated without any preconceived notions or conclusions.

Investigations are conducted in a complete and professional manner. Documentary evidence is obtained and rigorously examined. Witness interviews are thoroughly prepared for and documented. The team evaluates all evidence to determine any potential violations of regulations or codes of conduct. A full and thorough report is written containing the findings of facts and conclusions.

- | | |
|-------------|--|
| Step One: | Documentary evidence is obtained and rigorously examined. |
| Step Two: | Witness interviews are conducted and documented. |
| Step Three: | The team evaluates all evidence to determine any potential violations of regulations, codes of conduct or law. |
| Step Four: | A full and thorough report is compiled, which contains the finding of facts and conclusions. |

QUALIFICATIONS & EXPERIENCE

Kerry Gilpin was the Colonel/Superintendent of the Massachusetts State Police. She oversaw 2,200 sworn members as well as 500 civilian members of the Department. She previously served as the Division Commander of Standards and Training for the Massachusetts State Police, where she oversaw all training at the State Police Academy; the Executive Officer for the Division of Standards and Training, overseeing Internal Affairs, Narcotics Inspection and Training; and Unit Commander for the Harassment Investigation Unit, investigating allegations of unlawful harassment, sexual harassment and discrimination within the Department. Kerry also has extensive training and experience in evidence management.

Daniel Bennett served as the Secretary of the Executive Office of Public Safety and Security from 2015 to 2018 under Governor Baker. As Secretary, he oversaw over 10,000 employees in more than a dozen agencies. Bennett was in charge of the Massachusetts State Police, Massachusetts Department of Corrections, Massachusetts Parole Board, Massachusetts Sex Offender Registry Board and the Massachusetts Fire Marshal's Office. He was responsible for numerous investigations into potential misconduct by employees of those agencies. He was a member of the Governor's Council to Address Domestic Violence and Sexual Assault (January 2015 to December 2018). He was Chair of the Statewide Domestic Violence Fatality Review Team (January 2015 to December 2018).

Daniel Bennett was the First Assistant to the District Attorney in Worcester County. He was responsible for overseeing all the sexual assault cases in Worcester County. He has prosecuted numerous sexual assault cases in the Superior Courts of Worcester County and Middlesex County.

As a partner at CIC, Daniel Bennett has served as a special prosecutor in three counties. Bennett conducted an investigation into potential misconduct at police and sheriff's departments in Essex County. He was responsible for reviewing all sexual assault cases in which a sexual assault evidence kit was collected in Bristol County from 2000 to 2019. Additionally, Bennett prosecuted a case in Norfolk County involving a potential conflict of interest.

John Benzan was an Assistant District Attorney at the Middlesex County District Attorney's Office. He prosecuted major felonies in the superior court. Benzan handled cases through the different stages of criminal prosecution – from investigation to the grand jury presentation, to jury trials. He was an Assistant Attorney General and prosecuted cases involving organized crime syndicates, large-scale traffickers of narcotics and firearms, and gang violence.

INVESTIGATION PROPOSAL

Purpose

To conduct independent investigations, to include the following:

1. Comprehensive Investigations and Consulting, LLC., will conduct oral interviews and review all submitted documents, as well as any photos, audio and/or video recordings.
2. The inquiry will seek to determine if the allegations are sustained.
3. The inquiry will seek to determine if the actions of the employees violated any policy, procedure, rule or regulation of the Department or City/Town.
4. Provide written report of all findings.

This is not an agreement for legal services provided under contract within, or as contemplated by, M.G.L. c. 30, § 65. No legal services shall be provided and no attorney-client relationship between the Consultant/Contractor and the Department or the City/Town shall exist as a result of this Agreement, or any services rendered.

Review and Access to Records

With the approval and authority of the Department and/or the City/Town, the Consultant/Contractor shall be provided access to relevant documents and information requested in accordance with, and subject to, all applicable laws, as well as the rules, regulations, policies and procedures of the Department and the City/Town.

Interview and Access to Persons

With the approval and authority of the Department and the City/Town, the Consultant/Contractor shall also, subject to all applicable laws and the rules, regulations, policies and procedures of the Department and the City/Town, interview, and/or receive relevant documents and information from Department employees and/or witnesses. Similarly, the Consultant/Contractor shall, in accordance with all applicable laws and as determined appropriate by any such agency, be provided access to relevant documents and information obtained or possessed by the Department and the City/Town.

Duration of Agreement

The term of the engagement shall, unless otherwise approved by the Department and the City/Town, and agreed upon by the parties in writing, be for 90 days, unless mutually agreed to be extended.

Compensation

All services rendered shall be performed at a rate of \$250/hour for partners. Said payment to be made after the submission of an invoice made every sixty days or at the conclusion of the background investigation.

Administrative Obligations

Consultant/Contractor agrees to provide and/or execute all documents and forms necessary to and/or facilitate said services, including but not limited to the City/Town's standard contract and corresponding terms and conditions, disclosures of conflicts and potential conflicts of interest, and any other service forms required by the City/Town.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Comprehensive Investigations and Consulting, LLC., Responses

1. Who are the investigators with your consulting firm and what are their credentials?

Comprehensive Investigations and Consulting, LLC., is comprised of three partners; Kerry Gilpin, Daniel Bennett and John Benzan. Kerry Gilpin served twenty-five years in law enforcement, retiring as the Colonel of the Massachusetts State Police in 2019. Daniel Bennet is a practicing attorney, previously serving as a prosecutor for the Middlesex District Attorney's Office and First Assistant for the Worcester District Attorney's Office. He retired as the Secretary of Public Safety for the State of Massachusetts in 2018. John Benzan is also a practicing attorney, previously serving as a prosecutor for the Middlesex District Attorney's Office as well as the Massachusetts Attorney General's Office.

2. How long has your consulting firm been in operation?

Comprehensive Investigations and Consulting, LLC., was established in June 2021.

3. About how many internal affairs investigations has your consulting firm conducted?

Since its inception in 2021, Comprehensive Investigations and Consulting, LLC., has conducted more than fifty internal affairs investigations.

4. What hourly rate do you charge for this type of investigation?

All services rendered are performed at a rate of \$250/hour for partners.

5. If selected, would you accept the scope of services as agreed upon by the Select Board?

If selected, Comprehensive Investigations and Consulting, LLC., is willing to accept the services as agreed upon by the Select Board.

Thank you for considering Billingsgate Associates LLC in your solicitation of interest for the investigation of police procedures and investigation of the hate crime at the African Meeting House and related matters.

Below please find my response to your questions.

1. Who are the investigators with your consulting firm and what are their credentials?

With few exceptions, I am the principal investigator that conducts internal investigations for municipalities and school districts. I would expect to be the sole investigator in the matter if selected.

I served as a police officer in Massachusetts for almost 35 years in communities from Provincetown and Williamstown, retiring as the police chief in Carver but returned to municipal policing as the interim chief in Hanson. My career included assignment to the start of the Cape Cod Drug Task Force investigating maritime smuggling and an appointment as a Deputy US Marshall for federally prosecuted cases. As police chief, I was recruited by three municipal departments that had various issues requiring internal affairs investigations due to officer misconduct and criminal behavior. As chief, I conducted numerous internal investigations and oversaw, taught and mentored officers on the proper steps to investigate complaints concerning department members. My municipal experience in approximately thirty-five internal affairs investigations have included the grand jury, polygraph examinations and successful discipline cases that withstood civil service terminations and arbitration appeals.

2. How long has your consulting firm been in operation?

Although I was initially licensed as a private investigator by the State Police in 2000, I formed Billingsgate Associates LLC several years prior to my retirement in 2010 to facilitate this business. Since 2010, I have been actively involved in private and independent investigations that include working with municipalities and their town counsel and city solicitors.

3. About how many internal affairs investigations has your consulting firm conducted?

Since 2010, Billingsgate Associates LLC has conducted over fifty independent internal affairs investigations. With several exceptions, I have

been the exclusive investigator in these matters. These cases involved serious misconduct complaints against municipal employees, including but not limited to police officers, and in several matters, included reviewing prior police investigations into those matters.

I have also conducted two out of state police procedure cases where I reviewed police agency's investigations into serious matters of officer misconduct. One case involved investigating two previous internal investigations that ignored the racial discrimination and bias toward the complaining police officer, the retaliation against him for pointing out bias police tactics within his department. (Andy Todd vs, City of Rutland VT)

The second case involved investigating a totally sub-standard investigation done by Chicago PD and their attempt to avoid uncovering officer misconduct and actions contrary to officers' training and department rules leading to serious injuries to several residents. Stapleton, Howard and Griffin vs, City of Chicago)

4. What hourly rate do you charge for this type of investigation?

My current rate is \$125.00 per hour. Thos does not include any related expenses such as travel and lodging, if necessary, transcription costs, any type of required forensic needed or other related costs, after consultation with the Town.

5. If selected, would you accept the scope of services as agreed upon by the Select Board?

My acceptance of the case and its scope will depend upon my availability and caseload at the time of any formal request for services and after an executed service agreement with the Town or its legal representative on the Town's behalf.

Once again, I wish to thank you and the Town for considering my investigative services on this matter and look forward to a response in the near future.

Respectfully submitted,

Andy

Chief Arthur A. Parker Jr. (RET.)

BILLINGSGATE ASSOCIATES L.L.C.

508-207-7219

a.parker13@comcast.net

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Nantucket Public Schools



www.npsk.org

School Committee

10 Surfside Road . Nantucket, MA 02554 . Phone: 508-228-7285 . Fax: 508-325-5318

October 31, 2024

Erika Mooney
Operations Administrator
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

RE: School Committee Vacancy

At the meeting on October 29, 2024, The Nantucket Public School Committee has 'On Motion, duly made and seconded, the recommendation to the Select Board, for Mr. Vincent Murphy to fill the vacancy through the 2025 Annual Town Meeting.

Sincerely,

Katie Bedell

School Committee Clerk



Nantucket Public Schools



Elizabeth Hallett, Ed.D.
Superintendent

www.npsk.org
hallette@npsk.org

10 Surfside Road . Nantucket, MA 02554 . Phone: 508-228-7285 . Fax: 508-325-5318

September 16, 2024

Nantucket Board of Selectmen
% Ms. Libby Gibson, Town Manager
Nantucket, MA 02554

Dear Libby,

The letter serves as formal notification regarding the vacancy of Chair Pauline Proch on the School Committee. An advertisement for the vacancy will be published in the Inquirer Mirror on Thursday, September 19. Following this, the School Committee will interview candidates for the vacant position.

The nomination and approval process will proceed in collaboration with the Select Board. According to Massachusetts General Law (MGL) Chapter 41, Section 11, the appointment will be made by the Select Board in conjunction with the remaining members of the School Committee through a roll call vote. This appointment will remain effective until the election following the 2025 Annual Town Meeting, at which point a vote will determine who will complete Pauline Proch's term.

This matter will come before the Select Board during an October meeting. Please let me know if there is anything further needed at this time.

Sincerely,

Elizabeth Hallett, Ed.D.
Superintendent

September 2, 2024

Elizabeth Hallett
Superintendent Nantucket Public Schools
10 Surfside Road
Nantucket, MA 02554

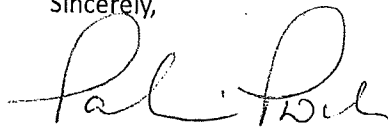
Received
Sept. 8, 2024
Elizabeth Hallett
Nantucket Public Schools

Dear Beth,

Please accept my resignation from the School Committee as of November 12th, 2024. Serving on the School Board for the past eleven and a half years has been a privilege, and I am grateful for the opportunity. My decision is based on where I believe I can best serve students at this point in my career.

I look forward to continuing to have a close relationship with our Public Schools, and I wish you and the rest of the District Leadership team, our staff, our students, and our families all the best.

Sincerely,



Pauline Proch



THE 188TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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Massachusetts Constitution

General Laws

Session Laws

Rules

General Laws

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PART I	ADMINISTRATION OF THE GOVERNMENT (Chapters 1 through 182)	PREV NEXT
TITLE VII	CITIES, TOWNS AND DISTRICTS	PREV NEXT
CHAPTER 41	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS	PREV NEXT
Section 11	Appointment to fill vacancy in town office	PREV NEXT

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

(election)

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CHARTERS

and Zoning Board of Appeals; and any other committee for which a Town bylaw makes the Board of Selectmen the appointing authority; also any advisory committee established by the Board of Selectmen and any committee acting for both the Town and the County.

Cause for removals shall be put forward in good faith, and not arbitrary, irrational, unreasonable or irrelevant to the duties of the office, on grounds of incapacity beyond temporary illness, chronic nonattendance or violation of the oath of office.

Nothing in this Section 3.4(a)(3) mandates the continued existence of any such board or the specific number of members appointed;

(4) To exercise the power to disapprove of appointments made by the Town Manager pursuant to Section 3.4(b) or 4.3 of this Charter. All appointments by the Town Manager to the position of Assistant Town Manager, of department head or of any other position pursuant to this Charter, are subject to a vote of disapproval by the Board of Selectmen; provided, however, that such appointments shall take effect unless the Board of Selectmen votes disapproval within a 15-day period following the day on which notice of the proposed appointment is filed with the Board Chair; **[Amended 4-11-2007 ATM by Art. 44, approved 5-21-2007]**

→ (5) To fill by appointment any elective position on a Town board, commission or council, vacant by reason of a member's resignation, death or incapacity beyond temporary illness, but only if the laws of the Commonwealth allow for appointments in such cases, the appointee to serve, any such laws notwithstanding, only until a successor is elected at the next annual Town election; and the successor so elected then to serve for the remainder, if any, of the member's unexpired term; and

(6) To appoint to the Planning Board three associate members to serve in zoning matters as alternates in lieu of any elected alternate, the terms of appointment being of such length and so arranged that the term of one associate member shall expire each year. Nothing in this Charter shall affect the election of the regular Planning Board members in accordance with the laws of the Commonwealth.

(b) Any vacancy occurring in an appointed position in Town offices, boards, councils, commissions or committees shall be filled by the Board of Selectmen, the Town Manager or other appointing authority, whichever is empowered to make the initial appointment to the position vacated, for the balance of the unexpired term. **[Amended 4-11-2007 ATM by Art. 44, approved 5-21-2007]**

Section 3.5 Further Powers of the Selectmen

The Board of Selectmen shall have the power:

- (a) to act in the capacity of the Board of County Commissioners;
- (b) to establish general Town priorities, goals and policies;

(c) To establish as may be advisable or needed one or more advisory committees to conduct any inquiry or investigation or to make planning, policy or other recommendations; further, to establish and shall so establish as a permanent standing committee of the town a three member audit committee whose duties shall include appointment of an outside audit firm, review of the annual audit results and evaluation of the internal accounting procedures and controls. The audit committee shall be composed of three members each serving a term of one

Town of Nantucket Board of Health
Policy Relating to the Registration of Short-Term Rentals
October 17, 2024

Pursuant to §338 of the Code of the Town of Nantucket (Short-Term Rental Property), an operator of a Short-Term Rental is required to register a Short-Term Rental before commencing operations of the Dwelling Unit. Section 338.3 further provides:

As of January 1, 2023, no person shall operate a short-term rental (as defined in § **123-4**) without having first obtained a certificate of registration from the Board of Health. The certificate of registration must be renewed annually by November 1.

Due to the complexity of establishing the Town's Short-Term Rental Registry, the Board of Health hereby establishes this Policy for implementing the intent of c. 338.3, in order to ensure equitable treatment of all operators who are required to register and renew their Certificates of Registration each year by November 1. The Policy is as follows:

1. Any operator of a Short-Term Rental who submitted an application for a Certificate of Registration in Calendar Year 2024, and who paid the registration fee to the Town at the time of the application are not required to renew their registration of the same Short-Term Rental on November 1, 2024, and are not required to pay a new registration fee for Calendar Year 2025. Such operators may engage in Short-Term Rental activities for all of Calendar Year 2025. They will be required, however, to renew their registration of the same Short-Term Rental on or before November 1, 2025, and will be required to pay the then applicable registration fee in order to engage in Short-Term Rental activities for the same Short-Term Rental in Calendar Year 2026.
2. Any operator who registers a Short-Term Rental for the first time on or after January 1, 2025, will be required to pay the registration fee at the time of application in order to operate in Calendar Year 2025, and will be required to renew the registration by November 1, 2025, and pay the registration fee at the time of renewal in order to engage in Short-Term Rental activities in Calendar Year 2026.
3. In order to continue to operate any Short-Term Rental in Calendar Year 2027 and thereafter, the operator must renew the registration on or before November 1 of the previous Calendar Year and pay the then applicable registration fee at the time of renewal.

Adopted by the Board of Health on 10/17/2024.

Approved by the Select Board on _____.

Departmental Update

Planning & Land Use Services

Leslie Snell, Director of Planning

November 6, 2024



2024 PLUS Staff



Agenda

1. Mission and Goals
2. Organizational Structure
3. FY25 Budget Summary
4. Preliminary FY26 EIRs and Capital Requests
5. Overview of PLUS Divisions
6. Summary

Mission and Goals for PLUS

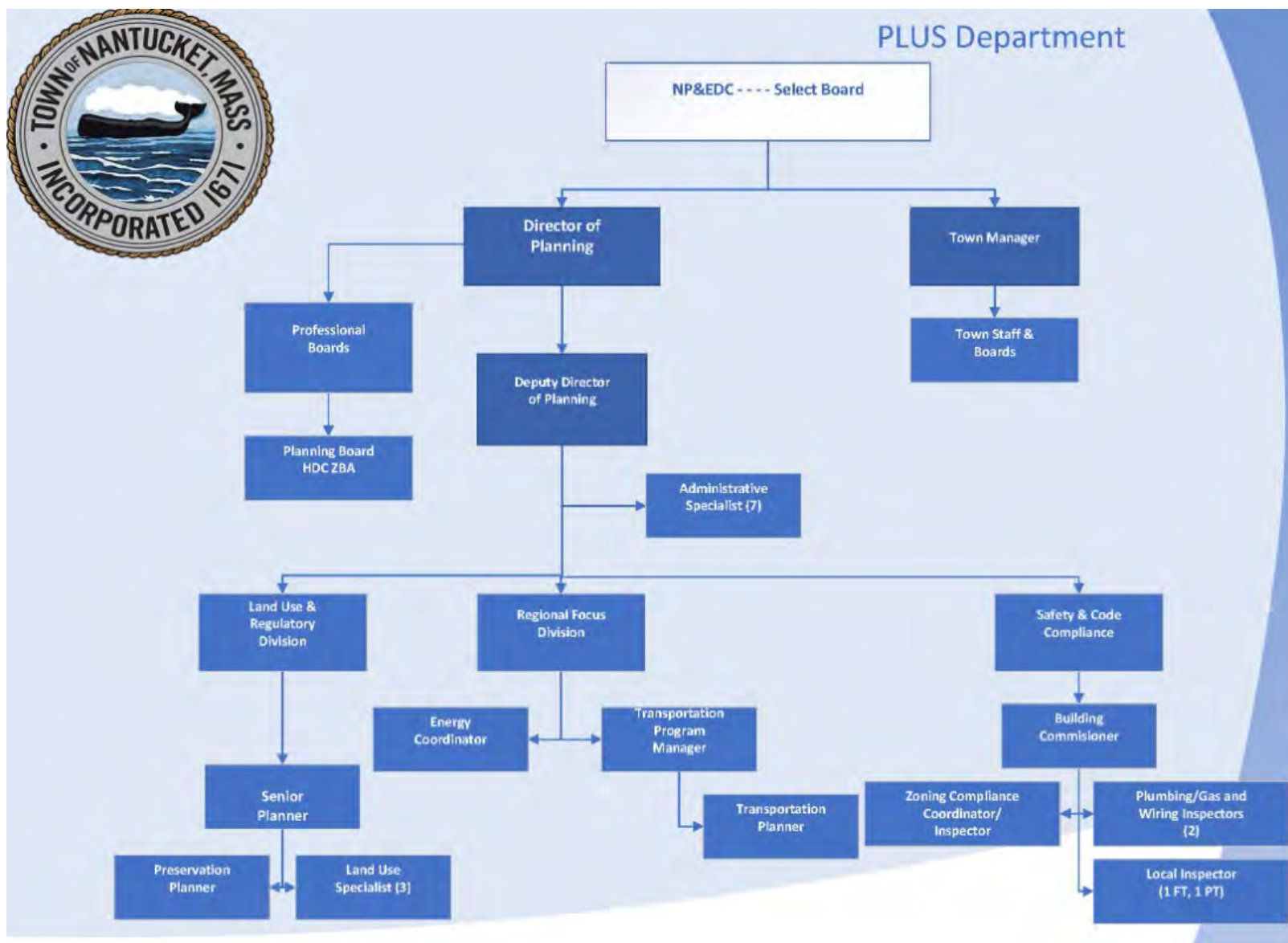
Mission

To coordinate land use related permit granting authorities in a single location, prioritizing customer service, providing for internal communication, and improving accountability in a professional environment.

Goals FY25

- Continue to improve coordination of permitting services provided by the divisions of PLUS.
- Continue to encourage professional development for all PLUS staff and promote inter-divisional knowledge.
- Improve efficiency with the administrative portion of the Historic District Commission review process.
- Continue the successful transition of the management team.

Organizational Chart



Department Organizational Structure

- PLUS consists of 3 Divisions:
 - Land Use and Regulatory
 - Regional Focus
 - Safety and Code Compliance
- 21 full time, 1 part time, and multiple per diem positions
- Vacant Positions:
 - Deputy Director
 - Land Use Specialist

FY 25 Budget

- Payroll and Operating Budget total \$2,456,556
 - Payroll = \$2,185,456
 - Operating = \$271,100
- Expenses consistently conform to the allocated budget.
- Payroll overages, when they occur, are generally the result of overtime related to regulatory deadlines and volume of work.
- More recently, collective bargaining agreements have impacted the payroll budget.

FY 26 EIRs and Capital Requests

- **Expense Increase Requests:**
 - \$60,000 in professional services to continue historic survey work in the downtown.
 - \$40,000 for a GEM low speed vehicle.
- **Capital Requests:**
 - Tom Nevers Bike Path (design and construction $\approx$ \$8,000,000).
 - Pleasant Street Complete Streets Project (design and construction $\approx$ \$2,000,000).

Overview of PLUS Divisions

- Land Use and Regulatory Division
 - Planning and Zoning
 - Historic Preservation
- Regional Focus
 - Energy
 - Transportation
- Safety and Code Compliance
 - Building and Zoning Compliance

Cross-Departmental Code Compliance Work Group

- **Megan Trudel**, Senior Planner, PLUS
- **Paul Murphy**, Building Commissioner, PLUS
- **John Hedden**, Chief Environmental Health Officer, Health & Human Services
- **Kevin Ramos**, Fire Prevention Captain, NFD
- **Angus MacVicar**, Lieutenant, NPD
- Multi jurisdictional review of properties that may be out of compliance with multiple codes (Building, Zoning, Health, Fire, Police).
- Regular meetings to coordinate best approach to code enforcement.

Planning Board



The Planning Board's mission is to review residential subdivisions; review secondary dwelling permits; and review special permits for major commercial development, major residential developments, multi-family developments, and second curb cuts.

Five Elected Members:

David Iverson, Chair

Joseph Topham, Vice Chair

Barry G. Rector

Nathaniel Lowell

John Kitchener

Three Select Board Appointed Alternates:

Abby DeMolina

Stephen Welch

Howard Matz

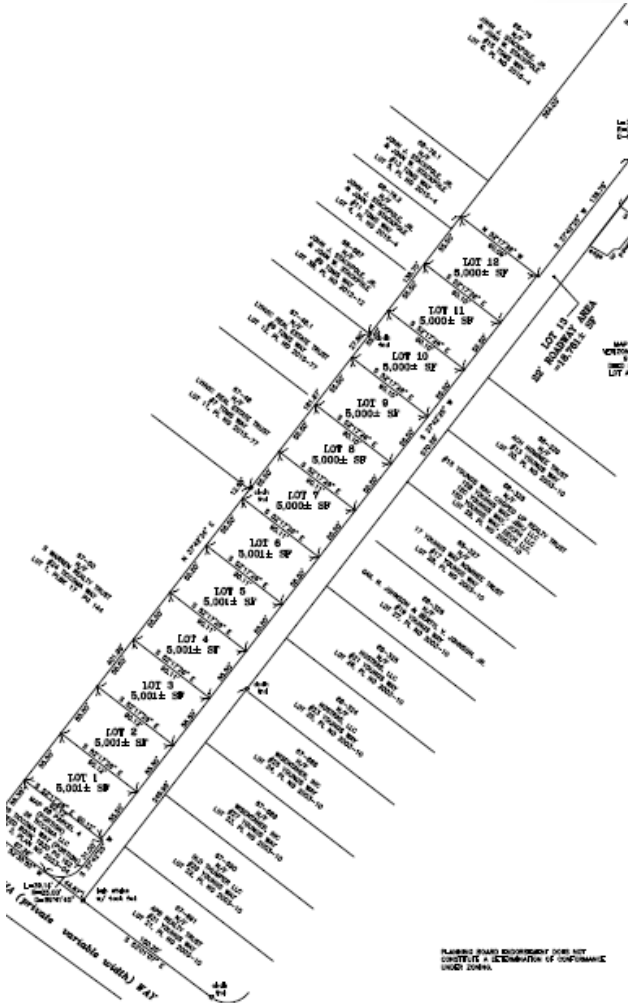
Planning Board – Key Projects

- 2009 Master Plan Update (currently in progress)
- Rules and Regulations Governing the Subdivision of Land Update (currently in progress)
- Articles for the 2026 ATM are in development



Planning Board – FY24 Summary

- In FY2024, the Planning Board reviewed a variety of requests and issued decisions on the following:
 - 21 Special Permits dealing with a variety of residential and commercial waivers that were relatively small in scale;
 - 18 modifications to existing Special Permits and Subdivisions;
 - 9 new Approval Required Subdivisions, with 28 new lots created;
 - 3 new Major Commercial Development Special Permits
 - 7 Secondary Residential Lot Special Permits;
 - 8 Rear Lot Subdivision Special Permits, with 8 new lots created;
 - 85 Approval Not Required Plans, with 29 new lots created;
 - 82 Secondary Dwellings
 - 14 Tertiary Dwellings
 - Minor requests such as lot releases, plan endorsement, approval of legal document, minor modifications, etc.



Zoning Board of Appeals

Established in 1972 to “promote the health, safety, convenience, morals and general welfare of Nantucket’s inhabitants, to lessen the danger from fire and congestion and to improve the town...” Chapter 139 of the Code of the Town of Nantucket sets out the powers and duties of the board and for the most part parallels the power and duties set out for such boards by commonwealth law.

The ZBA reviews and renders decisions for Comprehensive Permits (40B), Variances, Appeals, and some Special Permits

Members and Alternates are appointed by the Select Board

Members:

Susan McCarthy, Chair
Michael J. O’Mara
Elisa H. Allen
Joseph Marcklinger
John B. Brescher

Alternate Members:

Jim Mondani
Mark W. Poor
Lisa Botticelli

Zoning Board of Appeals –FY24 Summary

- Became the special permit granting authority for requests in the Moorlands Management zoning district (formerly Planning Board)
- 18 Public Hearings
- 22 Decisions
- 8 Zoning Administrator Decisions (issued by staff)
- 31 Applications
 - 14 Special Permits (2 withdrawn)
 - 13 Variances (3 withdrawn)
 - 4 Appeals
 - 4 Remands

Preservation Planning

National Park Service says Preservation Planning:

A process that organizes preservation activities:

- Identification, Evaluation, Registration, and Treatment of historic properties

On Nantucket:

- **1955:** local historic district – one of the first two in Massachusetts
- **1966:** National Historic Preservation Act enacted – Nantucket becomes a National Historic Landmark District for *“its association with the American Whaling Industry and survival of the architecture and ambiance of the early whaling port.”*
- **1971:** local historic district was expanded to the entire island
- **2005:** ATM adopted MGL C. 40D and the Nantucket Historical Commission was established
- **2012:** National Historic Landmark District Nomination Update – *“the national significance of tourism and historic preservation”* and to include Tuckernuck and Muskeget Islands.
- **2021:** Certified Local Government Program with the National Park Service



Mission and Goals - HDC

Mission of the Historic District Commission (HDC):

- Under the Special Act is *“to promote the general welfare of the inhabitants of the Town of Nantucket through the preservation and protection of historic buildings, places and districts of historic interest through the development of an appropriate setting for these buildings, places and districts and through the benefits resulting to the economy of Nantucket in developing and maintaining its vacation-travel industry through the promotion of these historic associations.”* –Act of 1970 Chapter 395, as amended

Goals

- To review and deliberate on the appropriateness of structures and architectural elements (consistent with the Special Act, its guidelines, “Building with Nantucket in Mind” plus addendums and established policies.
- Following Robert’s Rules of Order and adopted Best Practices



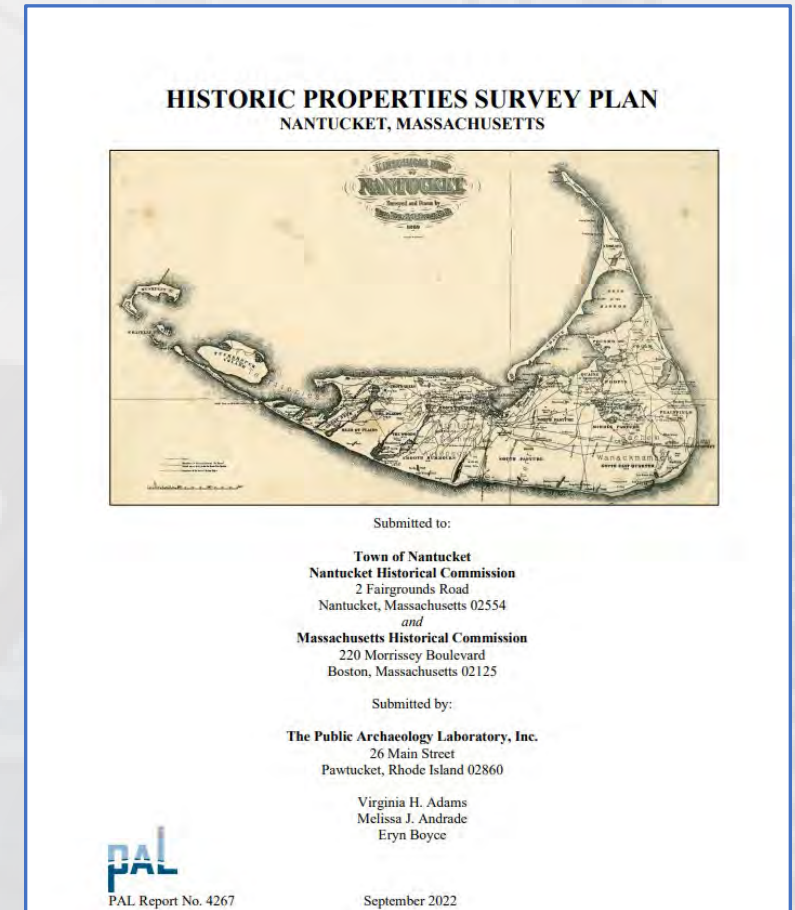
Mission and Goals - NHC

Mission of the Nantucket Historical Commission (NHC):

- To “serve the public by protecting the National Historic Landmark of Nantucket.”
- NHC advises the Select Board on matters of preservation.
- NHC creates plans and guidelines for historic preservation.
- NHC directs surveys of buildings and lands of archaeological and historic significance, and advocates for historic preservation. *Established by Act at 2005 ATM, pursuant to MGL Ch. 40, Section 8D.*

Goals:

- Apply for Massachusetts Historical Commission (MHC) grants for surveying.
- Support local preservation efforts.
- Review projects under Section 106 of the National Historic Preservation Act (NHPA).
- Review proposed Historic Tax Credits (State & Federal).
- Collaborate with the HDC, as the Certified Local Government Commission.
- Collaborate & engage with preservation minded peers (NPT, PIN, Sconset Trust, NHA, MMA, Egan Maritime).



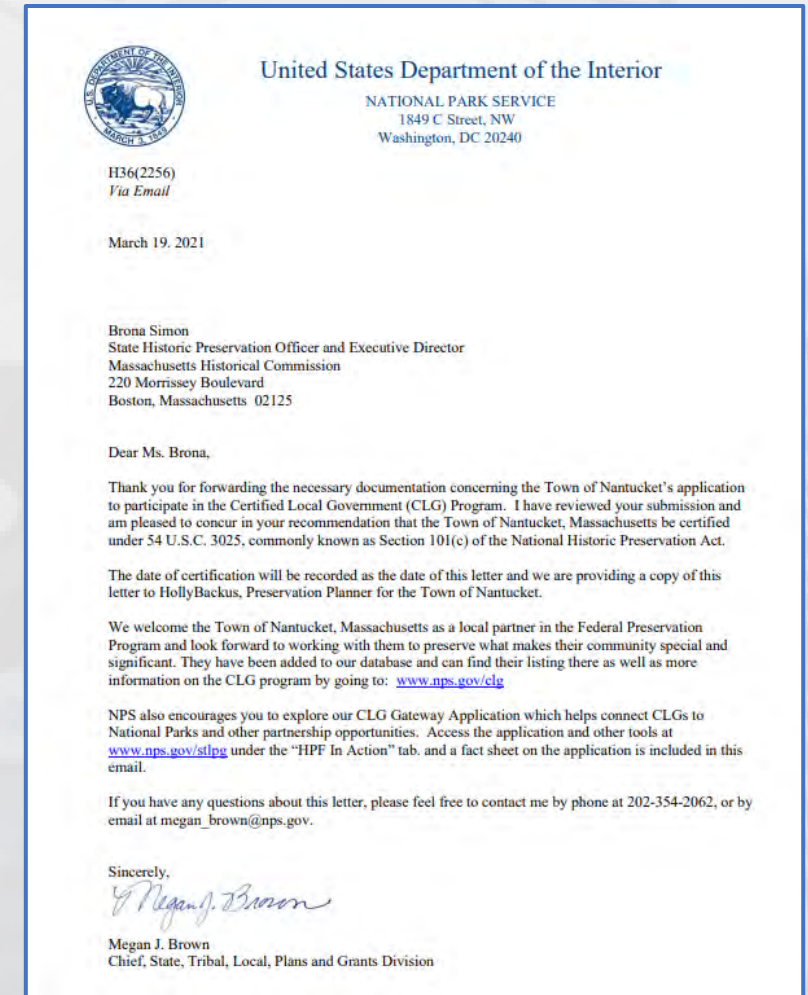
Mission and Goals – CLG

Mission of the Certified Local Government (CLG):

- Partnership between Local, State & Federal governments that provides the opportunity to help preserve, protect, and increase awareness of our unique cultural heritage to save irreplaceable historic resources.
- Certified under 54 U.S.C. 302, commonly known as Section 101(c) of the National Historic Preservation Act on March 19, 2021.

Federal Preservation Planning Program:

- Helps strengthen historic preservation in land-use planning (at all government levels).
- Provides funding through the Federal Historic Preservation Fund.
- Provides technical assistance and training through the SHPO (MHC).



Mission and Goals – CLG continued

Goals:

- Enforcement of local legislation (HDC's Special Act).
- Adequate & qualified local government commission (HDC & NHC).
- Participate in the National Register Program (ALL of Nantucket is already included as a NHLD).
- Survey and Inventory of Historic Properties (See Survey Plan).
- Provide adequate public participation in local historic preservation programs (following OML).
- Participate in MHC's training workshops for CLG's.

Key Projects

Historic Surveys Projects

- Public and private partnership
- NPT, Sconset Trust, UF:PIN

FY22 MHC Grant Project - PAL

- Final stages of review

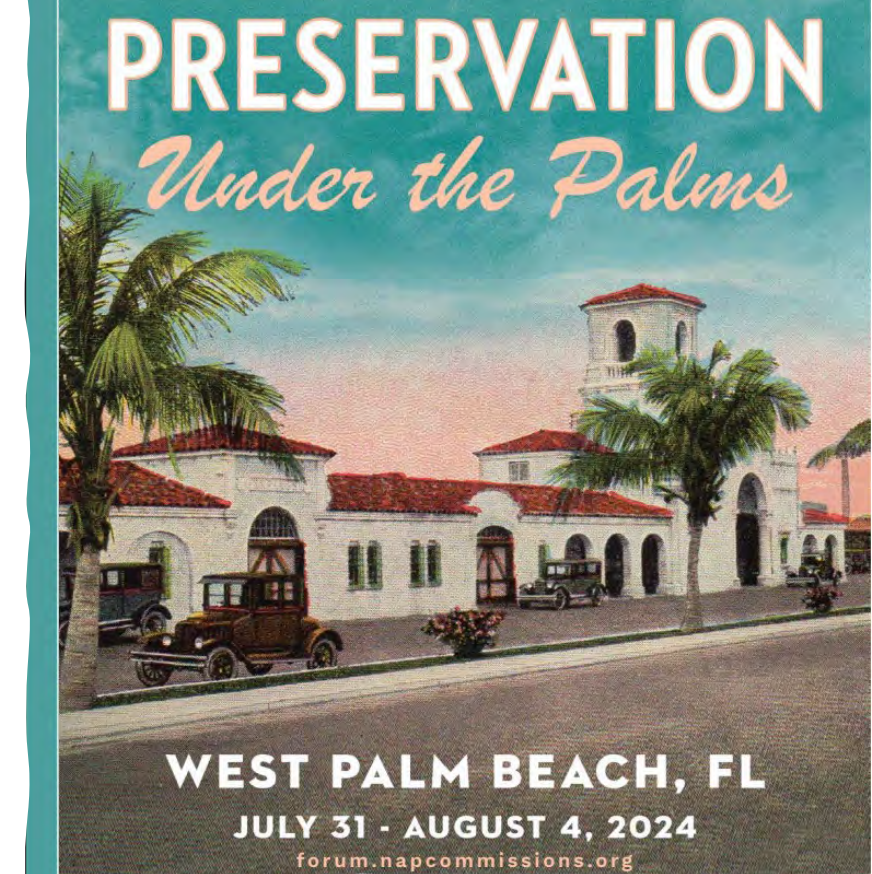
West Monomoy Neighborhood Survey Phase I:

- FY25 CPC Funded Project
- University of Florida's Preservation Institute Nantucket
- Community Kick Off scheduled mid November 2024

FORM B – BUILDING			
Assessor's Number	USGS Quad	Area(s)	Form Number
42.3.2 / 115	Nantucket	NAN.C. D	NAN.XXX
LHD 6/4/1970 NRDIS NHL 11/13/1966			
MASSACHUSETTS HISTORICAL COMMISSION MASSACHUSETTS ARCHIVES BUILDING 220 MORRISSEY BOULEVARD BOSTON, MASSACHUSETTS 02125			
Town/City: Nantucket			
Place: (neighborhood or village): Nantucket Town (Fish Lots)			
Address: 12 Darling Street			
Historic Name: Royal B. and Nancy W. Parker House			
Uses: Present: Single Family Dwelling			
Original: Single Family Dwelling			
Date of Construction: 1842			
Source: NCRD 1842-42/357			
Style/Form: Greek Revival/Half cape			
Architect/Builder: John K. Sears			
Exterior Material:			
Foundation: Brick			
Wall/Trim: Wood clapboards, wood shingles/Wood			
Roof: Asphalt shingle			
Outbuildings/Secondary Structures: None			
Major Alterations (with dates): 2 nd -story addition to rear ell, mid-late 20 th c.; enclosure of wraparound porch on rear ell, mid-late 20 th c.; replacement wood clapboards and shingles, late-early 21 st c.; replacement wood sash windows, late-early 21 st c.; asphalt-shingle roof, late 20 th -early 21 st c.			
Condition: Good			
Moved: no ☒ yes ☐ Date:			
Acreage: 0.05			
Setting: The building occupies a rectangular parcel on the south side of Darling Street near the intersection with Pine Street. The building sits close to the road and is bounded by 18 th and 19 th century residential properties to the east, south, and west, and the road to the north. A brick sidewalk with 19 th century schist curbing spans the property along Darling Street. A modern wood railing-type fence extends from the east (side) elevation to the neighboring dwelling at 10 Darling Street and encloses a side yard with a manicured lawn.			
Photo 1. 12 Darling Street, looking southeast.			
Locus Map			
Recorded by: E. Boyce, D. King, V. Adams; PAL			
Organization: Nantucket Historical Commission			
Date (month / year): May 2022			
12/12 Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.			

Recent Achievements

- Awarded an Offshore Wind Community Fund \$25,000 for historic properties survey (for the Survey Plan initiatives).
- Extended FY23 MHC Survey Grant - \$40,000 project (“HDC Surveys”).
- Awarded two CLG scholarships for staff to attend the NAPC Forum Conference, West Palm Beach, FL, July 31-August 5, 2024.



Energy Office: Mission and Goals



- **Mission:** Founded in 2011 to identify and implement community-wide energy projects and programs that deliver significant cost savings and contribute to local sustainability and economic development goals.
- **Duties:** Coordination and management of energy-efficiency and renewable-energy projects and procurements, public outreach, stakeholder engagement, electric supply contracting, grant writing, ratepayer advocacy, and data research/monitoring/reporting related to energy consumption and greenhouse gas (GHG) emission targets.
- **Goals:**
 - Reduce overall energy consumption and costs across municipal operations and the community.
 - Advance renewable energy projects, including local solar energy systems.
 - Stabilize local electric costs through competitive power supply negotiations and long-term contracts.
 - Promote for sustainable building practices and energy efficient technologies.
 - Enhance Nantucket's energy resilience to climate change and grid disruptions.
 - Engage with residents, businesses, and organizations encouraging energy-saving behaviors and actions.
 - Support compliance with local and state energy regulations, including the Town's Green Communities designation commitments, the Stretch Energy Code and new Outdoor Lighting Bylaw.
 - Secure and promote local, state, and federal funding opportunities to support building and vehicle electrification and clean energy projects.

Energy Office: Key Projects & Initiatives

- Town of Nantucket's "Massachusetts Green Community" designation obligations and annual grant-funding opportunities:
 - **\$477,000** in Green Community grant funding received to date for municipal energy efficiency improvements, since becoming designated a Massachusetts Green Community in February 2020.
 - Annual reporting to confirm compliance with designation requirements.
- Nantucket PowerChoice municipal electricity aggregation program (www.nantucketpower.org):
 - **\$32 million** in savings for local residents and businesses compared to National Grid's prices.
- Town of Nantucket's Local Solar Rebate Program:
 - Over **\$600,000** awarded, supporting 133 solar projects and adding 1.2 Megawatts of clean energy to Nantucket's power grid.
- Public electric vehicle charging stations: Secured utility and state incentives, coordinated installation, implemented an EV-cost recovery fee policy, and track monthly revenue to support ongoing operation and maintenance.
- Municipal solar project procurements.
- Energy Code Trainings.
- Energy efficiency and conservation opportunities through Mass Save and National Grid.
- WPI Project Sponsorship: "Achieving Compliance with Nantucket's Outdoor Lighting Bylaw" (Fall 2024).

Energy Office: 2024 Grants Awards

- **\$177,160 Green Communities Grant:** To replace inefficient HVAC system at PLUS Department with a high-efficiency heatpump system.
- **\$95,000 Offshore Wind Fund Grant:** Roof-mounted solar arrays at: Wannacomet Water Office Building, Nobadeer Farm Rd. Field House, and Surfside Road Sewer Pump station.
- **\$75,000 DOER EECBG Grant:** New energy efficient windows at Our Island Home.
- **\$75,000 Remain Nantucket Grant:** Lighting design technical assistance and new Bylaw-compliant lighting fixtures at Town facilities.
- **\$66,956 Federal “Direct Pay” credit:** Sewer Department’s 100kW Solar System.
- **\$22,500 MassDEP “MassEVIP Program”:** Support purchase of three Ford F-150 Lightnings for municipal fleet (DPW and NRD).



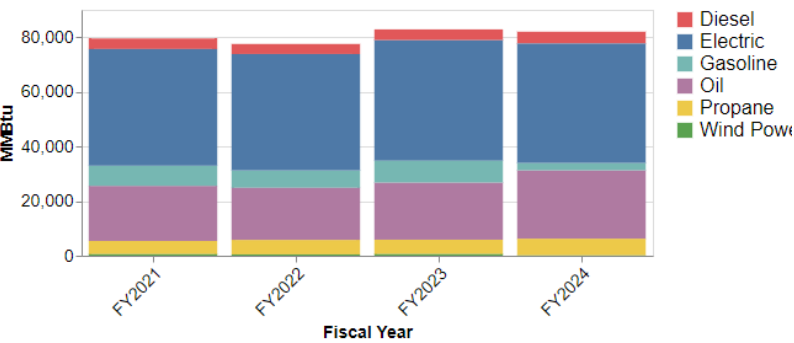
Town-owned EV Stations on Nantucket

Available for public use

- TOWN PARKING LOT - 37 Washington Street
- JETTIES BEACH - 4 Bathing Beach Road
- NATURAL RESOURCES/HEALTH BUILDING - 131 Pleasant Street
- PUBLIC SAFETY BUILDING - 4 Fairgrounds Road
- SURFSIDE BEACH - 169 Surfside Road
- NANTUCKET MEMORIAL AIRPORT PARKING LOT - 14 Airport Road
- AIRPORT COMMERCIAL BUILDING - 12 Airport Road
- NOBADEER FIELDS - 7 Nobadeer Farm Road



Annual energy usage by fuel type



Long-Range Transportation Plan Vision and Goals

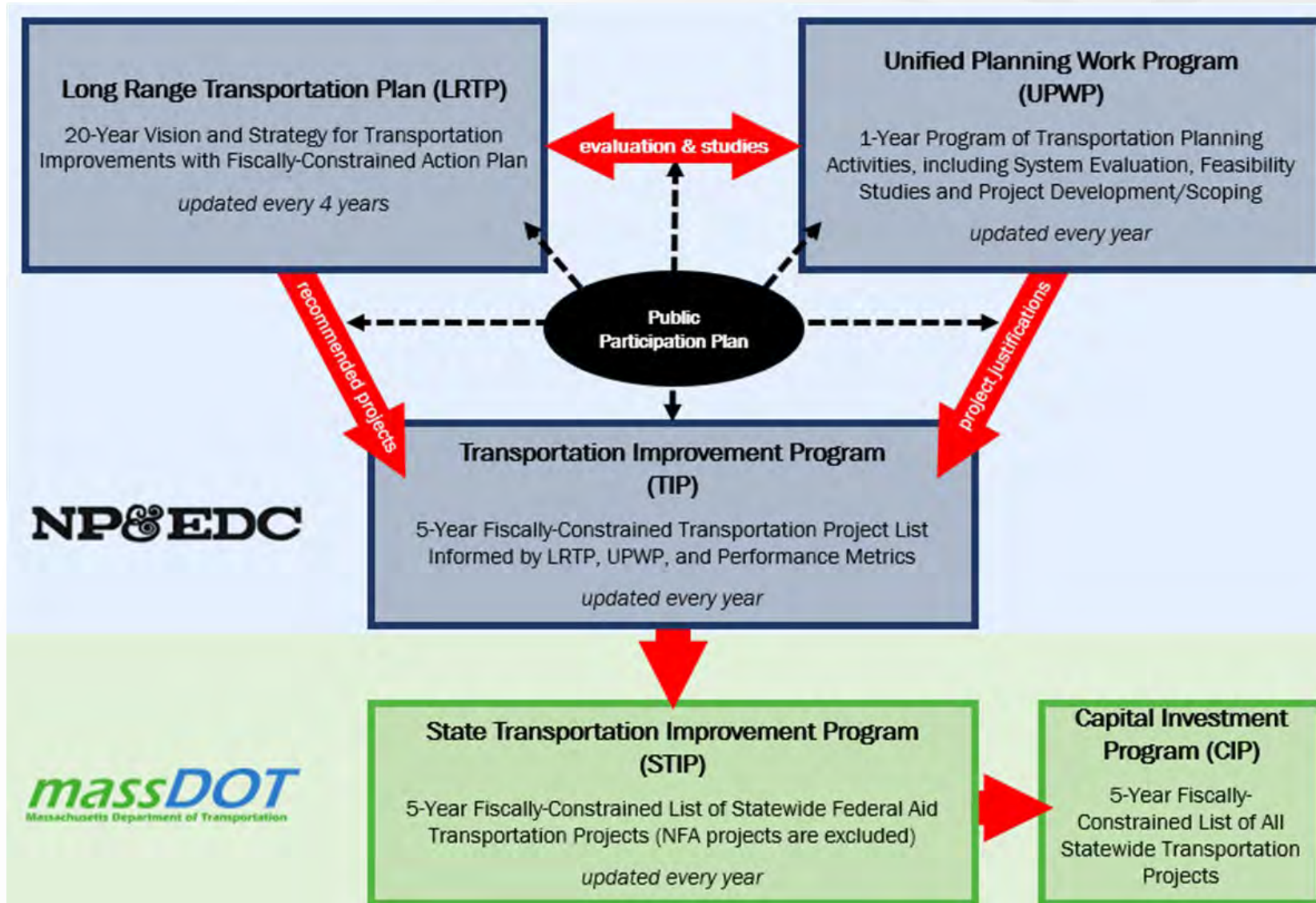
Vision

A safe, reliable, accessible, and affordable transportation system, with vehicle limitations, that is sensitive to the island

Goals FY24-44

- Accessibility
- Sensitivity to the Island
- Affordability
- Improvement to Safety
- Improvement to Reliability

3C Programming Documents



FY 25 Unified Planning Work Program Budget

Task		Direct Salary	Overhead (82.69%)	Direct Costs Budget	Total Budget
1.0	Transportation Program Management	\$45,760.00	\$37,838.94	\$5,000.00	\$88,598.94
2.0	Data Collection and Analysis	\$32,032.00	\$26,487.26	\$2,702.28	\$61,221.54
3.0	Short- and Long-Range Transportation Planning	\$46,904.00	\$38,784.92	\$15,000.00	\$100,688.92
3.1	Long-Range and Strategic Planning Strategies	\$14,300.00	\$11,824.67	\$15,000.00	\$41,124.67
3.2	Regional Safety Action Plan	\$14,300.00	\$11,824.67	\$0.00	\$26,124.67
3.3	Bicycle and Pedestrian Planning	\$10,725.00	\$8,868.50	\$0.00	\$19,593.50
3.4	Parking, Freight, and Other Planning	\$7,579.00	\$6,267.08	\$0.00	\$13,846.08
4.0	Implementation Activities	\$43,896.00	\$36,297.60	\$0.00	\$80,193.60
4.1	Implement Approved Projects	\$23,950.00	\$19,804.26	\$0.00	\$43,754.26
4.2	Grant and Contract Management	\$16,514.00	\$13,655.43	\$0.00	\$30,169.43
4.3	Local and Regional Technical Assistance	\$3,432.00	\$2,837.92	\$0.00	\$6,269.92
Total Budget for FFY 2025 -		\$168,592.00	\$139,408.72	\$22,702.28	\$330,703.00

Key Projects

3C Program Management

- Goal:
 - Maintain federally-required programming documents annually.
 - Ensure public participation in Transportation Planning Activities.

Data Collection and Analysis

- Goal:
 - Collect and analyze conditions of the community and transportation system using performance measures to ensure a data-informed planning process.

Regional Safety Action Plan

- Goal:
 - Utilize a Safe System Approach to ensure projects, and programs are prioritized that support a reduction in fatalities and serious injuries in the region.

Regional Transportation Model

- Goal:
 - Development of a traffic model to track existing and future performance of the network based on recommendations of the Long-Range Transportation Plan.

Key Projects (continued)

Wauwinet Road Sidepath

- Goal:
 - Coordinate development of design alternatives for review in summer 2025.

Tom Nevers Road Sidepath

- Goal:
 - Coordinate selection of a preferred design alternative and secure construction funding.

Pleasant Street and Williams Lane Complete Streets Project

- Goal:
 - Carryout a piloting of the Pleasant Street one-way alternative.
 - Coordinate selection of a preferred design alternative and seek construction funding.

Parking Management

- Goal:
 - Coordinate review and consensus on various decision points for a management system.

Recent Achievements

- Milestone Road Improvements
 - Milestone Road at Polpis Road
 - Milestone Rotary
 - Milestone Road at Nobadeer Farm Rd
 - Milestone Road Widening to add shoulders
- Bike Safety Campaign
 - Brain Bucket Nantucket 2024 Sticker
 - E-bike Classification Sticker
- Speed Feedback Sign Pilot
- Permanent Traffic Counter Expansion (6)



Mike goes
VIRAL
with
Nantucket
Brain
Bucket
Stickers 😊

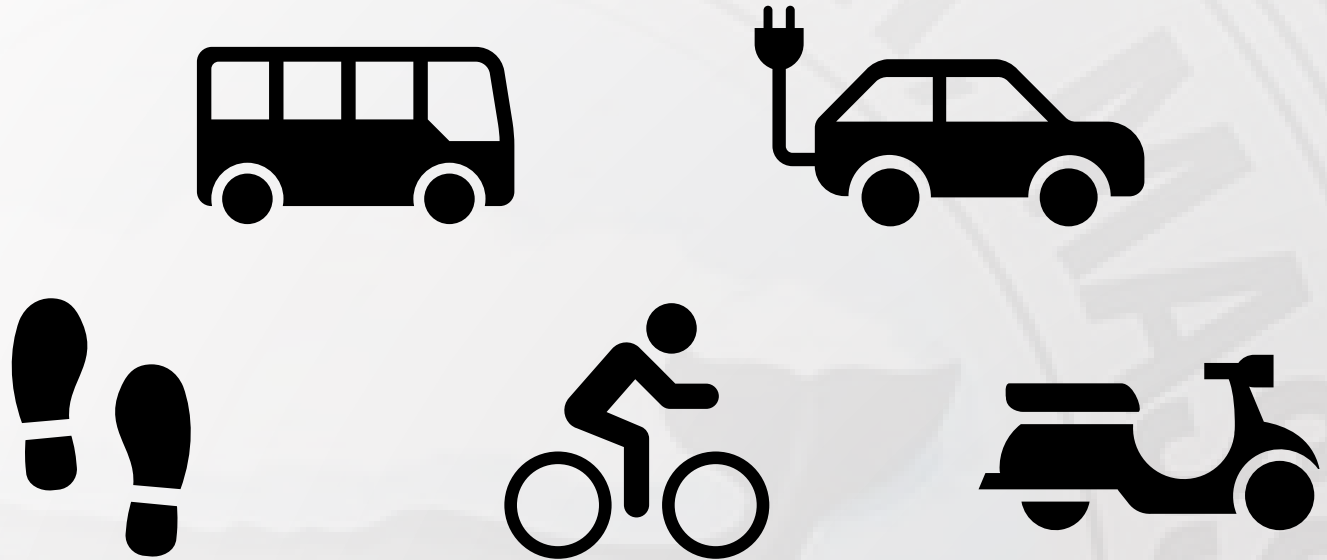
Massachusetts
US Congressman
Bill Keating



Challenges and Opportunities

Challenges:

- Funding
- Congestion
- Parking
- Resiliency



Opportunities:

- Utilize Complete Streets principles and accommodate all users
- Continue transit incentives
- Implement Parking Management System
- Advance project to increase parking opportunities downtown
- Seek Federal PROTECT funding for Resiliency projects

Building Division Structure

Supervised by the Building
Commissioner

- Local Inspector
- Plumbing & Gas Inspector
- Wiring Inspector
- Zoning Compliance Coordinator
- Per diem Inspectors



Key Responsibilities

- Enforcement & Interpretation of the State Building, Wiring, and Plumbing Codes
- Enforcement & Interpretation of the Nantucket Zoning Code
- Enforcement & Interpretation of the Outdoor Lighting Bylaw

FY 24 Total Issued Permits

- Building: 1038
 - Residential = 1008
 - New Dwellings = 95
 - Demolitions = 27
 - Commercial = 30
- Plumbing & Gas: 1967
- Wiring: 1270



State Building Code Compliance

- The State Building Code applies to residential and commercial buildings both existing and new.
- Existing buildings are treated differently due to their frequent non-conformance with current codes. The building official is afforded great discretion in assessing the conditions of these structures.
- New buildings are required to comply with the current building code. When non-compliance issues arise, a variance from the State Building Code Board of Appeals is typically necessary.

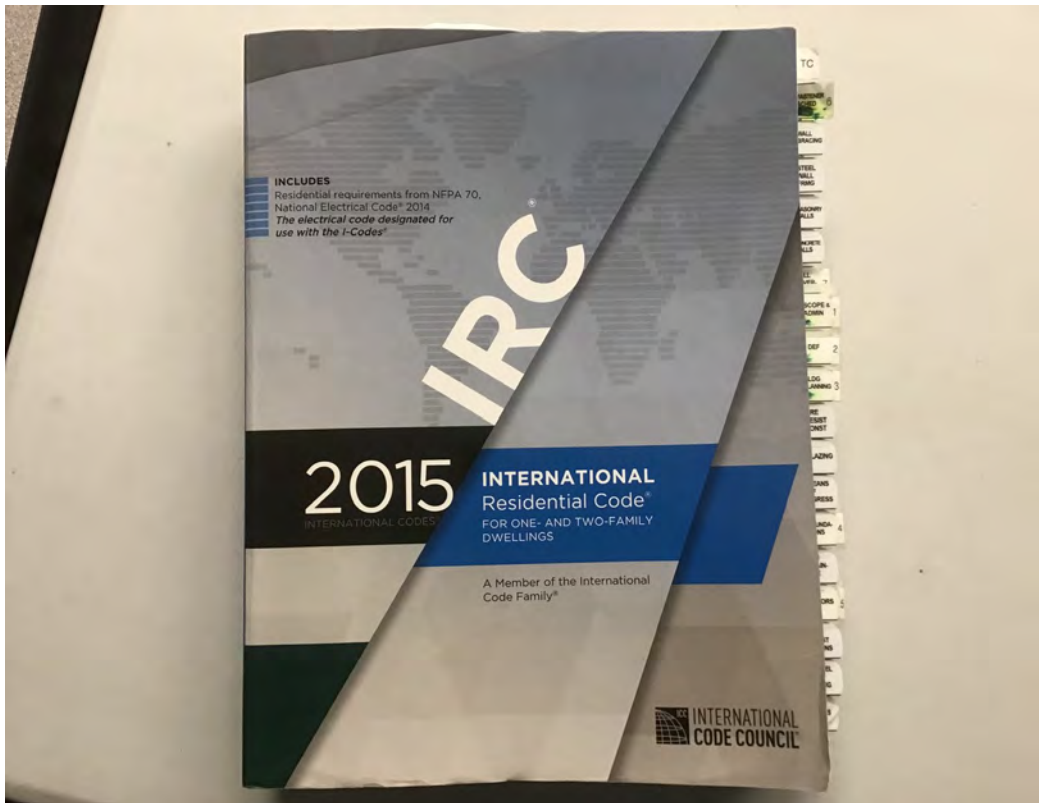


Nantucket Zoning Code Compliance

- The Nantucket Zoning Code is primarily enforced by the Building Commissioner and the Zoning Compliance Coordinator.
- State regulations allow any building official to enforce the local zoning code.
- Nantucket is unique in that it adopted local regulations to allow a Zoning Enforcement Officer who is not a Local Inspector.

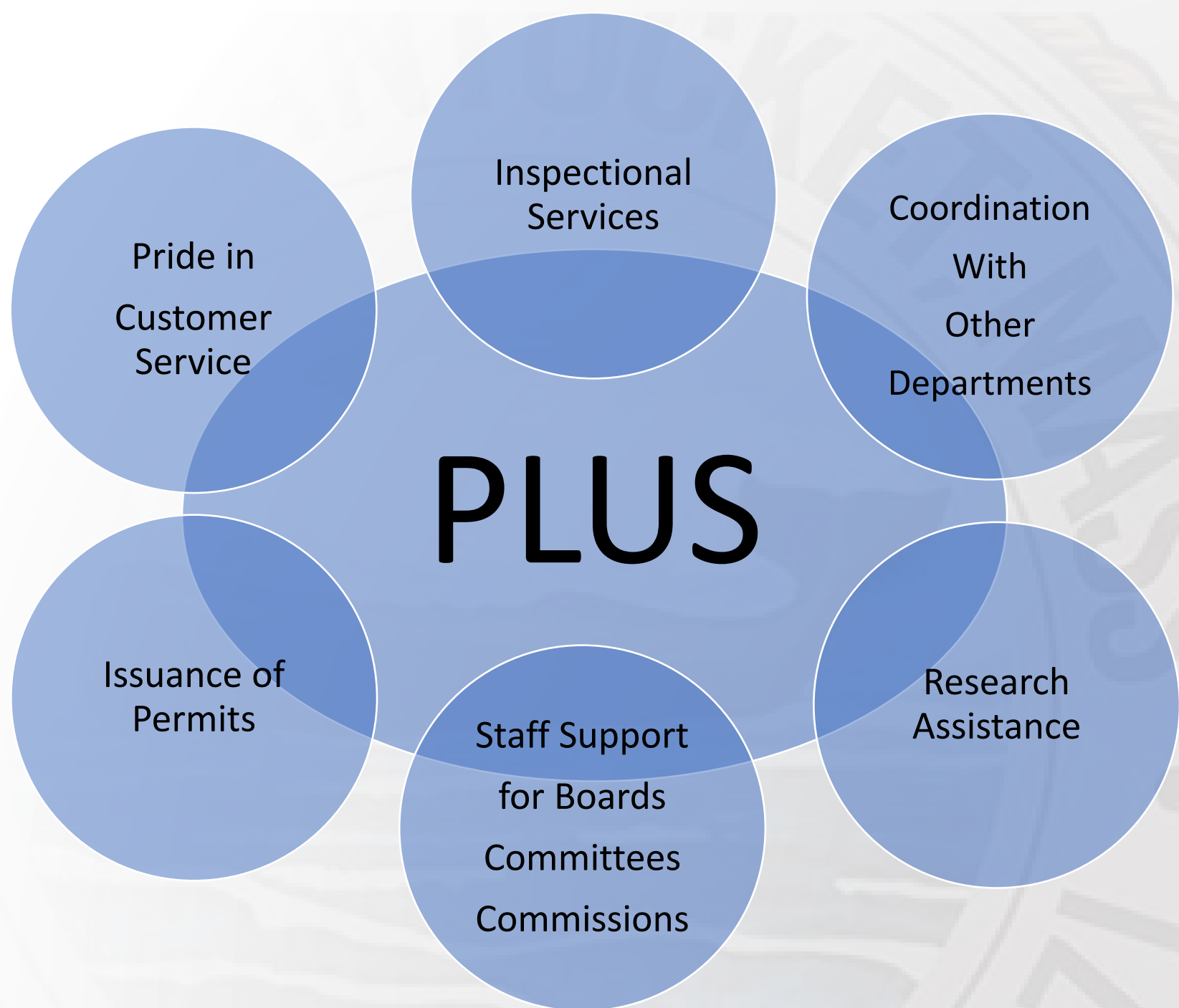


The Appeal Process



- Building code appeals are handled exclusively by the State Building Code Board of Appeals, not locally.
- Zoning code appeals are first addressed by the Zoning Board of Appeals (ZBA) and may escalate to Superior Court or Land Court.

Summary





FY 25 Budget

Salaries – Administrative Staff

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01174	51100	SALARY, PERMANENT	1,400,180	0	1,400,180	356,778.39	0.00	1,043,402	25.50
01174	51300	OVERTIME	40,000	0	40,000	23,223.87	0.00	16,776	58.10
01174	51551	LABORERS UNION: CERTIFICATION	3,120	0	3,120	1,260.00	0.00	1,860	40.40
01174	51700	LONGEVITY PAY	4,407	0	4,407	0.00	0.00	4,407	0.00
01174	51961	MEDICARE P/R TAX	20,412	0	20,412	5,321.71	0.00	15,090	26.10
		TOTAL PAYROLL	1,468,118	0	1,468,118	386,583.97	0.00	1,301,571	26.33%

Salaries – Inspector Staff

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01249	51100	SALARY, PERMANENT	672,182	0	672,182	165,034.06	0.00	507,148	24.60
01249	51102	SALARY, TEMPORARY	22,500	0	22,500	25,600.00	0.00	-3,100	113.80
01249	51300	OVERTIME	5,000	0	5,000	1,562.36	0.00	3,438	31.20
01249	51551	LABORERS UNION: CERTIFICATION	1,560	0	1,560	450.00	0.00	1,110	28.80
01249	51700	LONGEVITY PAY	6,236	0	6,236	0.00	0.00	6,236	0.00
01249	51961	MEDICARE P/R TAX	9,860	0	9,860	2,776.54	0.00	7,083	28.20
		PAYROLL TOTAL	717,338	0	717,338	195,422.96	0.00	521,915	27.24%

FY 25 Budget

Operating – Administrative Staff

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01174	52401	REP&MAINT:OFFICE EQUIP	13,000	832	13,832	654.43	450.00	12,728	8.00
01174	52403	REP&MAINT:VEHICLE	2,000	0	2,000	0.00	0.00	2,000	0.00
01174	52700	RENTALS/LEASES	16,900	156	17,056	6,566.98	155.85	10,333	39.40
01174	52703	RENT/LSE:POSTAGE METER	2,000	0	2,000	437.19	0.00	1,563	21.90
01174	53100	PROFESSIONAL SERVICES	110,000	75,346	185,346	1,565.23	74,530.00	109,251	41.10
01174	53103	GENERAL:ADVERTISING	75,000	0	75,000	4,631.28	0.00	70,369	6.20
01174	53110	GENERAL:PRINTING	4,500	0	4,500	2,361.07	0.00	2,139	52.50
01174	53161	PROF SERVICES YARD SALES	0	9,244	9,244	9,243.50	0.00	0	100.00
01174	53401	COMM:TELEPHONE	7,500	0	7,500	2,309.27	0.00	5,191	30.80
01174	53402	COMM:POSTAGE	13,000	0	13,000	3,283.13	0.00	9,717	25.30
01174	54201	OFFICE SUPPLIES	26,000	578	26,578	7,558.24	0.00	19,020	28.40
01174	55101	BOOKS/SUBSCRIPTIONS	2,500	0	2,500	240.00	0.00	2,260	9.60
01174	57050	OTHER CHGS & EXPS	-50,000	0	-50,000	0.00	0.00	-50,000	0.00
01174	57101	IN-STATE:MISC TRAVEL	12,000	0	12,000	602.78	75.05	11,322	5.60
01174	57103	IN-STATE:SEMINARS,PROF GA	6,000	1	6,001	213.18	0.00	5,788	3.60
01174	57201	OUT-STATE:GENERAL	4,700	0	4,700	785.23	0.00	3,915	16.70
01174	57301	DUES:PROFESSNL ORGANIZATN	5,000	0	5,000	558.73	0.00	4,441	11.20
		TOTAL OPERATING	250,100	86,158	336,258	41,010.24	75,210.90	220,036	46.46%

FY 25 Budget

Operating – Inspectors

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01249	54702	SAFETY:PROTECTIVE CLOTHNG	2,000	0	2,000	0.00	0.00	2,000	0.00
01249	55101	BOOKS/SUBSCRIPTIONS	1,000	0	1,000	0.00	0.00	1,000	0.00
01249	57101	IN-STATE:MISC TRAVEL	15,000	0	15,000	4,778.28	0.00	10,222	31.90
01249	57103	IN-STATE:SEMINARS,PROF GA	2,000	0	2,000	270.00	0.00	1,730	13.50
01249	57301	DUES:PROFESSNL ORGANIZATN	1,000	0	1,000	0.00	0.00	1,000	0.00
		OPERATING TOTAL	21,000	0	21,000	5,048.28	0.00	15,952	24.04%



Planning and Land Use Services

Building ▪ Historic District Commission ▪ Planning Board ▪ Zoning Board of Appeals

Date: October 31, 2024

To: Select Board

From: Leslie Woodson Snell, AICP
Director of Planning

Re: Master Plan Update

The Planning Board voted on September 26, 2023 to proceed with a contract with Barrett Planning Group to update the 2009 Master Plan and the Select Board approved the contract on November 29, 2023 in the amount of \$118,540.

The 2009 Master Plan was the first local plan approved in accordance with MGL Chapter 41, section 81D. The Planning Board opted to seek Town Meeting acceptance, which is not a requirement, to validate community support. The Finance Committee motion for Article 26 at the 2009 Annual Town Meeting was as follows:

Moved that the Nantucket Master Plan, prepared and adopted and as may be amended hereafter from time to time by the Nantucket Planning Board pursuant to G.L. c. 41, s. 81D, be accepted as a recommended basis of decision making for the long-term physical development of the Town.

The motion was unanimously supported and implementation of that plan has been occurring through the adoption of warrant articles and other actions taken by the Town annually.

Since the approval of the contract for Barrett Planning Group, a lot of background work has taken place by their team, including gathering and reviewing relevant historical information, reviewing current plans for inclusion within the Master Plan, interviewing various board/committee/commission members, community members, and other stakeholders, and a site visit to tour the island to review current conditions and to gain a better understanding of various topics that will be covered in the revised plan.

Barrett Planning Group provided updates at the April and July Planning Board meetings and a bi-weekly meeting is held with Planning staff. Most recently, discussions have centered on the importance of enhancing community engagement beyond what was initially planned. Enhancement will require additional funds to be allocated to this project and will extend the timeframe, but making the extra effort to gain input from as much of the community as possible will make the plan more valuable and meaningful.

In addition to the community engagement already planned by Barrett Consulting Group within the scope of the contract, and the proposed enhancement, we are working to book a speaker from Strong Towns, a non-profit advocacy group that is prominent in planning. Ideally, this speaking event will coincide with the start of the community engagement phase.



TOWN OF NANTUCKET
AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
AND
BARRETT PLANNING GROUP, LLC

Town of Nantucket Use Only

Contract No. 2283

PO No. 24002869

Vendor No. **96168**

THIS AGREEMENT made effective **December 1, 2023**, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **BARRETT PLANNING GROUP, LLC** whose principal office address and state of incorporation are as set forth on **Exhibit A** (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on **Exhibit B** (the "Work").

- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on **Exhibit A**.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN’s sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detailed checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty, and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.

- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on **Exhibit A**, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on **Exhibit A**. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner set forth on **Exhibit C**, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on **Exhibit C**, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any) and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.

- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on **Exhibit C**, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
 - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes

obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such subcontractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired, and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the TOWN may reasonably require, as set forth on **Exhibit A**.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer, or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be invalid and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with **Exhibit A** (Contractor, Term, Completion), **Exhibit B** (Scope of Work), **Exhibit C** (Payments), **Exhibit D** (Tax Compliance Certificate), and **E** (Certificate of Non-Collusion) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in **Exhibit A, Exhibit B, or Exhibit C**, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state, and local laws, rules, and regulations.
 - B. Amendments to this Agreement, if any.
 - C. **Exhibits A, B, and C.**
 - D. This Agreement.
 - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be sent to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

[Signatures to Follow]

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

CONTRACTOR: **BARRETT
PLANNING GROUP, LLC**

**TOWN OF NANTUCKET,
MASSACHUSETTS:**

Judith A. Barrett

C. Elizabeth Gibson

C. Elizabeth Gibson
Town Manager

DATE: November 18, 2023_

DATE: 12/01/2023

Approved as to Funds Available:

Brian E. Turbitt
Brian E. Turbitt
Director of Municipal Finance

DATE: 12/08/2023

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

01174/53100 + 25180/53100

Purchase Order #:

24002869

CONTRACT EXHIBIT A
CONTRACTOR, TERM, COMPLETION

1. **Name of Contractor:** Barrett Planning Group, LLC
2. **State of Incorporation:** Massachusetts
3. **Principal Office Address:** 350 Lincoln St., Suite 2503, Hingham, MA 02043
4. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Leslie Snell, Nantucket Planning & Economic Development Commission, Planning & Land Use Services (PLUS) Department
5. **Term of Agreement (§3.1):** 1 year
6. **Completion Date (§3.2):** November 30, 2024
7. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

SCOPE OF WORK

Scope of Services
Nantucket Master Plan Update
August 25, 2023

The Consultant will provide the following services:

Task 1. Mobilization

- Prepare for and attend a virtual kickoff meeting with Town staff;
- Gather required data for plan elements, independently and in conjunction with Town staff; and
- Review existing plans and studies, including the 2009 Master Plan.

Task 2. Inventory And Assessment

The Consultant will prepare an inventory of existing conditions for the following Master Plan Elements, in text, tabular, chart, photographic, and map formats. To the maximum extent possible, and where appropriate, content for Master Plan Elements shall be drawn from existing, recently prepared plans and studies for the Town, Planning Board, and other relevant sources.

- Demographic Profile
- Land Use
- Natural and Cultural Resource Areas
- Open Space and Recreation
- Housing
- Economic Development
- Public Services and Facilities
- Community Health
- Circulation
- Sustainability

Task 3. Key Planning Issues

Drawing from the analysis completed for Task 2 and in consultation with Town staff and the Planning Board, the Consultant will identify the key planning issues to be addressed in the Master Plan's recommendations and implementation program. Key issues will be submitted as a chapter of the Master Plan in text, tabular, chart, photographic, and map formats.

Task 4. Goals and Policies

Through community consultation and working with Town staff and the Planning Board, the Consultant will develop Master Plan goals and policy recommendations. (See also, Task 7, Community Engagement, below).

Task 5. Implementation Program

The Consultant will work with Town staff, the Planning Board, and municipal boards as necessary to develop a 10-year Master Plan implementation program. The implementation program will identify:

- Recommendations by Master Plan Element and Goal;
- Staff or boards with lead implementation responsibility;
- An assessment of complexity and priority;
- Identification of resources needed (staff, funding, infrastructure/facilities, policy changes);
- Statutory requirements (where applicable) that need to be met to complete the action item;
- An evaluation framework for periodically reviewing the master plan.

Task 6. Final Master Plan Submission

The consultant will:

- Submit a draft master plan report for review by Town staff and the Planning Board, along with a comments matrix for reviewers to use to provide feedback on the draft;
- Prepare one round of revisions and responses to comments;
- Submit the final master plan report for review and approval by Town staff and the Planning Board; and
- Provide all text, charts, tables, and maps in native file formats.

Task 7. Community Engagement

The Consultant will provide the following services:

- Design and facilitate two community planning sessions (one or both remote) at agreed-upon intervals during the planning process;
- Stakeholder consultation meetings (remote) for each element of the Master Plan (maximum of two consultation meetings per element);
- Interviews with Town department heads and staff, as appropriate;
- ArcGIS Story Map;
- Provide periodic Master Plan content (updates, announcements, copies of deliverables) for Town/Planning Board website.

Task 8. Project Coordination:

- Biweekly check-in meetings (remote) with Town staff

CONTRACT EXHIBIT C
PAYMENTS

1. Cost-Plus Method

a. **Maximum Project Amount: \$118,540**

Fee for Services:

	Barrett	Stankas/ Lind	Kramer	Downie	Total	Total Fee
Billing Rates	\$175	\$160	\$125	\$140		
Task 1. Mobilization	4	2	8		14	\$2,020
Task 2. Inventory/Assessment	10	35	120	80	245	\$33,550
Task 3. Key Planning Issues	32	24			56	\$9,440
Task 4. Goals and Policies	8	36	60	24	128	\$18,020
Task 5. Implementation Program	24	100	40	24	188	\$28,560
Task 6. Final Master Plan		32	40		72	\$10,120
Task 7. Community Engagement	12	32	24		68	\$10,220
Task 8. Project Coordination	14	26			40	\$6,610
TOTAL	104	287	292	128	811	\$118,540

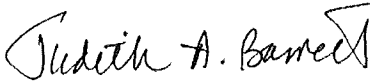
Invoices will be submitted monthly for services provided during the previous 30 days. Per our normal billing policy, invoices will include reimbursement for reasonable out-of-pocket expenses, e.g., travel, up to a maximum of \$250.

b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.

c. **Reimbursable Expenses** (if any): None.

CONTRACT EXHIBIT D
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any are so required).

By: 

Name

Judith A. Barrett

Date

82-1066293

FEIN:

CONTRACT EXHIBIT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing contract

Barrett Planning Group, LLC

Name of Business



October 18, 2024

Leslie Snell, AICP
Director of Planning and Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

Reference: Community Engagement and Vision Process for Master Plan Update

Dear Leslie,

I am following up on our recent discussions about the need for a more robust, inclusive approach to community engagement for the Nantucket Master Plan Update. The purpose of this letter is to present my proposed plan and request additional funds to complete it.

When we submitted our original scope of work and fee proposal, we planned on a light schedule of community engagement because I realized we would be working with limited funding for the update. As a result, I budgeted for the following:

- o Design and facilitate two community planning sessions (one or both remote) at agreed-upon intervals during the planning process;
- o Stakeholder consultation meetings (remote) for each element of the Master Plan (maximum of two consultation meetings per element);
- o Interviews with Town department heads and staff, as appropriate;
- o ArcGIS Story Map;
- o Provide periodic Master Plan content (updates, announcements, copies of deliverables) for the Town/Planning Board website.

As with any master plan process, the first several months of this assignment have been devoted to researching and documenting an inventory of existing conditions and trends for each element of the plan. Nantucket is a more complicated community than other cities and towns because the Town, Nantucket County, and the regional planning agency/MPO all occupy the same geography. To develop the inventory, we have reviewed all the town plans and studies we are aware of that post-date the 2009 Master Plan. For engagement to support the inventory process, we have conducted three days of interviews with Town staff and various members of Town boards and commissions, and we are continuing to interview community leaders who can help us understand a wider range of public interests, concerns, and aspirations in Nantucket. We expect that introductory content for a Master Plan Update page will appear on the Town's ZenCity platform within the next week. While we still plan to create a Story Map for this project, we have held off on creating it until we could assess the capacity of the ZenCity platform.

We remain committed to providing two community-wide planning sessions, most likely as “open house” events. However, based on the input we’ve received and all that we have observed recently in Nantucket, we believe two community planning sessions will not be enough for this project. It is not adequate to develop a Master Plan vision, and it may not even be adequate to develop meaningful, actionable goals for each component of the plan. Recently, there has been some discussion in Nantucket about trying to schedule a site visit and presentation by Charles Marohn, founder of Strong Towns. We agree that Mr. Marohn’s presence would help to set a positive tone for residents to talk about conservation and development, and we support local efforts to bring him to Nantucket. As requested by various Town officials and community leaders, we will bend our schedule to work with him as needed. If he can be in Nantucket before the beginning of February, we will maintain our existing level of engagement until then and postpone the open house events. Otherwise, we need to proceed with our work, recognizing that if he schedules a visit later, we may need to revise our plans.

The following is a breakdown of our proposed, enhanced approach to community engagement for this Master Plan update

PART I. VISION PROCESS, NANTUCKET MASTER PLAN

1. Engagement for Master Plan Vision

We propose to engage Dodson & Flinker from Northampton to lead a public participation process toward developing a vision for Nantucket. We have worked with the landscape architects and planners from Dodson & Flinker on numerous projects, including recent vision planning for Barnstable’s Local Comprehensive Plan and Tisbury’s first-ever Master Plan, completed earlier this year. They do a wonderful job with community visioning, and their calm, personable style tends to build confidence among a variety of participants. Ideally, we would like to schedule their Master Plan visioning meetings shortly after the Strong Towns event to build on Mr. Marohn’s presentation.

To assist with the vision process, Dodson & Flinker will need information about the “pulse” of the Town, so they will need to start their work around mid-January 2025. To support the eventual delivery of the vision process meetings, we propose several community activities to gather ideas, concerns, and aspirations as outlined below. We have designed most these activities to take place between the beginning of November 2024 and late-January 2025.

2. “Kitchen Conversation” Meetings

These meetings are designed for up to ten participants per meeting, to be hosted and led by residents interested in the Master Plan and Nantucket’s future. We recommend that the Planning Board extend a broad invitation to any interested community members to sponsor a Kitchen Conversation in their homes. The opportunity should be open to everyone. We will provide PDFs of the packet and map that hosts need to sponsor a session. These materials will need to be reproduced for participants, which you can do in-house or we can do for you if the Town will reimburse us for actual costs incurred. The hosts will need to return completed meeting packets to PLUS, and we will take responsibility for transferring the content to Word documents that we can share with Dodson & Flinker before their first vision session. We recommend that you make

public the opportunity to conduct a Kitchen Conversation event in mid-November 15 and keep it open through the holidays. We will be available to advise the meeting hosts if they have any questions in advance about conducting the event. Note: Kitchen Conversation meetings can be conducted virtually, so they can accommodate both year-round and seasonal residents.

3. Master Plan Community Survey

We determined that ZenCity's survey tool will not work for the Master Plan because we need to be able to run a series of cross-tabulations and ZenCity does not have that feature. As a result, we will build the survey on Survey Monkey and provide a link on the ZenCity platform. We can also provide access through other means, e.g., Master Plan rack cards with a QR code. We would like to keep the survey open for about 30 days. There is a point of diminishing returns after a month or so. Target: November -December 2024 (depending on the start date).

4. Engagement with the Nantucket Public Schools

We propose to work with the Nantucket High School Principal and to conduct a visioning opportunity for public high school students in Nantucket. We have done this successfully in other towns, and we believe it is important to hear from residents who have a direct stake in the community's future. Since it takes time to work this into the school's curriculum or design it as an afterschool activity, the target for this activity is early January 2025. If we can do it sooner, we will, but out of respect for high school staff, I need to plan conservatively.

5. Six-Word Story

We have been building a "six-word story" process into our recent master plans, and I think it would be helpful in Nantucket, too. Working with community partners such as the Nantucket Atheneum and the Boys and Girls Club, we would provide an instructional display board, note cards, and a ballot box in a visible location. Residents would be asked to describe, in six words, Nantucket today or their vision for Nantucket in the future. We would pick up the cards periodically and transfer them to a Word document so the content can be shared with Dodson & Flinker and the community. Estimated timeframe: November 15-January 15, 2024.

6. Listening Sessions

We would like to conduct three listening sessions between late January and mid-February to present a series of questions about livability, community values, community services, and inclusion. Since it takes 10-12 weeks to organize a well-thought-out listening session, we propose to conduct them in late January 2025 as the last key pre-visioning steps leading up to the sessions Dodson & Flinker will run. The listening sessions can accommodate about 20 people who will be asked to participate because they hail from various life experiences and reflect various demographics in Nantucket.

PART II. OTHER ENGAGEMENT RECOMMENDATIONS

We recommend augmenting the existing engagement plan – separate from the Vision Process enhancements outlined above – with two components.

7. Community Outreach

Our staff will conduct two types of informal community outreach and engagement in December 2024 and again in March-April 2025.

- o Interviews with people traveling to/from Nantucket on the Steamship Authority or HyLine, to be conducted by our staff on one or two randomly selected dates in December and April; and
- o A tabling activity at a location in Downtown Nantucket, e.g., by Stop & Shop, to provide information about the Master Plan (such as rack cards) and gather responses to some “umbrella” or high-level planning questions, e.g., what do people think is special about Nantucket, what should be preserved, what should change? The target timeline for this activity is April 2025.

8. Implementation Planning

We propose to conduct three focus groups with delegates from Town boards and commissions, and staff to consider and prioritize Master Plan implementation actions.

ENGAGEMENT BUDGET

As you know, we already started to prepare a community survey and the “Kitchen Conversation” packet because we feel so strongly that they need to happen. The budget attached at the end of this proposal assumes you will want to pursue these two activities *in addition to* our existing engagement plan, which includes two community “open house” meetings. You may want to consider eliminating the community meetings in light of the vision process outlined above. Doing so would reduce the budget amendment by approximately \$5,000.

ANTICIPATED SCHEDULE

Adding the revised engagement program outlined in our proposal will require a somewhat revised project schedule. We already anticipated having to extend it due to the time required to develop the inventory and assessment of existing conditions. I still foresee completing this plan by June 30, 2025. However, depending on the vision process and the possibility of a site visit and presentation by Charles Marohn, the final plan submission may require a summer delivery date. If it helps, master plans typically require 15 to 18 months for completion. Some require more time.

After you have had a chance to review my proposal, let’s schedule a call to discuss it.

Sincerely,

BARRETT PLANNING GROUP LLC



Judith A. Barrett
Owner and Managing Director

Attached: Budget Amendment

	Hours	Labor Cost
PART I. VISIONING PROCESS		
Clarify Vision Process		
Review draft Master Plan documents and previous plans to inform development of Vision process	10	\$1,490
Coordination meetings with consultant team	16	\$2,440
Virtual meetings with Town's representative(s) to plan visioning process	26	\$4,010
Carry Out Vision Process		
Prepare meeting materials for Visioning meetings (any required maps prepared by others)	32	\$4,320
Facilitate 1 virtual meeting with Town staff and/or Planning Board to review plans for Visioning workshop	10	\$1,495
Develop publicity materials for Visioning Workshops	5	\$625
Support town's representative with planning meeting logistics	8	\$1,160
Facilitate 1 in person Visioning Workshop	60	\$9,040
Facilitate 1 virtual Visioning Workshop	28	\$5,700
Meeting summary for Visioning Workshops	18	\$2,500
Draft and Revise Vision Statement		
Facilitate 1 virtual meeting with Planning Board to review results of Visioning sessions	8	\$1,230
Write a draft vision statement	14	\$2,050
Facilitate 1 virtual meeting with Planning Board to review results of Visioning sessions	4	\$660
Create final draft of vision statement and format for public release	8	\$1,190
Total Professional Services	247	\$37,910
Direct Costs		\$2,200
TOTAL VISION PROCESS		\$40,110
PART II. SUPPORT COMPONENTS FOR VISION PROCESS		
Kitchen Conversation		
Final Meeting Packet Development	1	\$145
Draft/submit final report	28	\$4,480
Miscellaneous support hours	2	\$300
Community Survey		
Draft, Revised Survey content	1	\$175
Set up online survey	2	\$260
Retrieve, analyze results	12	\$2,100
Prepare/publish survey report	14	\$2,450
Engagement with Schools	24	\$3,840
Six-Word Story	28	\$4,480
Listening Sessions	32	\$6,080
Total Professional Services	144	\$24,310
Direct Costs		\$700
TOTAL VISION SUPPORT COMPONENTS		\$25,010
PART III. ADDITIONAL COMMUNITY OUTREACH (POST-VISION)		
Spring 2025 Outreach & Additional Engagement		
Interviews, Tabling Events	48	\$7,200
Implementation Planning: Focus Groups	54	\$9,450
Total Professional Services	102	\$16,650

PROPOSED BUDGET AMENDMENT: NANTUCKET MASTER PLAN COMMUNITY ENGAGEMENT

	Hours	Labor Cost
Total Direct Costs		\$700
TOTAL ADDITIONAL COMMUNITY OUTREACH		\$17,350
TOTAL BUDGET AMENDMENT		\$82,470
If existing budget for community meetings is eliminated (-\$5,000)		\$77,470

A scenic photograph of a Nantucket coastal landscape. In the upper left, a traditional Nantucket-style house with grey shingle siding and white trim sits atop a grassy dune. The foreground is filled with tall, green and brown coastal grasses. To the right, a sandy beach curves along the edge of the ocean, with gentle waves washing onto the shore. The sky is a clear, pale blue.

NANTUCKET MASTER PLAN UPDATE

Nantucket Select Board
November 5, 2024

Master Plan Update

- Project purposes and goals
- Nantucket plan components
- Status report
- Community participation
- Questions?



Nantucket Plan Components:

G.L. c. 41, S. 81D +

In Massachusetts, the Planning Board of each city or town is required to prepare and periodically update a community-wide master plan.

- Required Components (State Law):
 - Goals and Policies
 - Land Use
 - Housing
 - Economic Development
 - Natural & Cultural Resources
 - Open Space & Recreation
 - Services & Facilities
 - Circulation
 - Implementation
- Additional Nantucket Components
 - Demographic Profile
 - Sustainability
 - Community Health
 - Status of Area Plans

2025-2035 Master Plan Update

Update master plan elements based on existing, available data

Draw on planning work completed since 2009, such as:

- Open Space & Recreation Plan
- Hazard Mitigation Plan
- Coastal Resilience Plan
- Housing Plan
- Parks & Recreation Master Plan
- Plans, studies prepared by Nantucket Historical Commission
- NPEDC Area Plans

Consolidate post-2009 plans in one comprehensive update

Update the baseline for each element

Where we are in the process

- Catalogued, reviewed all identifiable plans post-2009
- Checked all departmental, board/commission web pages for information we did not already have
- Review, code (thematically), and determine:
 - Why was the work done?
 - What needs or concerns was the work intended to address?
 - Are there conflicts between existing plans?
 - What actions have been taken since the plan was completed?
 - What remains relevant for a 2025-2035 master plan update?
 - Where are the holes? What's missing?





Where we are

- Gathered considerable department-level data – and still gathering
- Draft inventory and assessment 75-80% complete
- Stakeholder interviews commenced on Sept. 9
- Interviewed 72 Nantucket residents so far, and still interviewing
- Community engagement plan
 - Plan needs a guiding vision
 - “Kitchen Conversations” will be available for any interested Nantucket resident to conduct, mid-November through early January
 - Community-wide survey (expected release date: November 18, 2024)
 - We have made several recommendations to the Town to expand the engagement process. Those recommendations are currently under review

The Kitchen Conversation

- Resident-led, small-group meetings
- Any resident can volunteer to host a Kitchen Conversation
- Consultants will be available for technical assistance and support, if needed
- Structured conversation organized into five high-level questions
- Individual response sheets, map, group notes
- Packets will be available at PLUS and need to be returned to PLUS
- Consultants will prepare a transcript from meeting notes and provide to host for review
- Content will be assembled and used to develop a draft vision for the Master Plan
- Anticipate community meetings February-March 2025 for review, discussion, revising the Master Plan Vision



Questions?

Nantucket Master Plan Update

Preliminary Outline #3 for 2025 Annual Town Meeting Warrant

For 11/06/24 SB review

As of ~~11/03/24~~ 11/04/24

NOTE: Numbering & Order is NOT FINAL

Annual Articles

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization [note: make sure STR and Concessions are in here – may need bylaw amendment for Concessions]
5. Appropriation: Reserve Fund
6. FY 2025 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2026
8. Appropriation: FY 2026 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2026 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2025 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2026 County Budget
19. Rescind Unused Borrowing Authority (*if needed*)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

Other Select Board Sponsored Articles

NOTE: most of these were reviewed/discussed by SB and/or Town Administration since the 2024 ATM

ZONING* BYLAW & GENERAL BYLAW AMENDMENTS

**Board discussion occurred in January 2018 regarding a request/directive that all zoning articles must be accompanied by a narrative explanation as to why the item is being put forward, along with any operational or financial impacts*

Zoning Bylaws

Preliminary Updated Planning list attached

Rezone 8 White St (AHT)

General Bylaws

- Anything for E-bikes, E-scooters? (BPAC reviewing; could potentially be regs vs bylaw)
- Noise bylaw – any changes to hours/days/summer? (routinely brought up by ACNVT and Sconset Civic Assoc) have advised Sconset Civic Assoc to seek a meeting with Nantucket Builder's Assoc; **SCA was to meet with Builder's Assoc on 10/30**
- Rental car bylaw changes – in progress
- Anything from SB re STRs?
- Traffic calming signage exemption?

- Local bylaw to mirror c. 91 enforcement (conceptual right now)
- Wetlands bylaw “clean up” updates (bc of new ConCom wetlands regs)
- Any change to the Contract Review Committee membership/charge (per recent review of CRC, CHS and funding allocation process) **Waiting for recs from CHS/CRC**
- **Potential amendment to outdoor lighting bylaw (due to streetlight survey project in progress)**

HOME RULE PETITIONS

Resubmittal of Pending HRP's from prior ATMs (if these have not been acted upon by the Legislature)

- Bike path easement acquisition/County (Nov 2023 STM) **This is going to be problematic unless the Town can come up with mitigation property**
- Community Housing Bank (Article 79/2024 ATM; Article 76/2022 ATM; Article 79/2019 ATM; Article 70/2018 ATM; Article 88/2017 ATM; Article 82/2016 ATM) **Resubmit if not passed by Dec 31, 2024?** [H4151, S2949]
- Sewer Act Amendment (Article 81/2024 ATM; Article 84/2023 ATM; Article 77/2022 ATM) **Resubmit if not passed by Dec 31, 2024** [S2436, S2945]
- Gov't Study Committee Recommendations (Article 82/2024 ATM; Article 85/2023 ATM; Article 78/2022 ATM) **Resubmit if not passed by Dec 31, 2024** [S2438, S2947]
- Fertilizer Ban (Article 83/2024 ATM; Article 86/2023 ATM) **Resubmit if not passed by Dec 31, 2024?** [S468, S2437, S2944]
- Pension Bonds and Obligations (Article 86/2024 ATM; Article 89/2023 ATM) **Resubmit if not passed by Dec 31, 2024** [H4116, SD3403]
- County Charter Amendment/Gender Neutral References for Select Board (Article 91/2024 ATM) **Resubmit if not passed by Dec 31, 2024**
- ~~-- Real Estate Conveyance: Portion of Ames Ave (Article 85/2024 ATM; Article 88/2023 ATM; Article 95/2022 ATM) **Resubmit if not passed by Dec 31, 2024** [S2417] – PASSED!~~
- ~~-- Real Estate Conveyance: 50 Altar Rock Rd to NCF (Article 84/2024 ATM; Article 87/2023 ATM; Article 94/2022 ATM) **Resubmit if not passed by Dec 31, 2024** [H4046] – PASSED!~~
- Real Estate Conveyance: Land to Land Bank/Washington St etc (Article 90/2023 ATM; Article 87/2024 ATM) **Resubmit if not passed by Dec 31, 2024** [H4077]
- ~~-- Real Estate Conveyance: County to Town (Article 91/2023 ATM; Article 88/2024 ATM) **Resubmit if not passed by Dec 31, 2024** [H4120] - PASSED!~~
- Real Estate Conveyance: County to Town/School Street (Article 89/2024 ATM) **Resubmit if not passed by Dec 31, 2024** [S2942]
- Real Estate Conveyance: Town to Land Bank/Sconset Trust (Article 90/2024 ATM) **Resubmit if not passed by Dec 31, 2024** [S2946]
- NP&EDC Membership (Article 16/2024 STM; Article 83/2023 ATM) **Resubmit if not passed by Dec 31, 2024?** [H2467]
- Coastal Resiliency District Est (Article 67/2024 ATM) **“Tabled Indefinitely” – Resubmit?**

NEW:

MGL ACCEPTANCES

- “Good Landlord” tax exemption opt-in?
- **Seasonal Community designation opt-in (designation acceptance)**
-

REAL ESTATE RELATED

Easement Conveyances/Acqs:

- Airport to NGrid for Airport Housing project
- Airport to NGrid for South Ramp
- Town to NGrid for Airport Sewer Pump Station

- Town to NGrid for Waitt Dr housing
- Town to NGrid for L1 project switching module at 16 Broad
- SEVERAL POTENTIAL REAL ESTATE ARTICLES PENDING

OTHER

- Coastal erosion structure approval in connection with SBPF/Town project at Baxter Rd?
- Need to review any 2024 ATM Town-sponsored articles for potential resubmittal
- Town Council Charter? “Sense of the Meeting”? Or?
- **Airport: request for article re: restriction of use of funds for South Apron expansion (2024 STM vote)/debt service payment issue**

FINANCIAL AND/OR BALLOT QUESTIONS

Possible debt exclusion(s) and/or capital exclusion(s) for capital projects; real estate:

- Supplemental design for new DPW facility
- OIH construction
- Baxter Rd alt access (tentative)

Establish Concession Revolving Fund?

Establish Town Employee Housing Revolving Fund?

Will need appropriation article for Community Impact Fee revenue adopted at 2023 STM

Opioid settlement proceeds allocation article?

CITIZEN ARTICLES

Submittal deadline Mon, November 18

2025 ATM Concept List as of 10.22.24

Map Changes

~~R_7.to.R_1.or.R_1.Hooper.Farm.Road-Gartwright-Shady.Maple-Allens-First-Second~~

RC-2 to CTEC or R-5 – Appleton (3 Properties)

RC-2 to R-5 or CN - 61 Surfside Road and 2 Miacomet Ave

~~RC-2 to ??? Rosebud/Hinsdale/Forrest~~

RC to CN - 103 Washington Street

43 Nobadeer, Rosemary, Teasdale (stand alone RC2 phase out)

R-40 to ROH (correction) - 0 Fair Street (portion of)

RC-2 to CTEC - Van Gilder Subdivision

~~RC-2 to ? Egan Lane~~

Bylaw Changes

Miscellaneous changes to address recent legislative changes related to housing

139-2 and 139-7A - Pickle Ball Court – some prohibitions

139-9 NEW Inclusionary Housing Bylaw (possible Citizen Petition)

139-10 (?) NEW Solar Energy Bylaw (Lauren request)

139-2 and 139-8.NEW.Cottage Community

139-12 Flood Hazard Overlay District – move to a General Bylaw (may need to wait)

Height

~~VR. - possible increase in GC?. FAR?.~~

~~Covenant.GC.bonus~~

Technical Amendments

139-13 MMD – remove Planning Board site plan review reference and change to ZBA

139-17(C)7 – move to 139-17(B)8 and may need technical updates based on FEMA/Building Code updates

139-37 – remove in its entirety. No longer needed.

Town of Nantucket
Zoning Board of Appeals
2 Fairgrounds Road
Nantucket, MA 02554

Re: Surfside Crossing 40B Project
Comments of Nantucket Select Board

Dear Members of the Zoning Board of Appeals:

The Select Board has received comments from Town Departments under the jurisdiction of Town Administration on the Surfside Crossing Notice of Project Change proposing 156 units of housing in multi-unit buildings, and has also discussed the project in meetings on October 23 and November 6, 2024. The Board offers the following comments and questions at this time. The Board requests that the ZBA require the developer to respond to the questions and issues raised herein point by point and would like the opportunity to comment further on the project as your hearing proceeds and more information is received.

I. Police and Fire Safety

The Police Chief has offered the following questions and comments, on access, parking, traffic, and signage.

- Access to Development: There is only one access point to the facility off of South Shore Road. A second, emergency access point should be added. This could be gated and locked and only opened during emergencies. With the current design, if a truck flipped and blocked access to the complex, emergency personnel/equipment would not be able to access it.
- Parking: With 156 planned units with 283 bedrooms, the proposed 281 (291 if deemed necessary) parking spaces will likely not be enough spaces and will likely result in parking challenges. Those challenges will occur within the development and on surrounding streets which could experience an increase in parked/stored vehicles.
- Traffic: The four-way intersection at Surfside/South Shore/Fairgrounds is likely to experience increased back-up during commuter and school hours. Drivers taking a left out of the development onto South Shore are likely to back up into the development.

- Locating Residences: It is difficult to tell from the plan if there is adequate signage that would aid public safety personnel who were responding to an emergency. Building numbers/addresses should be clearly marked on buildings and clearly visible from the roadway. Adequate signs inside the development to guide emergency responders are recommended.

The Fire Chief has raised additional comments and questions, as follows:

- The overall project must meet all requirements of the Fire Code (i.e. CMR 527)
- Access:
 - Access roads must be 20 feet in width not including parking (527 CMR 18.2.3.4.1.1)
 - Trees and vegetation must be maintained and not allowed to grow to block access for emergency vehicles. This would include vertical growth of trees. (527 CMR 18.2.3.4.1.2)
 - The single point of vehicle access to the apartment buildings is inadequate. The Fire Department would be unable to position multiple emergency vehicles or provide access.
 - All portions of the parking around the apartment/condo building, must allow access for all Fire Department equipment to assure access to all areas of the building. This would include all areas of parking included in the plan. At current, it does not look to provide access to many sections of the parking and modeling shall be done to show proper access for all emergency equipment.
 - Parking lot spaces that are perpendicular to the travel lanes must be 22 feet in length to avoid overhanging vehicles into the roadway.
 - No on-street parking allowed that would narrow the roadway below 20 feet.
 - Public Emergency Access to the entire project and the individual buildings shall be provided and confirmed through computer modeling. (527 CMR 18.1.1.3)
 - Access plans for fires and emergencies will be submitted to the Fire Department for review and approval (527 CMR 18.1.3.1)
 - Question the accessibility of lot 23 to meet Fire Code, with shared driveway and set back from the roadway.
 - Access boxes must be provided for all multi family structures.
- Sprinklers & Fire Alarms:
 - Fire Alarms system must meet MA Building and Fire Code
 - Must be installed to MA Building Code for all 3 or more family buildings
 - Sprinkler plans should be submitted with building application for all buildings
- Hydrants:
 - Hydrant plan submitted to Fire Department for approval
 - Fire hydrants for the project meet Fire Code (527 CMR 18.5)
 - Must be in place and operating prior to construction

Commented [LG1]: "should"? Or "shall"?

Commented [GP2R1]: Yes, say "shall"; I edited some but not all of the language from the dept heads, and agree this should be shall, not should

Commented [LG3]: Don't we need to be consistent with what "must" or "shall" be submitted, using clear language?

o Must be placed:

- At all entrances to the Project
- At street intersections
- One on the roadway, in the green space between the apartment buildings farthest from the project entrance
- On the roadways so that no hydrant is more than 500 feet spaced from each other on the same roadway.

Further, the Fire Chief notes that “this is a very densely constructed development, providing limited access and will place excessive burdens on the department if an emergency arises. The need for properly protected residences, appropriate access for emergency equipment and adequate water supply must be provided for the eventual crisis that happens.”

II. Environmental Issues and Open Space Concerns

Based upon input received from the Natural Resources Director, the Board comments as follows:

The entire Property contains Priority Habitats of Rare Species and the project will disturb the entire acreage. Virtually the only open space to be provided would be atop the drainage infrastructure and above the Town's sewer force main easement. The project is located within mapped protected species habitat and has obtained a Conservation and Management Permit from the Division of Fisheries & Wildlife (NHESP File No. 12-31035). While it requires the use of native species in the conservation restriction areas, we are requesting that similar species be used on the remainder of the site. Should any invasive species be found on the site at any time they should be immediately removed using best management practices.

The Property is located entirely within the Miacomet Pond Watershed and a portion of #3 South Shore Road is within the area of direct runoff to Miacomet Pond.

The Select Board recommends that the ZBA require that any development of the Property shall be properly conditioned to prevent any direct runoff and to properly treat any surface waters before leaving the Property or being infiltrated to groundwater. This shall include roof runoff. A development of this density, given its location could have a negative impact to environmental health of Miacomet Pond.

Fertilizers and irrigation should be responsibly managed or limited as well to minimize excess nutrient laden runoff leaving the site. The use of native species can aid in this as typically their need for supplemental fertilization and watering can be minimal.

III. Traffic

The Board understands the developer is providing an updated traffic study and that the ZBA will require peer review by an independent traffic engineer. The Board will be interested in the results of these additional studies.

IV. Site Plan/Infrastructure

The DPW Director notes the following questions and issues:

- Is it intended that these roads would become public, Town-owned after completion? Or will these remain private roads, owned and maintained by the Surfside Crossing Condo Assoc., HOA, or Developer?
- Parking:
 - The new proposal of 283 bedrooms to 281 (or 291) parking spaces is much more appropriate than the previous proposal of 389 bedrooms with only 266 parking spaces. My concern is still that parking spaces will be insufficient for residents of the development, but lessened by the new bedroom to parking spaces ratio. Concern would be that parking will spill out onto S. Shore Road (public way), causing damage to public property and safety issues.
- Sewer:
 - Need further information on the Sewer Director's recommended option discussed below.
- Roadways and sidewalks:
 - 4 ft. wide sidewalks proposed on Civil Plans. MassDOT recommends a walking surface width not less than 5'-0". Would recommend increasing sidewalk width.
 - Plan Comparison PDF, Site Finishes Sheet depicts Cape Cod Berm, however Vertical Concrete Curbing (VCC) is proposed for roadway edges on Civil Plans. Nantucket typically has granite curbing or asphalt Cape Cod Berm. Need clarification.
 - Poor interior circulation for pedestrians:
 - No curb ramps shown anywhere around public/shared spaces in middle "island" of development.
 - No crosswalks depicted on Civil Plans.
 - No sidewalks along edge of road on outside/condominium side of street near buildings #5, #6, #7, #8, #9, #10, #11, #12, #13:
 - Sidewalks are provided from condo buildings to parking areas, but very few proper interconnections between any two condo buildings or from condo buildings to shared spaces
 - How do people walk from condo to shared spaces in the center of the development (playground, lawn area, game court, pool, community building)? Appears that people would be expected to traverse grass areas or walk through parking lots and down the travel lanes of roadways. Not appropriate for those with mobility challenges.

- o Traffic signage not included or called out on Civil Plans.

V. Public Sewer

A new gravity sewer line has been installed from Surfside Road to the treatment facility. This is the preferred connection option versus the previously proposed sewer pump station to connect to an existing 12" force main. There should also be no waiver of connection or privilege fees. The Sewer Director must also be able to review and comment on the stormwater management operating and maintenance plan. It also needs to be confirmed whether, and when, the developer shall be making the monetary contribution to the gravity sewer line construction, as ordered in the original HAC decision before remand to the ZBA.

VI. Water

The Wannacomet Water Department believes the existing Town permit can support the connection. There is no moratorium on connections but this is an issue to continue to monitor.

VII. Affordability/Housing Issues

The Board understands the Affordable Housing Trust is commenting to the ZBA directly, but has noted the following issues to the Select Board in the interim:

- Year-Round Occupancy Requirement: The Trust emphasizes that 75% of the units should be restricted to year-round use, defined as 10 months of occupancy, with limitations on short-term rentals for all units to protect the development from seasonal use.
- Parity in Unit Quality: Market-rate and affordable units should be built to the same high standards, especially with regard to energy efficiency and low operating costs, ensuring affordability beyond purchase.
- Affordability Across Income Levels: The Trust recommends adding deed-restricted units beyond 80% AMI, targeting 100%–175% AMI to meet the housing needs of a broader range of residents.
- Safe Harbor: The Trust encourages additional 80% AMI-restricted units to contribute toward Safe Harbor, which requires 31 qualifying units for one year and 62 units for two years to maintain control over future development. 15 units from the original comprehensive permit are SHI-eligible but will not be eligible for Safe Harbor.
- Environmental Considerations and Community Impact: Developers should address buffering and environmental concerns raised by neighbors. The plan should expand green and recreational spaces, benefiting both residents and sustainability efforts.

Commented [LG4]: SB: does the Board have a position on STRs being allowed or not?

VIII. Energy

The project's total estimated electrical load is needed, along with information concerning compliance with the stretch energy code, e.g. renewable energy, EV chargers. Information also is needed concerning compliance with outdoor lighting bylaw e.g. low wattage fixtures, dimming, etc.

Thank you for your consideration of the foregoing.

Nantucket Select Board

By: _____
Brooke Mohr, Chair

DRAFT

Link for

Surfside Crossing 40B

**Surfside Crossing Remand
Hearing Documents**

<https://www.nantucket-ma.gov/1219/Surfside-Crossing-40B>

From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Tuesday, September 24, 2024 6:53:14 PM
Attachments: [image001.png](#)

Please consolidate and note that Police has responded

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.

From: Kasper, Jody <jkasper@police.nantucket-ma.gov>
Sent: Tuesday, September 24, 2024 11:51 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: Surfside Crossing 40B

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

Good Afternoon,

I have reviewed the revised project plans for Surfside Crossing. My feedback is as follows:

1. Access to Development: There is only one access point to the facility off of South Shore Road. A second, emergency access point should be added. This could be gated and locked and only opened during emergencies. With the current design, if a truck flipped and blocked access to the complex, emergency personnel/equipment would not be able to access it.
2. Parking: With 156 planned units with 283 bedrooms, the proposed 281 (291 if deemed necessary) parking spaces will likely not be enough spaces and will likely result in parking challenges. Those challenges will occur within the development and on surrounding streets which could experience an increase in parked/stored vehicles.
3. Traffic: The four-way intersection at Surfside/South Shore/Fairgrounds is likely to experience increased back-up during commuter and school hours. Drivers taking a left out of the development onto South Shore are likely to back up into the development.
4. Locating Residences: It is difficult to tell from the plan if there is adequate signage that would

aide public safety personnel who were responding to an emergency. Building numbers/addresses should be clearly marked on buildings and clearly visible from the roadway. Adequate signs inside the development to guide emergency responders are recommended.

Please let me know if you need anything further.

Jody D. Kasper
Chief of Police
Nantucket Police Department
4 Fairgrounds Road
Nantucket, MA 02554

508-228-1212

[NPD Website](#)

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Sunday, September 22, 2024 11:02 AM
To: Kasper, Jody <jkasper@police.nantucket-ma.gov>; Michael Cranson <mcranson@fire.nantucket-ma.gov>; David Gray <dgray@nantucket-ma.gov>; Mark Willett <mwillett@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Andrew Patnode <apatnode@nantucket-ma.gov>; Jeff Carlson <JCarlson@nantucket-ma.gov>; Roque Miramontes <rmiramontes@nantucket-ma.gov>
Cc: Leslie Snell <LSnell@nantucket-ma.gov>; William Saad <wsaad@nantucket-ma.gov>; Lauren Sinatra <lsinatra@nantucket-ma.gov>; Town Manager <townmanager@nantucket-ma.gov>
Subject: FW: Surfside Crossing 40B
Importance: High

ALL: please see below. Departmental comments are needed on the revisions to this project. Please get your comments to my office no later than Friday, Oct 4. The revised project information may be found at the link below. Attached for your reference is the Town's prior letter to the ZBA on the original project. Any questions, please LMK. We are tentatively planning to put this on the SB agenda for its comments (for which, yours are needed) on or about November 6. Thank you.

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

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From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Thursday, October 10, 2024 11:44:45 AM
Attachments: [image001.png](#)

Add to police

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

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From: Kasper, Jody <jkasper@police.nantucket-ma.gov>
Sent: Thursday, October 10, 2024 11:32 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: Surfside Crossing 40B

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I have already sent in my comments regarding Surfside Crossing. This was my first review of the project, so my comments haven't changed and are instead based on my first analysis of the plan.

Jody D. Kasper
Chief of Police
Nantucket Police Department
4 Fairgrounds Road
Nantucket, MA 02554

508-228-1212

[NPD Website](#)

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Thursday, October 10, 2024 10:42 AM
To: Mark Willett <mwillett@nantucket-ma.gov>; Andrew Patnode <apatnode@nantucket-ma.gov>; Jeff Carlson <JCarlson@nantucket-ma.gov>

From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Thursday, October 10, 2024 10:32:30 AM
Attachments: [image001.png](#)

This too

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

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From: Michael Cranson <mcranson@fire.nantucket-ma.gov>
Sent: Monday, October 7, 2024 12:49 PM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: Surfside Crossing 40B

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

Hi Libby,

The concerns of the fire department as listed in the Town's prior letter to the ZBA are still relevant. The fire department's position has not changed.

V/r,

Michael Cranson, MPA
Chief of Department
Nantucket Fire Department
4 Fairgrounds Road
Nantucket, MA 02554
Tel: (508) 228-2323 ext.3110
Fax: (508) 325-7500

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Sunday, September 22, 2024 11:02 AM
To: Kasper, Jody <jkasper@police.nantucket-ma.gov>; Michael Cranson <mcranson@fire.nantucket-ma.gov>

From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Thursday, October 10, 2024 11:21:42 AM
Importance: High

Please add this to the file I'm about to give you

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

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From: Michael Cranson <mcranson@fire.nantucket-ma.gov>
Sent: Thursday, October 10, 2024 11:05 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: Re: Surfside Crossing 40B
Importance: High

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

Hi Libby,

The original comments on this project were made by retired Chief Murphy. Since my arrival in 2022, I have gone over the project with the former deputy chief, and the former fire prevention officer. It is agreed that access was considered the primary concern for our response. The buildings are being constructed in accordance with the Ma Fire Code and are equipped with sprinkler systems. Adequate access to the buildings will continue to be required in accordance with the fire code and I believe this echoes Chief Murphy's original concerns.

V/r,
Michael Cranson
Fire Chief

On Oct 10, 2024, at 10:42 AM, Libby Gibson <LGibson@nantucket-ma.gov>

From: [Andrew Patnode](#)
To: [Libby Gibson](#)
Cc: [Town Manager](#)
Subject: RE: Surfside Crossing 40B
Date: Friday, October 18, 2024 12:03:41 PM
Attachments: [image002.png](#)
[image003.png](#)

Libby,

Sorry for the delay in getting this to you. My comments and questions on the revisions to the project as proposed for the Remand Hearing are below.

- Is it intended that these roads would become public, Town-owned after completion? Or will these remain private roads, owned and maintained by the Surfside Crossing Condo Assoc., HOA, or Developer?
- **Parking –**
 - The new proposal of 283 bedrooms to 281 (or 291) parking spaces is much more appropriate than the previous proposal of 389 bedrooms with only 266 parking spaces. My concern is still that parking spaces will be insufficient for residents of the development, but lessened by the new bedroom to parking spaces ratio. Concern would be that parking will spill out onto S. Shore Road (public way), causing damage to public property and safety issues.
- **Sewer –**
 - The Final Plans still show a proposed pump station connecting to the South Valley Force Main (FM):
 - Final Civil Plans state “(design to be finalized if preferred gravity connection cannot be made)”. Do we have a timeline for this project (date by which they would be producing wastewater) and a timeline for completion of a new Pump Station (PS) at the Surfside WWTF? Town (and developer) would be much better served by having this development connect by gravity.
 - Previous decision by... the judge?... determined that the developer could connect via PS and FM to South Valley FM or pay (I think) \$1M to Town for construction of new PS at WWTF. Is that decision now invalid? Did conversations with developers ever happen about contributing dollars towards construction of new PS at WWTF, which is needed anyways to serve the Miacomet Needs Area?
- **Roadways & sidewalks –**
 - 4 ft. wide sidewalks proposed on Civil Plans. MassDOT recommends a walking surface width not less than 5'-0". Would recommend increasing sidewalk width.
 - Plan Comparison PDF, Site Finishes Sheet depicts Cape Cod Berm, however Vertical Concrete Curbing (VCC) is proposed for roadway edges on Civil Plans. Nantucket typically has granite curbing or asphalt Cape Cod Berm. Need clarification.
 - Poor interior circulation for pedestrians:

- No curb ramps shown anywhere around public/shared spaces in middle “island” of development.
- No crosswalks depicted on Civil Plans.
- No sidewalks along edge of road on outside/condominium side of street near buildings #5, #6, #7, #8, #9, #10, #11, #12, #13,
 - Sidewalks are provided from condo buildings to parking areas, but very few proper interconnections between any two condo buildings or from condo buildings to shared spaces
 - How do people walk from condo to shared spaces in the center of the development (playground, lawn area, game court, pool, community building)? Appears that people would be expected to traverse grass areas or walk through parking lots and down the travel lanes of roadways. Not appropriate for those with mobility challenges.
- Traffic signage not included or called out on Civil Plans.

I think that's all I have from a DPW/civil perspective.

Thanks,
Drew

Andrew B. Patnode

Director
Department of Public Works
188 Madaket Road
Nantucket, MA 02554
508-228-7200 ext. 7512



From: Libby Gibson <LGibson@nantucket-ma.gov>

Sent: Thursday, October 10, 2024 10:42 AM

To: Mark Willett <mwillett@nantucket-ma.gov>; Andrew Patnode <apatnode@nantucket-ma.gov>; Jeff Carlson <JCarlson@nantucket-ma.gov>

Cc: Town Manager <townmanager@nantucket-ma.gov>; Jody Kasper <jkasper@TownofNantucket.onmicrosoft.com>; Michael Cranson <mcranson@fire.nantucket-ma.gov>; David Gray <dgray@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Roque Miramontes <rmiramontes@nantucket-ma.gov>; Leslie Snell <LSnell@nantucket-ma.gov>

Subject: FW: Surfside Crossing 40B

Importance: High

From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Thursday, October 10, 2024 11:44:55 AM
Attachments: [image001.png](#)

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

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From: Mark Willett <mwillett@nantucket-ma.gov>
Sent: Thursday, October 10, 2024 11:43 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: Surfside Crossing 40B

Wannacomet has no new comments. Our permit can support the connection. As stated, there is no moratorium on connections but it is something to keep in mind.

Mark

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Thursday, October 10, 2024 10:42 AM
To: Mark Willett <mwillett@nantucket-ma.gov>; Andrew Patnode <apatnode@nantucket-ma.gov>; Jeff Carlson <JCarlson@nantucket-ma.gov>
Cc: Town Manager <townmanager@nantucket-ma.gov>; Jody Kasper <jkasper@TownofNantucket.onmicrosoft.com>; Michael Cranson <mcranson@fire.nantucket-ma.gov>; David Gray <dgray@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Roque Miramontes <rmiramontes@nantucket-ma.gov>; Leslie Snell <LSnell@nantucket-ma.gov>
Subject: FW: Surfside Crossing 40B
Importance: High

Mark – Drew – Jeff: We need your comments as indicated below. ASAP please. If you have already sent them, please just confirm that.

Libby Gibson

From: David Gray
Sent: Monday, October 7, 2024 4:19 PM
To: Leslie Snell; Megan Trudel; Holly Backus; Michael Cranson; Jody Kasper; Mark Willett; Andrew Patnode; Roque Miramontes; Jeff Carlson; Mike Burns; Kristie Ferrantella
Cc: Rick Sears; Libby Gibson
Subject: Re: Surfside Crossing 40B REVIEW REQUEST

I have no new comments except for the new sewer gravity (dry) line that has been installed and stubs with manholes have been installed at the site. Gravity sewer is the only viable option to connect sewer.

Stormwater comment we will be looking for the operating and maintenance plan.

Thanks

David C Gray Sr.
Director
Nantucket Sewer Department
81 S.Shore Rd
Nantucket, MA 02554
Telephone 508.228-7200 EXT 7801
Cell 401-413-8370
dgray@nantucket-ma.gov



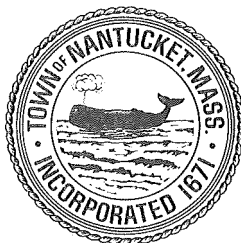
From: Leslie Snell <LSnell@nantucket-ma.gov>
Sent: Tuesday, September 24, 2024 16:59
To: Megan Trudel <mtrudel@nantucket-ma.gov>; Holly Backus <hbackus@nantucket-ma.gov>; Michael Cranson <mcranson@fire.nantucket-ma.gov>; Jody Kasper <jkasper@TownofNantucket.onmicrosoft.com>; David Gray <dgray@nantucket-ma.gov>; Mark Willett <mwillett@nantucket-ma.gov>; Andrew Patnode <apatnode@nantucket-ma.gov>; Roque Miramontes <rmiramontes@nantucket-ma.gov>; Jeff Carlson <JCarlson@nantucket-ma.gov>; Mike Burns <mburns@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>
Cc: Rick Sears <rsears@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>
Subject: Surfside Crossing 40B REVIEW REQUEST

All –

You should have received the below email from Billy Saad last week. Some of you have reached out with questions about the scope of your requested review. I spoke with Town Counsel this morning and his advice was for you to compare the original submission to the ZBA with the project as approved by the Housing Appeals Committee. In addition to other information that was provided to you, there is an exhibit plan that shows a site plan comparison of the two projects that you may find helpful. Note that your initial comments are now over 5

Town and County of Nantucket Select Board ^{II} County Commissioners

Jason Bridges, Chair
Matt Fee
Rita Higgins
Dawn E. Hill Holdgate
James R. Kelly



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

July 13, 2018

Nantucket Zoning Board of Appeals
2 Fairgrounds Road
Nantucket, MA 02554

Re: Surfside Crossing 40B Comments

Applicant: Surfside Crossing, LLC

Project: Surfside Crossing in Nantucket/156 ownership units on 12.87 acres
Location: 3, 5, 7 and 9 South Shore Road, Nantucket, MA

Subsidizing Agency: MassHousing (Massachusetts Housing Finance Agency)

Dear Members of the Zoning Board of Appeals:

On June 27, 2018 and July 11, 2018, the Select Board reviewed the pending application by Surfside Crossing, LLC ("Applicant") for a comprehensive permit for 12.87 acres of land at 3, 5, 7 and 9 South Shore Road ("Property") to construct 156 ownership units (with 39 affordable units) made up of 60 stand-alone single-family dwellings and 96 condominiums in six multi-family buildings, with 389 bedrooms and 266 parking spaces and a clubhouse with a pool (the "Project"); and the Select Board voted 5 to 0 to recommend to the Zoning Board of Appeals ("ZBA") that any grant of a comprehensive permit shall be conditioned upon the following requirements:

1. Sewer Connection. The Property is located in the Town Sewer District and a sewer connection is proposed by the Applicant to the Town's municipal sewer system. The Applicant's Plan Sheet 9 of 11, entitled "Plan, Profile and Utilities," dated February 15, 2018, depicts a "Proposed Pump Station Wet Well" on "Open Space A" and depicts a sewer force main that would be installed and exit the subject property on South Shore Road and connect to a "FORCEMAIN TO DISCHARGE AT SEWER TREATMENT FACILITY" as noted on the Plan. **A NEW GRAVITY SEWER SYSTEM DRY HAS BEEN INSTALLED FROM SURFSIDE RD TO THE TREATMENT FACILITY THIS IS THE ONLY PREFERRED CONNECT OPTION.**

The Plans indicate that the Applicant intends to build a sewer pump station for the Project and connect it to an existing sewer force main in South Shore Road. **AS STATED ABOVE THE PREFERRED CONNECTION IS BY GRAVITY WITH NO CONNECTIONS TO THE EXISTING 12" FORCEMAIN.** This force main connects the wastewater treatment plant located at the end of South Shore Road. plans and application materials do not indicate the size of the existing sewer force main. This sewer force main already is handling the flow from four existing pump stations and the capacity of this main must be fully assessed and analyzed to determine whether it has the capacity to serve the additional sewer flow that the Project will generate.

Based upon the plan materials; and, based upon the October 2017 Downstream Sewer Capacity Analysis Report of Weston and Sampson, the Select Board recommends that the ZBA require the Applicant to provide full details of the proposed sewer infrastructure and the infrastructure to which it is proposed to connect and that the details be peer reviewed by a qualified consultant who is or becomes familiar with the municipal infrastructure. It is possible that a new sewer main (either a gravity or force main) may be necessary. Plans and application materials do not indicate the size of the existing sewer force main. This sewer force main already is handling the flow from four existing pump stations and the capacity of this main must be fully assessed and analyzed to determine whether it has the capacity to serve the additional sewer flow that the Project will generate.

Based upon the plan materials; and, based upon the October 2017 Downstream Sewer Capacity Analysis Report of Weston and Sampson, the Select Board recommends that the ZBA require the Applicant to provide full details of the proposed sewer infrastructure and the infrastructure to which it is proposed to connect and that the details be peer reviewed by a qualified consultant who is or becomes familiar with the municipal infrastructure. It is possible that a new sewer main (either a gravity or force main) may be necessary.

2.

Sewer Costs. The Applicant has requested waivers of sewer fees. The Town through the Sewer Department assesses both Sewer Connection Fees and Sewer Privilege Fees. If the Property obtains a comprehensive permit from the ZBA, the Select Board recommends that the Applicant be required to pay Sewer Connection Fees and Sewer Privilege Fees, at the very least for the market rate units. A waiver of these fees for the affordable units would result in a waiver of \$266,058 (\$500 per sewer connection; \$6,322 per sewer privilege fee x 39 units). **THE ABOVE STATED FEES ARE INCORRECT THE REGULATIONS, PERMITTING AND FEES HAVE ALL BEEN UPDATED IN CH 396. WAIVERS ARE ANTICIPATED FOR THIS PROJECT WE WILL NEED FINAL COUNTS PER STRUCTURE OF BEDROOMS AND WHICH WOULD BE AMI RESTRICTED.**

IN THE HAC DECISION A FEE PAYMENT OF 1,000,000 WAS TO BE PAID TO THE TOWN FOR THE CONSTRUCTION OF A NEW MUNICIPAL PUMP STATION AT THE TREATMENT FACILITY.

3. Town's Sewer Easement. The Town has a sewer force main easement that crosses the entire Property. The Project proposes to place buildings very close to the easement, including one or more buildings on the actual edge of the easement or even slightly within the easement area; and the Project proposes the planting of trees above the sewer force main easement.

The Select Board requests that the ZBA impose conditions to require that any crossing of the Town's sewer easement area on the Property be done in a manner to promote public health and safety and prevent damage to any main, either at the time of construction or through stress to any main from traffic above it. The Applicant must be required to design crossings that will not damage or compromise any sewer main and the design must be carefully peer reviewed.

The Select Board requests that the ZBA work with the Applicant for a design that would provide that no structure shall touch or intrude into the Town's sewer force main easement and no tree or other landscaping be placed above the easement, except for grass. In the event of the need to maintain, repair or replace any sewer force main or portion of same in the Town's sewer easement, the Town must have unfettered access to the easement area. In addition, the Town needs to have access through the Project to reach the easement area. In the event of an emergency relating to any sewer infrastructure in the Town's sewer easement, the Town needs immediate and unobstructed access. The ZBA should also make sure that the peer review reports on all setback requirements from sewer infrastructure and that they be strictly observed.

In the event that the Project were to proceed, there must be an accurate survey of the location of the existing sewer force main easement that crosses the Property before

construction begins, to provide an accurate current as-built location of both the easement area and the sewer infrastructure located in the easement area, and there must be a survey of all staked foundations adjacent to the easement area in relation to the sewer force main easement, before any adjacent foundations are poured.

4. Water Infrastructure. The Property is served by municipal water.

- The Massachusetts Department of Environment Protection (MassDEP), under the Water Management Act Program, is still reviewing Wannacomet Water Company's (WWCo) water withdrawal permit. MassDEP's Water Management Act Program regulates the amount of water withdrawn from both surface and groundwater resources to ensure adequate supplies for current and future needs. The water pump numbers will be increased but it is unknown at this time by how much. WWCo is concerned that the Project will put additional stress on the water system and that there may not be sufficient capacity when the development seeks to connect, although there is no moratorium at this time. The Select Board recommends that the applicant be informed of this concern.
- In addition, WWCo is concerned about impacts from the amount of impervious surface proposed and that storm water control be adequate. The Select Board recommends that the ZBA impose conditions to minimize impervious surfaces in order to maintain recharge in the Lower Nantucket Wellhead Protection District (DEP Zone II) and we recommend that the impact of the proposed impervious surface should be peer reviewed for the ZBA by a qualified professional at the Applicant's expense. In addition, the impact of the development on the Town's water supply must be peer reviewed. The Select Board recommends that no waiver be granted from the requirements of Zoning Code §139-12.B (Public Wellhead Recharge District), especially the requirements of §139-12.B.2.q.
- We recommend, if the Property obtains a comprehensive permit from the ZBA, that a maintenance program for the storm water collection system be designed and be required to be implemented and monitored carefully. The system should be checked and inspected and certified on an annual basis, to make sure the required maintenance is being done. All storm water that is recharged needs to be clean. We recommend that the ZBA impose conditions that require all stormwater runoff to go into a proper storm water collection system to prevent contamination of Zone II, to protect the Town's drinking water supply.
- The proposed 266 parking spaces equals too many cars parked in a small area and must be guarded against.

From: [Libby Gibson](#)
To: [Katie Cabral](#)
Subject: FW: Surfside Crossing 40B
Date: Thursday, September 26, 2024 2:10:25 PM
Importance: High

For the list

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.

From: Lauren Sinatra <lsinatra@nantucket-ma.gov>
Sent: Monday, September 23, 2024 9:33 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: Re: Surfside Crossing 40B
Importance: High

Libby,

I reviewed the documents, but could not easily find a reference to their total estimated electrical load. It would be helpful to know this, along with how they aim to comply with the stretch code (i.e. renewable energy, EV chargers, and even the outdoor lighting bylaw, which requires low wattage fixtures and dimming, etc).

I can also connect with Billy about these questions today.

Thanks,
Lauren

On Sep 22, 2024, at 11:01 AM, Libby Gibson <LGibson@nantucket-ma.gov> wrote:

ALL: please see below. Departmental comments are needed on the

Environmental Sensitivity. The Application notes that the entire Property contains Priority Habitats of Rare Species. We understand that the Project will disturb the entire acreage, per the representations in the PEL application. Virtually the only open space to be provided would be atop the drainage infrastructure and above the Town's sewer force main easement. The Project is located within mapped protected species habitat and has obtained a Conservation and Management Permit from the Division of Fisheries & Wildlife (NHESP File No. 12-31035). While it requires the use of native species in the conservation restriction areas, we are requesting that similar species be used on the remainder of the site. Should any invasive species be found on the site at any time they should be immediately removed using best management practices.

The Property is located entirely within the Miacomet Pond Watershed and a portion of #3 South Shore Road is within the area of direct runoff to Miacomet Pond.

The Select Board recommends that the ZBA require that any development of the Property shall be properly conditioned to prevent any direct runoff and to properly treat any surface waters before leaving the Property or being infiltrated to groundwater. This shall include roof runoff. A development of this density, given its location could have a negative impact to environmental health of Miacomet Pond.

Fertilizers and irrigation should be responsibly managed or limited as well to minimize and excess nutrient laden runoff leaving the site. The use of native species can aid in this as typically their need for supplemental fertilization and watering can be minimal.

Town and County of Nantucket
Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Rita Higgins
Dawn E. Hill Holdgate
James R. Kelly



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

July 13, 2018

Nantucket Zoning Board of Appeals
2 Fairgrounds Road
Nantucket, MA 02554

Re: Surfside Crossing 40B Comments

Applicant: Surfside Crossing, LLC
Project: Surfside Crossing in Nantucket/156 ownership units on 12.87 acres
Location: 3, 5, 7 and 9 South Shore Road, Nantucket, MA
Subsidizing Agency: MassHousing (Massachusetts Housing Finance Agency)

Dear Members of the Zoning Board of Appeals:

On June 27, 2018 and July 11, 2018, the Select Board reviewed the pending application by Surfside Crossing, LLC ("Applicant") for a comprehensive permit for 12.87 acres of land at 3, 5, 7 and 9 South Shore Road ("Property") to construct 156 ownership units (with 39 affordable units) made up of 60 stand-alone single-family dwellings and 96 condominiums in six multi-family buildings, with 389 bedrooms and 266 parking spaces and a clubhouse with a pool (the "Project"); and the Select Board voted 5 to 0 to recommend to the Zoning Board of Appeals ("ZBA") that any grant of a comprehensive permit shall be conditioned upon the following requirements:

1. Sewer Connection. The Property is located in the Town Sewer District and a sewer connection is proposed by the Applicant to the Town's municipal sewer system. The Applicant's Plan Sheet 9 of 11, entitled "Plan, Profile and Utilities," dated February 15, 2018, depicts a "Proposed Pump Station Wet Well" on "Open Space A" and depicts a sewer force main that would be installed and exit the subject property on South Shore Road and connect to a "FORCEMAIN TO DISCHARGE AT SEWER TREATMENT FACILITY" as noted on the Plan.

The Plans indicate that the Applicant intends to build a sewer pump station for the Project and connect it to an existing sewer force main in South Shore Road. This force main connects the wastewater treatment plant located at the end of South Shore Road. The

plans and application materials do not indicate the size of the existing sewer force main. This sewer force main already is handling the flow from four existing pump stations and the capacity of this main must be fully assessed and analyzed to determine whether it has the capacity to serve the additional sewer flow that the Project will generate.

Based upon the plan materials; and, based upon the October 2017 Downstream Sewer Capacity Analysis Report of Weston and Sampson, the Select Board recommends that the ZBA require the Applicant to provide full details of the proposed sewer infrastructure and the infrastructure to which it is proposed to connect and that the details be peer reviewed by a qualified consultant who is or becomes familiar with the municipal infrastructure. It is possible that a new sewer main (either a gravity or force main) may be necessary.

2. Sewer Costs. The Applicant has requested waivers of sewer fees. The Town through the Sewer Department assesses both Sewer Connection Fees and Sewer Privilege Fees. If the Property obtains a comprehensive permit from the ZBA, the Select Board recommends that the Applicant be required to pay Sewer Connection Fees and Sewer Privilege Fees, at the very least for the market rate units. A waiver of these fees for the affordable units would result in a waiver of \$266,058 (\$500 per sewer connection; \$6,322 per sewer privilege fee x 39 units).

3. Town's Sewer Easement. The Town has a sewer force main easement that crosses the entire Property. The Project proposes to place buildings very close to the easement, including one or more buildings on the actual edge of the easement or even slightly within the easement area; and the Project proposes the planting of trees above the sewer force main easement.

The Select Board requests that the ZBA impose conditions to require that any crossing of the Town's sewer easement area on the Property be done in a manner to promote public health and safety and prevent damage to any main, either at the time of construction or through stress to any main from traffic above it. The Applicant must be required to design crossings that will not damage or compromise any sewer main and the design must be carefully peer reviewed.

The Select Board requests that the ZBA work with the Applicant for a design that would provide that no structure shall touch or intrude into the Town's sewer force main easement and no tree or other landscaping be placed above the easement, except for grass. In the event of the need to maintain, repair or replace any sewer force main or portion of same in the Town's sewer easement, the Town must have unfettered access to the easement area. In addition, the Town needs to have access through the Project to reach the easement area. In the event of an emergency relating to any sewer infrastructure in the Town's sewer easement, the Town needs immediate and unobstructed access. The ZBA should also make sure that the peer review reports on all setback requirements from sewer infrastructure and that they be strictly observed.

In the event that the Project were to proceed, there must be an accurate survey of the location of the existing sewer force main easement that crosses the Property before

construction begins, to provide an accurate current as-built location of both the easement area and the sewer infrastructure located in the easement area, and there must be a survey of all staked foundations adjacent to the easement area in relation to the sewer force main easement, before any adjacent foundations are poured.

4. Water Infrastructure. The Property is served by municipal water.

- The Massachusetts Department of Environment Protection (MassDEP), under the Water Management Act Program, is still reviewing Wannacomet Water Company's (WWCo) water withdrawal permit. MassDEP's Water Management Act Program regulates the amount of water withdrawn from both surface and groundwater resources to ensure adequate supplies for current and future needs. The water pump numbers will be increased but it is unknown at this time by how much. WWCo is concerned that the Project will put additional stress on the water system and that there may not be sufficient capacity when the development seeks to connect, although there is no moratorium at this time. The Select Board recommends that the applicant be informed of this concern.
- In addition, WWCo is concerned about impacts from the amount of impervious surface proposed and that storm water control be adequate. The Select Board recommends that the ZBA impose conditions to minimize impervious surfaces in order to maintain recharge in the Lower Nantucket Wellhead Protection District (DEP Zone II) and we recommend that the impact of the proposed impervious surface should be peer reviewed for the ZBA by a qualified professional at the Applicant's expense. In addition, the impact of the development on the Town's water supply must be peer reviewed. The Select Board recommends that no waiver be granted from the requirements of Zoning Code §139-12.B (Public Wellhead Recharge District), especially the requirements of §139-12.B.2.q.
- We recommend, if the Property obtains a comprehensive permit from the ZBA, that a maintenance program for the storm water collection system be designed and be required to be implemented and monitored carefully. The system should be checked and inspected and certified on an annual basis, to make sure the required maintenance is being done. All storm water that is recharged needs to be clean. We recommend that the ZBA impose conditions that require all stormwater runoff to go into a proper storm water collection system to prevent contamination of Zone II, to protect the Town's drinking water supply.
- The proposed 266 parking spaces equals too many cars parked in a small area and must be guarded against.

We recommend that the ZBA require the Applicant to pay all attendant water connection costs and fees, at the very least for the market rate units. The anticipated cost of the water connections is \$765,000 (\$5,000 per service connection/153 connections).

5. Wellhead Protection District Issues. The majority of the Property is located in the Water Resource Protection District/Zone II and the Lower Nantucket Wellhead Protection District (DEP Zone II) and, during the public hearing, all of the requirements in Zoning Bylaw ("ZBL") §139-12B for the Public Wellhead Recharge District should be carefully examined and the Project and any waivers requested for the Project should be specifically and carefully peer reviewed.

The Select Board urges that the Zoning Board of Appeals not grant any waiver of any requirement that is designed to protect local and municipal water supplies, including the following provisions.

ZBA §139-12B.2:

ZBL §139-12B.2(q) prohibits any land use in the District, including all buildings and accessory structures, that would result in impervious surfaces of more than 2500 s.f. or 15% of a lot, whichever is greater, unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality.

The Project contains 12.87 acres of land and 15% of the Property would be 1.93 acres; however, the Project proposes total impervious surfaces of 48.3% of the Property, for a total of 6.21 acres of land, more than 3 times what is allowed. The Zoning Board of Appeals must carefully review this proposal in light of the prohibitions and requirements set forth under ZBL §139.12, B.

Specifically, under ZBL §139-12B.2(q), the Zoning Board of Appeals may and should require the Applicant to provide evidence of groundwater protection, including the history of treatment effectiveness of the proposed design/treatment technology proposed and may require monitoring of on-site, pre-and post-development ground water quality for potential pollutants.

ZBL §139-12B.3(a):

A determination must be made as to whether the Project triggers the thresholds that would result in the requirement for a water compliance finding under ZBL §139-12B.3. That determination should be made in consultation with the Wannacomet Water Company. If the Project triggers the requirement for the finding, then the finding must be made, either by the Zoning Board of Appeals under G.L. c.40B, in consultation with the Wannacomet Water Company, or, if the applicant agrees, the Applicant could go directly to the Wannacomet Water Company for the review.

ZBL §139-12B.3(c):

Since the Project proposes a new nonconforming use for the Water Protection District, the Project should undergo the review required under ZBL §139-12B.3(c), with the Zoning Board of Appeals acting for the Planning Board, to make the finding that Project shall be constructed and managed in a way that will eliminate threats to the aquifer through the proposed life of the use and structures proposed. While the special permit requirement of this section does not apply under G.L. c.40B, the Zoning Board of Appeals should impose any conditions that are reasonably necessary to protect the integrity of the aquifer and the Town's drinking water supply.

6. Public Safety Issues.

A. Police Issues.

The Select Board recommends, based upon the Police Chief's advice, that a peer review consultant trained in Crime Prevention Through Environmental Design should be hired to review the design of the Project to make sure that appropriate safety measures are designed and implemented (including lighting, landscaping and building access design) to protect the safety of the future residents and area residents.

Landscaping should be carefully designed to provide appropriate screening for the Project, which proposes great density, without creating opportunities for acts of violence to occur. Similarly, all exterior entrances and all internal hallways should be carefully designed to promote the safety of the future residents.

The Select Board urges that ZBA take all possible steps to require the Applicant design each common element of each residential unit (i.e., floors, ceilings and walls that are shared with an adjacent unit) very carefully and build them carefully, to provide noise and vibration controls, to protect the quality of life of the residents and prevent conflicts between and among the residents in such a dense development.

In particular, the parking requirement under ZBL §139-18 of one space per bedroom should not be waived as inadequate parking can and will create public safety issues, as noted by the Police Chief. Modifications to the Project must be required to provide for the required parking.

The Select Board urges that the ZBA require the Application to provide on-site recreational opportunities for children. The Police Chief has opined that the Project needs to provide areas where effective year-round recreation can take place. The children at the Project will need to be able to have paved areas where balls can be bounced and grassy areas where balls can be tossed and the Project needs to provide a safe area for bike riding.

B. Fire Issues.

The Select Board, based upon the Fire Chief's advice, urges the ZBA to impose conditions to ensure that all of the requirements of the new fire code are fully peer reviewed and fully satisfied:

Proper access for fire safety vehicles absolutely must be provided in order to protect both the future residents of the Project and the Town's public safety personnel. Failure to provide proper access to buildings will increase response time and allow dangerous conditions to develop that otherwise would be avoided.

The following issues must be carefully peer reviewed and the Select Board recommends that the ZBA have the Project carefully conditioned to address those issues as follows:

- The overall project must meet all requirements of the Fire Code.
- Access roads must be 20 feet in paved width, not including parking areas.
- Trees and vegetation must be maintained and not allowed to grow to block access for emergency vehicles. This would include vertical and horizontal growth.
- The access to the apartment buildings is inadequate and a serious safety concern for the occupants.
 - The secondary access at the rear of the apartment building driveway would be a difficult access for emergency vehicles if the area is not properly landscaped and maintained as the Fire Department would be unable to position multiple emergency vehicles in the event of an emergency.
 - There must be access around the apartment/condo building, including within the parking areas for all Fire Department equipment to assure access to all areas of the building. This would require the elimination of some of the proposed parking included in the plan.
 - Parking lot spaces that are perpendicular to the travel lanes must be 22 feet in paved length to avoid overhanging vehicles into the roadway.

The current plan does not provide emergency access to many sections of the parking. Modeling performed to evaluate the proposed access for all emergency equipment indicates minimal clearances for emergency vehicles. If the parking spaces were allowed to remain at 20 feet, larger vehicles would block the path of emergency access.

- No on-street parking should be allowed as that would narrow the roadway below 20 feet, impairing emergency response time.
- Final Fire Department access plans should be submitted to the department for review and confirmation of the accessibility by the largest piece of Fire Department equipment to the areas within the Project.
- The lack of accessibility to Lot 23, which has a shared driveway and is set back from the roadway and must be addressed to meet the Fire Code.

The Project, as designed, would place an overwhelming responsibility on the Fire Department if an emergency were to arise. The potential fire load of one empty apartment building would require 5,200 gallons of water a minute to extinguish, an impossible mark to meet for the Department, from the start. Many fire protection systems at critical facilities such as the Nantucket Cottage Hospital and Nantucket Public Schools are in place on the same water main. Any potential effects to these critical infrastructures must be determined by a hydraulic study of the system.

To meet these demanding needs and to address safety of the future occupants and the firefighters who risk their lives in emergency conditions, the requirements listed above must be met.

7. Public Health Issues.

- The Property is within the wellhead protection district (Zone II of a public drinking water supply) for our sole source aquifer. The Select Board recommends that the ZBA require that any decrease in permeability shall be mitigated 1.5-fold by the addition of groundwater infiltrators or bio-retention areas. This would minimize diversion of ground water recharge and protect the adjacent wetlands.
- Increased impervious surfaces will increase storm water runoff that can lead to potential flooding in adjacent areas. The Select Board recommends that the ZBA require that on-site storm water infiltration and oil/water separators with routine monitoring shall be located on site to prevent contamination of groundwater by tainted impervious surface runoff.
- The Select Board recommends that the ZBA require that before, during, and after construction, steps shall be taken to minimize rodent scattering due to habitat disturbance and that an integrated pest management plan shall be adhered to at all times.
- The Select Board recommends that the ZBA require that, due to its location within Zone II of a wellhead, any landscaping practices shall adhere to MassDEP and local fertilizer, herbicide, fungicide, and pesticide regulations. A landscape management plan shall be kept on-site at all times and shall subject to audit by Town personnel.
- The Select Board recommends, due to the Project's proximity to the adjacent bicycle paths and due to the expected increase in traffic, that the ZBA have peer review performed to evaluate the pedestrian safety before construction and design approval.
- All housing units must meet and be maintained in accordance to Massachusetts regulation 105 CMR 410.000 "Minimum Standards for Human Habitation."

8. Traffic, Parking, and Public Transportation.

A. Traffic Issues.

The increased traffic to and from the Property, during the summer season and the school year alike, must be appropriately evaluated from a vehicular as well as pedestrian/biking perspective. Before a comprehensive permit is granted, the Applicant must provide a comprehensive traffic study, with a scope that includes the Property and critical intersections within approximately one mile of the site and take into account both seasonal and off-seasonal (school year) peaks. The Select Board notes that it cannot overstate the importance of understanding and taking into account the impact that a development which would add 156 units and 389 bedrooms to a single access road will have on the South Shore Road neighborhood.

B. Parking Issues.

The Select Board understands from staff that the proposed parking may technically satisfy local requirements – because local requirements do not anticipate this kind of density because it is not allowed. The Select Board understands that the adjacent 40B development (Sachem's Path), where density is lower (4.38 units per acre versus 12 units per acres proposed here), has been routinely cited by residents as inadequate in practice now that the project is complete and occupied. The Select Board also notes that it understands that multiple parking spaces will need to be surrendered/removed to meet the access requirements of the Fire Department. The Select Board recommends that the ZBA impose conditions to increase parking and to require no parking may occur over the Town's Sewer Main Easement.

C. Public Transportation Issues.

Year-round public transportation became available in April 2018, although at this time the closest bus stop is located on Fairgrounds Road near the intersection of Surfside Road. The Select Board recommends that access for the proposed residents to this stop be evaluated.

9. Archeological/Cultural Importance. Prior investigation in the immediate vicinity noted significant Wampanoag activity, including a burial ground and artifacts. To that end, the Executive Director of the Massachusetts Historical Commission ("MHC"), by letter dated February 2, 2018, noted that: "Undisturbed portions of the project impact area are archaeologically sensitive by virtue of environmental characteristics, with level, sandy soils in proximity to recorded archaeological sites and the wetlands and water resources of Miacomet Pond, favorable for ancient and historic period Native American Habitation and land use."

The MHC Letter requests that development of the Project "be preceded by an intensive (locational) archaeological survey ... under a State Archaeologists Permit ... by a professional consulting firm retained by the project proponent ... to determine if the project will affect any significant historic or archaeological resources ... and to avoid, minimize, or mitigate adverse effects to identified significant archaeological resources."

In the event that any state permit is required, then compliance will be required under G.L. c.9, §§26-27C. We request that the Comprehensive Permit not be issued before an archeological study is conducted.

10. Environmental Sensitivity. The Application notes that the entire Property contains Priority Habitats of Rare Species. We understand that the Project will disturb the entire acreage, per the representations in the PEL application. Virtually the only open space to be provided would be atop the drainage infrastructure and above the Town's sewer force main easement. The Project is located within mapped protected species habitat; in our view, the Applicant should obtain a determination from Mass Natural Heritage regarding any habitat management areas/ requirements for the Property before a comprehensive permit is issued; and, of course, it must be obtained before any construction occurs. In the case of the 40B next door, on approximately nine acres, over 12 acres of off-site mitigation lands were obtained in that the case, as a Town-supported project, that project by the Nantucket Housing Authority was able to provide relief with off-site land. The Application does not speak to the Applicant's ability or willingness to do so here and we request that the Applicant be asked about this.

The Property is located entirely within the Miacomet Pond Watershed and a portion of #3 South Shore Road is within the area of direct runoff to Miacomet Pond.

The Select Board recommends that the ZBA require that any development of the Property shall be properly conditioned to prevent any direct runoff and to properly treat any surface waters before leaving the Property or being infiltrated to groundwater. This shall include roof runoff. A development of this density, given its location could have a negative impact to environmental health of Miacomet Pond.

11. Overcrowding of the Property and the Neighborhood. The proposed 12-units/acre for the Project would overwhelm and overcrowd the Property and the neighborhood. The size of the single-family lots ranges from 3,700 s.f. to 13,000 s.f. and at least 30 of the single-family parcels would have less than 5,000 s.f. The Town supported a 40B development with 40 single-family homes on small parcels right next door to the Property, but that development has a density of 4.38 units per acre, with more than two acres subject to a conservation restriction and with 12.75 acres of off-site open space mitigation land. Adding a second, even denser development right next door is not appropriate for this neighborhood.

The Select Board urges the ZBA not to allow any setback requirements be waived. At a minimum, the size of the smallest single-family lot should be increased to at least 5,000 s.f. (and the number of lots correspondingly decreased). We note that market rate single-family dwellings in a comparable 40B development in the vicinity have been selling for \$1.8 million or greater, so an increase in lot size (and a decrease in the number of dwellings) should be economically feasible for the Applicant and the market rate pricing should be noted in the Applicant's pro forma.

The Application recites that 30% open space will be provided within the Project; however, the proposed open space consists of: (1) thin strips of ineffective buffer around the perimeter of the Property, which are not usable for any open space purpose; (2) small parcels that consist of land above the underground drainage infrastructure; and (3) the land that runs the 20-foot width of the Town's easement for the sewer force main. As to the latter two areas, trees and landscaping must be prohibited. The overcrowding and lack of open space is wholly inappropriate and the Select Board recommends that the ZBA impose conditions requiring proper, usable open space.

12. Energy Issues. There is an important need to manage Nantucket's surging peak electric load. According to Nantucket's electric utility company, National Grid, the demand for electricity on the island is growing at more than five times the Massachusetts state average. If demand continues to increase at this rate, a third delivery cable will be necessary, at an estimated cost of \$150-175 million dollars to local ratepayers. We request that the Applicant carefully consider the Town's Housing Production Plan, in which key energy saving recommendations, goals and strategies are detailed. Additionally, according to National Grid, an engineering report would need to be commissioned in order to design and accommodate the Project's electric load. Significant electric service upgrade costs may be incurred by the developer to the extent allowed by the Department of Public Utilities.

13. School Impact. In order for the Town to plan appropriately, a school impact study should be provided by the Applicant for the Project. This has been required of other developers and was provided by The Richmond Company, Inc. for the Meadows II and Sandpiper Place developments.

14. Affordability Options. The Town has many projects underway or permitted in the 80% AMI category. We request that the Applicant consult the Town's approved Housing Production Plan and with the Town's local housing agencies and consider permanent deed restrictions that require income at other affordability levels for which the Town has a demonstrated need, including at moderate workforce levels like 120% AMI. The Select Board recommends that the ZBA discuss this with the Applicant, as the Board would like to see this kind of creative and year-round community-minded thinking brought to bear on this Project.

15. Other Important Issues. The Select Board recommends that the ZBA require the Applicant to provide a full analysis of pre and post-construction drainage conditions, including pre and post-construction drainage calculations and that a qualified professional engineer shall provide a peer report that compares and analyzes the pre and post construction drainage conditions for the Property and all adjoining land and all relevant watershed areas, at the Applicant's expense.

If the Applicant proposes to use pervious pavement for walkways and parking areas, then that, of course, could mitigate storm water runoff concerns; however, if that approach is contemplated, there must be a proper operation and maintenance plan that provides for maintaining the pervious pavement, which would be a significant annual expense and the

Select Board recommends that this be acknowledged and planned for in the reserves created for and required to be maintained by the various owners associations for the Project.

The Select Board recommends that the Applicant must be required to provide drainage information for peer review that shall:

- a) be supported by adequate testing of the Property's soils, both as to percolation and permeability rates, and the location of seasonal high ground water levels;
- b) be required to undergo peer review by a drainage consultant hired by the Town at the Applicant's expense;
- c) be confirmed through peer review, before any approval can take place, to result in no net increase in the volume and rate of storm water runoff from the Property, based upon drainage calculations that compare pre-construction and post-construction conditions;
- d) be confirmed, in particular, through peer review, to not result in any increase in the rate or volume of storm water runoff from the Property or any change in the runoff from existing adjoining properties, when pre-construction and post-construction conditions are compared;
- e) include water control runoff from roofs of the dwellings and any accessory structures that are separate from and not combined with storm water runoff from paved areas and not be introduced into any storm water drainage basin; and
- f) include operation and maintenance and replacement requirements for the access ways and storm water drainage infrastructure.

The Select Board recommends that the ZBA impose conditions that require that any trash receptacles shall be located so as to not disturb any adjacent residential property and that the Applicant be required to provide a detailed trash removal and recycling plan that identifies the frequency of trash pickup, the dumpster locations, all trash policies and enforcement procedures.

The Select Board recommends that the ZBA require the Applicant to obtain and provide a report that provides an estimate of the anticipated school aged children in the Project, so that the Town can plan ahead to serve the children.

The Select Board recommends, to the extent possible, that the ZBA impose conditions to require that the Project be designed and built so as to maximize energy efficiency in terms of building materials and heating and other infrastructure. That would reduce the cost to the residents and should be done in a manner that does not greatly increase the Applicant's costs to undertake the Project.

The Select Board recommends that the ZBA require that the Project shall include internal and off-site sidewalk improvements so as to facilitate pedestrian access to nearby neighborhoods and public transportation facilities. Sidewalks should be constructed of brick, concrete or asphalt (or a combination thereof) and meet AASHTO standards where appropriate.

The Select Board recommends that the ZBA require the Project to be designed to have adequate snow storage areas and a snow removal policy that provides for removal in the event of large or repetitive snow events.

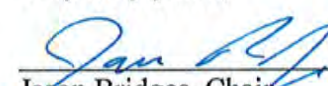
The Select Board recommends that the ZBA require the Applicant to provide a lighting plan, to provide safe lighting for residents, but without light intrusion onto adjacent properties.

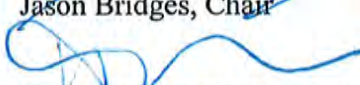
The Select Board urges that a limitation be placed on the rental of the market rate units so that rentals are at least one month in duration, to prevent transient population issues.

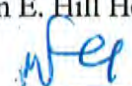
Because this project is so significant, the Board would like to see a requirement that the condition of South Shore Road be evaluated before the Project begins and after it is completed, with the Applicant to be responsible for any repairs necessary due to construction activity.

The Select Board thanks the Zoning Board of Appeals for its hard work on this important matter.

Very truly yours,



Jason Bridges, Chair

Dawn E. Hill Holdgate, Vice Chair

Matthew G. Fee

Rita Higgins

James R. Kelly

cc: Police Chief
Fire Chief
Sewer Director
Wannacomet Water Director
Director of Planning and Land Use Services
Town Counsel
Surfside Crossing, LLC

TO: Nantucket Select Board
CC: Libby C. Gibson, Town Manager
FROM: John W. Giorgio, Esq. and Jeffrey T. Blake, KP-Law, P.C., Town Counsel
RE: **Primer on Eminent Domain Takings**
DATE: November 1, 2024

You have asked me to provide a primer to the Select Board regarding the process for and legal standards for taking private real property or any interest therein by eminent domain by the Town. The traditional process for conducting a taking is governed by G.L. c. 79 and is set forth in part 1 of this Memorandum. There is also an alternate method for taking property in the Commonwealth, G.L. c. 80A. This method is set forth in part 2 of this Memorandum.

1. Traditional Taking Pursuant to G.L. c. 79

Both the Federal and the Massachusetts Constitutions authorize municipalities to acquire private property or interests in real property, i.e., easements or restrictions, for public purposes by eminent domain. In Massachusetts takings are governed by G. L. c. 79 and 80A.

There are two essential requirements for an eminent domain taking: (1) a taking may only be done for a public use; and (2) the municipality is required to pay the landowner the fair market value of the taking in order to meet the “just compensation” standard under the Constitution. Typically, a municipality exercises its power of eminent domain to acquire land for infrastructure projects and other public facilities, but other public purposes have included redevelopment, open space, and affordable housing.

Before proceeding with a taking, a municipality must commission at least one professional appraisal to establish the fair market value of the property or interest therein to be taken. The taking must be authorized by Town Meeting, and, by a two-thirds vote, Town Meeting must appropriate sufficient funds to pay the landowner for the fair market value of the taking.

A taking can only be executed by the Select Board or by a board or officer authorized to take real estate by eminent domain on behalf of a municipality or body politic or corporate if expressly conferred by law. The Town Meeting vote to take private property as well as the appropriation only constitute an authorization to proceed. Town Meeting does not have the legal authority to require the Select Board to proceed with a taking. It can only authorize the Select Board to proceed.

Once the taking is authorized by Town Meeting, the Select Board executes the order of taking and pays the landowner for the fair market value of the taking. This is known as the “pro tanto” payment. Thereafter, once the order of taking is recorded in the Registry of Deeds, title to the property or whatever interest in the land that the Town takes automatically transfers to the Town, even if the landowner challenges the taking or the award of damages.

The landowner or any other person with legal standing has three years to challenge either the validity of the taking and/or the adequacy of the pro tanto payment made by the Town. Typically, the fair market value of the property is determined by a jury at trial, and the Town must pay any additional land damages as determined by the jury with interest, which is calculated from the date of the taking calculated on the principal amount due at an annual rate equal to the weekly average one-year constant maturity treasury yield. Fair market value for purposes of eminent domain is determined by the highest and best use of the property.

A taking cannot be conducted in "bad faith "meaning, among other things, the municipality cannot have an improper or ulterior motive in conducting the taking. Courts have found that if the taking is motivated by the primary purpose of stopping a 40B development, for example, the court will invalidate the taking. See Pheasant Ridge Association Limited Partnership v. Town of Burlington, 399 Mass. 771, 777 (1986).

Juries tend to disfavor the use of eminent domain by a governmental entity. There are many examples where jury awards far exceed the amount paid by the Town initially. The Somerville case is a recent example, where the City took a former strip mall in 2019 and paid the owner \$8.8 Million. Ultimately, the City was ordered by the Court to pay \$33.5 Million including interest.

2. Alternative Method Pursuant to G.L. c. 80A

The Select Board obtains an appraisal of the property and Town Meeting authorizes the taking and appropriates the funds necessary to pay the fair market value.

The Select Board adopts an Order of Intention to Take.

The Order of Intention to Take includes an estimate of just compensation. The Town records the Order at the Registry of Deeds within 10 days.

The Town files, in a court of competent jurisdiction, a petition to establish its right to take the property and the amount of just compensation within 10 days.

The Property owner can challenge the estimate of just compensation and/or the validity of the taking.

The Court will appoint a panel of three commissioners. The commissioners will hold a trial and determine the amount of compensation owed.

Either party can appeal for a redetermination of compensation by trial by jury within twenty days of the commissioners' decision. The commissioners' decision is evidence of value at the jury trial.

Alternatively, the Town can unilaterally abandon the taking, in which case title is unaffected. This may occur at any time before the court enters final judgment, including before or after either the commissioners' trial or jury trial. If the taking is abandoned, the property owner can

seek “indemnity in full” for its losses or damages incurred during the pendency of the process. There are no reported cases in Massachusetts that have interpreted the “indemnity in full” language but this may include attorneys’ fees and costs.

If the taking proceeds and is not abandoned, the Town takes title to the property and pays the property owner the compensation that has been determined.

I am attaching for the Board’s information a useful chart that we have prepared which summarizes the eminent domain process.

Municipal Real Estate Purchase/Gift Checklist

- ☐ Identify land to be acquired; issue RFP or a uniqueness determination under G.L. c.30B, §16 (not required for a gift or if value is \$35,000 or less) unless acquired under Community Preservation Act (G.L. c.44B)
- ☐ Enter into a purchase and sale or donation agreement subsequent to or conditioned upon a favorable Town Meeting or City /Town Council vote if required
- ☐ Obtain Town Meeting or City /Town Council vote authorizing the acquisition and appropriation of funds, if necessary (2/3 vote required for appropriation, with some statutory exceptions)
- ☐ Obtain a title examination of the property
- ☐ Obtain a survey of the property and plan endorsement by the Planning Board if you are acquiring a portion of a larger tract of land (usually seller's obligation); ensure that the property is properly zoned for the intended use
- ☐ Obtain G.L. c.21E site inspection of the property by a licensed site professional if history or view indicates hazardous material may have been used
- ☐ Obtain Title 5 certification from seller, if subsurface sewage disposal is used; perform any other testing or inspections necessary to determine whether the property is suitable for the intended municipal use
- ☐ Comply with relocation obligation under G.L. c.79A, if applicable
- ☐ Request seller/donor to provide a draft deed for the property to your town counsel/city solicitor
- ☐ Obtain municipal lien certificate from tax collector (taxes must be paid to date of closing unless tax abatement is authorized under G.L. c.58, §8 or G.L. c.60, §77C)
- ☐ Obtain documents necessary to clear title, e.g., discharge of mortgage
- ☐ Obtain a "Disclosure of Beneficial Interest Statement" from seller (G.L. C 7c, §38) and file with the Division of Capital Asset Management and Maintenance
- ☐ Prepare settlement statement showing closing adjustments and funds to be disbursed
- ☐ Appropriate board or officer accepts property and signs acceptance form with certified copy of Town Meeting/City Council vote, if needed, attached
- ☐ Arrange for final inspection, delivery of deed and title rundown; record deed and acceptance form and release funds to seller
- ☐ Send copy of recorded deed to appropriate board or officer, and request abatement of post-closing taxes from assessors under G.L. c.59, §72A; send original recorded deed to City/Town Clerk
- ☐ Obtain title insurance, if desired

Eminent Domain Taking Checklist G.L. c.79

- ☐ Identify land or easement to be acquired and public purpose of acquisition.
- ☐ Obtain plan of land or easement from surveyor if required to accurately identify land/easement
- ☐ Obtain appraisal before taking is made unless owners waive appraisal
- ☐ Determine whether betterments are to be assessed for the project for which the taking is made
- ☐ Obtain Town Meeting or City/Town Council vote for authorization and appropriation (2/3 vote required for appropriation, with some statutory exceptions)
- ☐ Obtain title examination for property to confirm names of owners and identify mortgagees and other parties having an interest in the property
- ☐ Draft order of taking, notice, offers, and other associated documents
- ☐ If applicable, request owners to sign waiver of damages
- ☐ Comply with relocation obligation under G.L. c.79A
- ☐ Authorized board or officer executes order of taking, and, if applicable, awards damages
- ☐ Record order of taking and plan - MUST be recorded at Registry of Deeds within 30 days of execution; title vests upon recording
- ☐ Consult with Accountant/Treasurer relative to time of payment of pro tanto amount to property owner and set time and place for payment
- ☐ Execute and serve notice of taking and pro tanto offer on owner and any mortgagee by: personal service, service at residence or registered mail; offer must be made within 60 days of taking
- ☐ Send copy of recorded order of taking to Tax Collector and appropriate board or officer; send original recorded order of taking to City/Town Clerk
- ☐ Make pro tanto payments upon application by property owner, making sure that owner and mortgagee have agreed to whom the damages will be paid

Municipal Real Estate Acquisition See also G.L. c.30B, §16

Purpose	Statutory Authorization	City Council/Town Meeting Vote ⁹	Board or Officer Authorized to Acquire	Notes
General Purpose	G.L. c.40, §14	Required ¹	Board of Selectmen or Mayor	Limited to land within city or town not already in public use
Affordable Housing	G.L. c.44, §55C ³ G.L. c.44B ²	Not required under c.44, §55C for purchase ⁷ or gift; required under c.44B	c.44, §55C, Trustees; c.44B, Executive Officer(s) unless otherwise voted	Under c.44, §55C, power to acquire by purchase or gift (not eminent domain) may be granted to Trustees; Under c.44B, CPA Committee must recommend acquisitions
Common Landings ^{4,5}	G.L. c.88, §14	Required to accept layout ^{6, 7}	City Council or Board of Selectmen	Layout must be filed with City/Town Clerk, County Commissioners, Department of Conservation and Recreation, and Registry of Deeds
Conservation, Open Space ⁵	G.L. c.40, §8C G.L. c.44B ²	Not required under c.40, §8C for purchase ⁷ or gift; required under c.44B	c.40, §8C, Conservation Commission; c.44B, Executive Officer(s) unless otherwise voted	Under c.40, §8C, City Council or Board of Selectmen approval required for gift and 2/3 vote of City Council/Town Meeting required for eminent domain and taking must be made by Board of Selectmen/Mayor; under c.44B, CPA Committee must recommend acquisition
Drains for Highways (town ways)	G.L. c.83, §4	Not required ⁷	Officers having charge of highways	County Commissioners are authorized to acquire for drains and ditches in county ways and the department of highways for those in state highways
Footways and Bicycle Paths ⁴	G.L. c.82, §§33-35	Required to accept layout ^{6, 7}	City Council or Board of Selectmen	Or Road Commission ⁸ of town; if G.L. c.82, §34 is accepted, bicycle paths may be reserved within sidelines of public ways
Historic Preservation ⁵	G.L. c.40, §8D G.L. c.44B ²	Not required for purchase ⁷ or gift	Historical Commission	Vote of City Council/Town Meeting required for eminent domain (2/3 vote if appropriation needed)
Park, Parkway ⁵	G.L. c.45, §§3-4	Required by 2/3 vote for purchase or eminent domain, not gift	Park Commission or Board of Selectmen acting as Park Commission	Acquisition of parkways requires consent of public authority controlling way and written consent of a majority of abutters
Playground ⁵	G.L. c.45, §14	Not required ⁷	Park Commission	Or School Committee, Planning Board, Playground or Recreation Commission, as the City Council/Town Meeting may decide
Public Domain/ Town Forest ⁵	G.L. c.45, §§19-23	Required by 2/3 vote at annual meeting	City Council and Mayor or Board of Selectmen	Mayor and City Council or Selectmen shall appoint a Town Forest Committee to manage the public domain land dedicated to town forest or town may vote that Conservation Commission shall manage town forest
Public Way ⁴	G.L. c.82, §§21-24	Required to accept layout ^{6, 7}	City Council or Board of Selectmen	Or Road Commission ⁸ of town; towns (not cities) must acquire land or easements within 120 days of Town Meeting vote
Public Water Supply	G.L. c.40, §39B	Not required ⁷	Water Commission or Selectmen acting as Water Commission ⁸	Department of Environmental Protection approval required to use such land; special legislation may vary or supersede these requirements
Public Water Supply Protection ⁵	G.L. c.40, §§39B, 41 G.L. c.44B ²	Not required under c.40, §§39B, 41 ⁷ ; required under c.44B ²	Water Commission or Selectmen acting as Water Commission ⁸	Department of Environmental Protection approval and hearing required to take such land; DEP must determine acquisition to be necessary; special legislation may vary or supersede these requirements
Sewers or Drains	G.L. c.83, §1	Not required ⁷	Sewer Commission or Board of Selectmen or Road Commission ⁸	Special legislation may vary or supersede these requirements

1. 2/3 vote required if an appropriation is necessary; majority vote if gift

2. For CPA funded projects where Community Preservation Act has been accepted; c.44B, §12 requires a restriction; c.44B, §5(e) requires 2/3 vote for taking

3. Where Affordable Housing Trust Fund Act has been accepted

4. Procedure for laying out of public ways under c.82, §§21-24

5. Article 97 applies to land or interest acquired for this purpose

6. In cities, Council votes layout and no further vote is required to accept layout; 2/3 vote required if way not previously approved under subdivision control law

7. Required if appropriation of funds is necessary (majority vote)

8. Or Board of Public Works, if such exists

9. Applies to acquisitions by gift, purchase, and eminent domain, unless specified otherwise