Town and County of Nantucket
Select Board • County Commissioners

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

16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
NOVEMBER 20, 2024 – 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
****AMENDED NOVEMBER 18, 2024****
****AMENDED NOVEMBER 20, 2024****

YOU TUBE LINK FOR VIEWING ONLY:
https://youtube.com/live/svf6-6_JakM

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_utl5YtIDSRiRmPwfmJoO4w

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio and Video Recorded.

2. No Select Board Meeting on Wednesday, November 27, 2024; Town Offices Closed on Thursday, November 28, 2024 in Observation of Thanksgiving.

3. **2024 Committee Vacancies – Round 3: Capital Program Committee; Council for Human Services; Council on Aging; Cultural Council; Real Estate Assessment Committee; Town of Nantucket Scholarship Committee; Zoning Board of Appeals.**

4. Select Board Announcements/Comments.

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

*V. PUBLIC COMMENT**

*VI. NEW BUSINESS**

1. **Harbor and Shellfish Advisory Board: Request to Increase Bay Scallop Bushel Limit for Commercial Scallopers from Five Bushels to Six Bushels for Remainder of 2024-2025 Bay Scallop Season, Pursuant to Town Regulations Chapter 260 (Fishing and**

Shellfishing), Section 4.29 (Bay Scallops), Subsection I (Commercial Bay Scallop Limits). *(This Item was Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Posted Meeting.)*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Correction to Minutes of September 25, 2024 at 5:30 PM; Minutes of November 13, 2024 at 5:30 PM.

2. Approval of Treasury Warrants for November 20, 2024.

3. Approval of Pending Contracts for November 20, 2024 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Housing Office: Request to Modify Waiver of Sewer Connection Permit Fee and Sewer Capacity Fees for Covenant Lot Located at 10 Field Avenue (Lot B on Plan No. 2024-4) as Approved on September 25, 2024.

2. Ticcoma Green: Request for Select Board Review of Draft Commitment Letter from Town of Nantucket to HallKeen Management for Ticcoma Green Project at 6 Fairgrounds Road.

IX. REAL ESTATE ITEMS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement of a Portion of Two Town-owned Yard Sale Parcels Shown as Lots 35 and 36, Ames Avenue, in Block No. 31, Shown on Land Court Plan No. 2408-M, Dated April 30, 1912 and Filed with the Nantucket Registry District of the Land Court, Pursuant to Vote on Article 81 of 2013 Annual Town Meeting.

X. TOWN MANAGER'S REPORT

1. Overview of FY 2026 Proposed Capital Projects and Capital Improvement Plan (FY 2026 – FY 2036) (Tabled from November 6, 2024).

2. Review Near-Term Major Capital Projects Debt and Tax Impacts.

3. Continued Preliminary Review of Town-Sponsored Warrant Articles for 2025 Annual Town Meeting.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Update on USS Nantucket (LCS 27) Commissioning.

2. Debrief Discussion of November 19, 2024 Public Forum on SouthCoast Wind and Potential Vote on Mitigation Measures.

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

Select Board
2024 Committee Vacancy Appointments Timeline
Round 3
As of 11/14/2024

November 15 – Advertise committee vacancies on Town's website

November 20 and December 4 – Committee vacancies to be added to Select Board agendas as announcement

November 21 and November 27 – Advertise committee vacancies in the Inky

December 6 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Capital Program Committee, 1 seat, term expires 2025
- Council for Human Services, 1 seat, term expires 2027
- Council on Aging, 1 seat, term expires 2026
- Cultural Council, 1 seat, term expires 2026
- Real Estate Assessment Committee *(Real Estate Professional),* 1 seat, term expires 2026
- Town of Nantucket Scholarship Committee, 1 seat, term expires 2027
- Zoning Board of Appeals, 1 seat, term expires 2025

December 11 and December 18– The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

January 8, 2025 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

NOTICE OF COMMITTEE VACANCIES

The Select Board is accepting applications for committee vacancy appointments. Interested individuals may obtain a "Committee Interest Form" from the Town of Nantucket's website. Completed applications can be mailed to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov. Information on the responsibilities of the various committees may also be obtained from the Town's website. **All appointments will be made by the Select Board at its January 8, 2025 meeting.**

Applications for **all** committee vacancies must be submitted by **12:00 PM** on **Friday, December 6, 2024.**

Capital Program Committee	1 seat	Term Ends 2025
Council for Human Services	1 seat	Term Ends 2027
Council on Aging	1 seat	Term Ends 2026
Cultural Council^	1 seat	Term Ends 2026
Real Estate Assessment Committee *(Real Estate Professional)*	1 seat	Term Ends 2026
Town of Nantucket Scholarship Committee	1 seat	Term Ends 2027
Zoning Board of Appeals	1 seat	Term Ends 2025

^ Pursuant to the Massachusetts Cultural Council's Local Cultural Council Program Guidelines, "The term of membership for a council member is three years; members can serve a maximum of two consecutive terms, or a total of six years, unless the appointing authority removes a member before the expiration of a term. Members must remain off the council for a one-year interval before serving additional terms."

December 11 and December 18 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

January 8, 2025 – Meeting for applicants who applied for committee vacancies to introduce themselves and review their applications; committee appointments made.

Nov. 19, 2024

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

Ms. Mohr,

At our meeting tonight, Nov. 19, 2024, the Harbor Shellfish Advisory Board (HSAB) voted 7-0 to recommend to the Select Board that it increase the bay scallop bushel limit for commercial scallopers from five bushels to six bushels per commercial license for the remainder of the 2024-2025 bay scallop season.

Jeff Carlson of the Natural Resources Department (NRD) and Tara Riley the Town biologist attended the entire meeting and are in support of this recommendation. Considering the small number of active fishermen, and the abundance of adult scallops that exist this season, it's important to the survival of the fishery and the health of our harbor to harvest these adult scallops.

Our recommendation is time sensitive as the greatest demand for scallops is during the holiday season . As such, we ask that you please include our recommendation for discussion and vote on your Nov. 20, 2024 meeting agenda. NRD staff, board members, and fishermen will attend the meeting and be available to answer any questions.

Thanks for taking the time to consider our request.

Sincerely,

Andrew G. Lowell
Scott Anderson
Peter B. Brace
Bobby DeCosta
David F. Fronzuto
James R. Sjolund
David E. Bossi

Amendments to Town Regulations Chapter 260 (Fishing and Shellfishing), Section 4.29 (Bay Scallops), Subsection (I), to Allow the Select Boad to Have the Ability to Raise or Lower the Bushel Limit for Commercial Scallopers if Surveys Indicate an Alteration is Needed, Pursuant to MGL Chapter 130, Section 73 and Chapter 122-5 of the Code of the Town of Nantucket.

Regulation (Current)

§ 260-4.29. Bay scallops.

I. Commercial bay scallop limits. The Select Board shall allow the taking of five level bushels (shells included) in "Town approved boxes" per commercial bay scallop permit. Each boat may have a maximum of 10 level bushels harvested with two valid commercial bay scallop permit holders on board.

New proposed regulation

§ 260-4.29. Bay scallops.

I. Commercial bay scallop limits: The Select Board, at a public meeting, may approve increasing or decreasing the daily catch limit each season under recommendations related to Town of Nantucket shellfish abundance surveys provided by the Natural Resources Department and the Harbor Shellfish Advisory Board. If no adjustments are recommended, the limit shall be at 5 level bushels per commercial license.

Approved: 10/16/2024
Effective: 10/31/2024

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
November 20, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grants						
Grant (incoming)	Nantucket Cultural Council	Massachusetts Cultural Council	($5,700)	Annual support for local artists & art programs	N/A	Oct 1, 2024 – Jan 16, 2025
No Revenue Agreements						
Contract Amendment	Our Island Home	Fusion Medical Staffing	N/A	Addition of CNAs, LPNs & RNs to cover staff vacancies	N/A	Oct 1, 2024 – Sep 30, 2027
Contract Amendment	Our Island Home	Aya Healthcare	N/A	Addition of CNAs, LPNs & RNs to cover staff vacancies	N/A	Sep 12, 2024 – Jun 30, 2027
Contractual Services						
Professional Services Agreement	PLUS/Nantucket Historical Commission	University of Florida's Preservation Institute Nantucket (PIN)	$60,000	Grant from Community Preservation Committee for West Monomoy Neighborhood Survey, Phase I	Article 34 2024 ATM	Jul 1, 2024 – Jun 30, 2025
Professional Services Agreement	Fire	Waterway, Inc.	$15,694.45	Annual service testing of Fire Department equipment	Fire Budget – Repair & Maint: Equipment	Nov 1, 2024 – June 30, 2025
Professional Services Agreement	Health	Commonwealth of Massachusetts	$25,745	Mass. Division of Standards – Annual weights & measures service agreement	Health Budget – Professional Services	Jan 1, 2025 – Dec 31, 2025
Residential Lease	Housing	Kevin Marshall	$102,000	20 Miacomet Avenue (OIH Staff)	OIH Budget – Rent: Employee Housing	Jan 1, 2025 – Dec 31, 2025
Contract Amendment	Housing	Gryphon Architects	Add $1,200 to original contract amount of $5,200 for amended contract amount of $6,400	Additional work requested by the Town for architectural site plan for housing at Lots 91, 92, 93 Waitt Dr	Affordable Housing Trust: Professional Services	Oct 14, 2024 - Oct 13, 2025

Sponsored Research Agreement	Natural Resources	University of Massachusetts - Boston	$4,288.83	Water quality research in response to Vineyard Wind turbine blade failure	Article 10 2024 ATM (Baseline Environmental Study)	Nov 20, 2024 – Jun 30, 2025
Purchase & Installation Agreement	DPW/Parks & Recreation	O'Brien & Sons	$177,334.10	Installation/replacement of play structure(s) at Tom Nevers Playground	Article 10 ATM 2024; DPW Parks & Rec: Professional Svcs.	Nov 20, 2024 – Nov 19, 2025
Professional Services Agreement	PLUS	Blue Claw Associates	$16,488	Seasonal planters & associated maintenance at PLUS building/2 Fairgrounds Rd	PLUS Budget – Professional Services	Nov 20, 2024 – Nov 19, 2027
Contract Amendment	PLUS	Barrett Planning Group	Add $57,975 to original contract amount of $118,540 for amended amount of $176,515	Nantucket Master Plan – additional services for public engagement process	PLUS Budget – Professional Services	Dec 1, 2023 – Nov 30, 2025
Purchase Agreement	Police	Ocean State Forklift	$12,000	Purchase of replacement forklift for Police, Marine & Fire Departments	Police Budget	Nov 20, 2024 – May 19, 2025
Purchase Agreement	Public Works/Solid Waste Enterprise Fund	McGovern MHQ, Inc.	$142,790.48	Purchase of replacement Ford F550 Rolloff Truck for Solid Waste	Article 22 2024 ATM	Nov 20, 2024 – Nov 19, 2025
Contract Amendment	Public Works	Plan B Construction	Add $2,200 to original contract amount of $129,444 for amended contract amount of $131,644	Additional work needed for renovation of Jetties Beach Shed	Article 10 2021 ATM	July 1, 2024 – May 1, 2025
Purchase Agreement	Public Works	Marcotte Ford Sales, Inc.	$77,715	Purchase of F350 Pickup Truck for DPW/Parks & Recreation Division	Article 10 2024 ATM	Nov 15, 2024 – Nov 14, 2025

Contract Amendment	Public Works	Encore Fire Protection	Add $2,220 to original contract amount of $65,000 for amended amount of $67,220	Add inspection & monitoring services for 2A Easton Street (Shellfish Hatchery) & 10 Washington Street (Greenhound).	Public Works - Facilities Budget	Jan 18, 2023 - Jan 31, 2026

Agenda Item Summary

Agenda Item #	VIII. 1.
Date	11/20/2024

Staff

Kristie Ferrantella, Housing Director

Erika D. Mooney, Operations Administrator

Subject

Clarification of Select Board vote at 9/25/24 meeting with respect to sewer fee waiver request for Covenant Lot Located at 10 Field Avenue (Lot B on Plan No. 2024-4).

Executive Summary

In accordance with the Board's Sewer Waiver Policy for covenant properties, Attorney David Buckey, representing his client, Manolo Hernandez, requested a waiver of the Sewer Connection Permit Fee and Sewer Capacity Fees in conjunction with the covenant lot Mr. Hernandez owns at 10 Field Avenue (portion). The request was presented at the 9/25/24 meeting and presented by the Housing Director. The AIS recommended a 50% sewer connection permit and 50% capacity fee waiver, but at the meeting, the director proposed a 50% waiver for the capacity fee and 100% waiver for the sewer connection permit, to be more in line with other covenant lot waivers. The Housing Office realized after that the capacity fee has never been waived and should be amended.

Staff Recommendation

Clarify vote.

Background/Discussion

The sewer policy allows the board to waive "all or a portion of the sewer connection fee", which it has always done in the past with covenant lots.

However, in reviewing the minutes (which are to be corrected at the 11/20 meeting) and confusion around the waivers, we noticed that the Board has never approved a sewer capacity fee waiver for a private homeowner. We are looking for clarification from the Board on if they want to waive the capacity fee waiver or amend that to no waiver.

This covenant lot was sold to a family at the 80% AMI level and the deed will restrict the property in perpetuity to households earning up to 150% of Area Median Income.

The last covenant lot that requested a waiver was approved on 11/2/22 and was a waiver of the sewer connection permit fee, not the capacity fee.

Impact: Environmental ☐	Fiscal ☐	Community☒	Other☐

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

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan - Housing

Attachments

Minutes from 9/25/2024

Packet Materials from 9/25/2024

Agenda Item Summary

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

Staff

Erika D. Mooney, Operations Administrator

Kristie Ferrantella, Housing Director

Subject

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

Executive Summary

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

Staff Recommendation

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

Background/Discussion

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

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

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

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan - Housing

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

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

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

Dear Erika,

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

Thank you for your assistance.

All the best,
David

David J. Buckley
The Law Office of David J. Buckley LLC
12 Main Street, 2nd Floor
P.O. Box 128
Nantucket, MA 02554
Office: 508-257-1240
Cell: 508-221-0750
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david@dbuckleylaw.com
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Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call us immediately to verify the information prior to sending funds.

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

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Doc: CERT 05/20/2024 11:14 AM

HOUSING NANTUCKET

Housing the Nantucket Community Since 1994

Nantucket Housing Needs Covenant Program
Qualified Purchaser's Certificate

This certifies that the household comprised of the following individuals:

Manolo Hernandez

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

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

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

Anne Kuszpa

Anne Kuszpa

****

THE COMMONWEALTH OF MASSACHUSETTS

May 15, 2024

Nantucket County, ss.

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

Notary Public

My commission expires:

WILDA M. FALCONER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 12, 2027

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

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Doc: COC 05/20/2024 11:14 AM

HOUSING NANTUCKET

Housing the Nantucket Community Since 1994

Nantucket Housing Needs Covenant Program
Secondary Lot Subprogram
Certificate of Compliance

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

Manolo Hernandez

from the *Qualified Seller(s)*:

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

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

10 Field Avenue, portion of

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

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

Anne Kuszpa

Anne Kuszpa, Executive Director

****

THE COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

May 15 2024

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

Notary Public
My commission expires

WILDA M. FALCONER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 12, 2027

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

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QUITCLAIM DEED

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

with QUITCLAIM COVENANTS,

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

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

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

Said land is conveyed subject to the following matters:

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

2. So much of the land which lies within Field Avenue as shown on Plan Book 17, Page 50 is subject to rights of others in and over the same.

3. Easement in favor of New England Telephone and Telegraph Company, dated June 14, 1971 and recorded in Book 136, Page 150.

4. Right of Way easement in favor of owners on Plan Book 17, Page 50 and Plan 8-D, dated January 22, 2004 and recorded in Book 870, Page 302.

5. Special Permit, dated January 8. 2024 and recorded in Book 1975, Page 129.

6. Nantucket Housing Needs Covenant, Secondary Lot 150 Form, dated February 27, 2024, and recorded in Book 1975, Page 133

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

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

1. We are the only Trustees of said Trust.

2. Said Trust is in full force and effect and has not been amended, modified, revoked, or terminated as of the date hereof.

3. We have full power and authority and have been authorized and directed by all of the beneficiaries of said Trust to enter into a sale transaction with respect to aforementioned premises, and in connection therewith to execute, acknowledge, and deliver, on behalf of said Trust, any and all documents with respect to said transaction, including, but not limited to, this Quitclaim Deed for the consideration set forth above.

4. No beneficiary of said Trust, or a spouse, civil union partner, ex-spouse or ex-civil union partner of a beneficiary occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property, as set forth in M.G.L. Chapter 188.

5. No beneficiary of said Trust is a minor, incompetent to act, a personal representative of an estate subject to estate tax liens, or a corporation selling all or substantially of its assets.

(*the signature page follows.*)

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

NORMAN W. CHALEKI, TRUSTEE
NORMAN AND JOAN REALTY TRUST

COMMONWEALTH OF MASSACHUSETTS
County of Nantucket, ss.

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

Notary Public
My Commission Expires: _____

Apply stamp

Renee H. Ceely
My Commission Expires August 14, 2026
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

[signature page 1 of 2 to Quitclaim Deed.]

NANTUCKET LAND BANK
CERTIFICATE
☐ Paid $ _____
☒ Exempt 0
☐ Non-applicable _____
46512 5/20/24
No. Date
Authorization MW

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

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

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

COMMONWEALTH OF MASSACHUSETTS
County of Nantucket, ss.

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

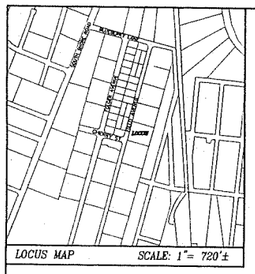
Renee H. Ceely
My Commission Expires
August 14, 2026
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Apply stamp

Notary Public
My Commission Expires:

[signature page 2 of 2 to Quitclaim Deed.]

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



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

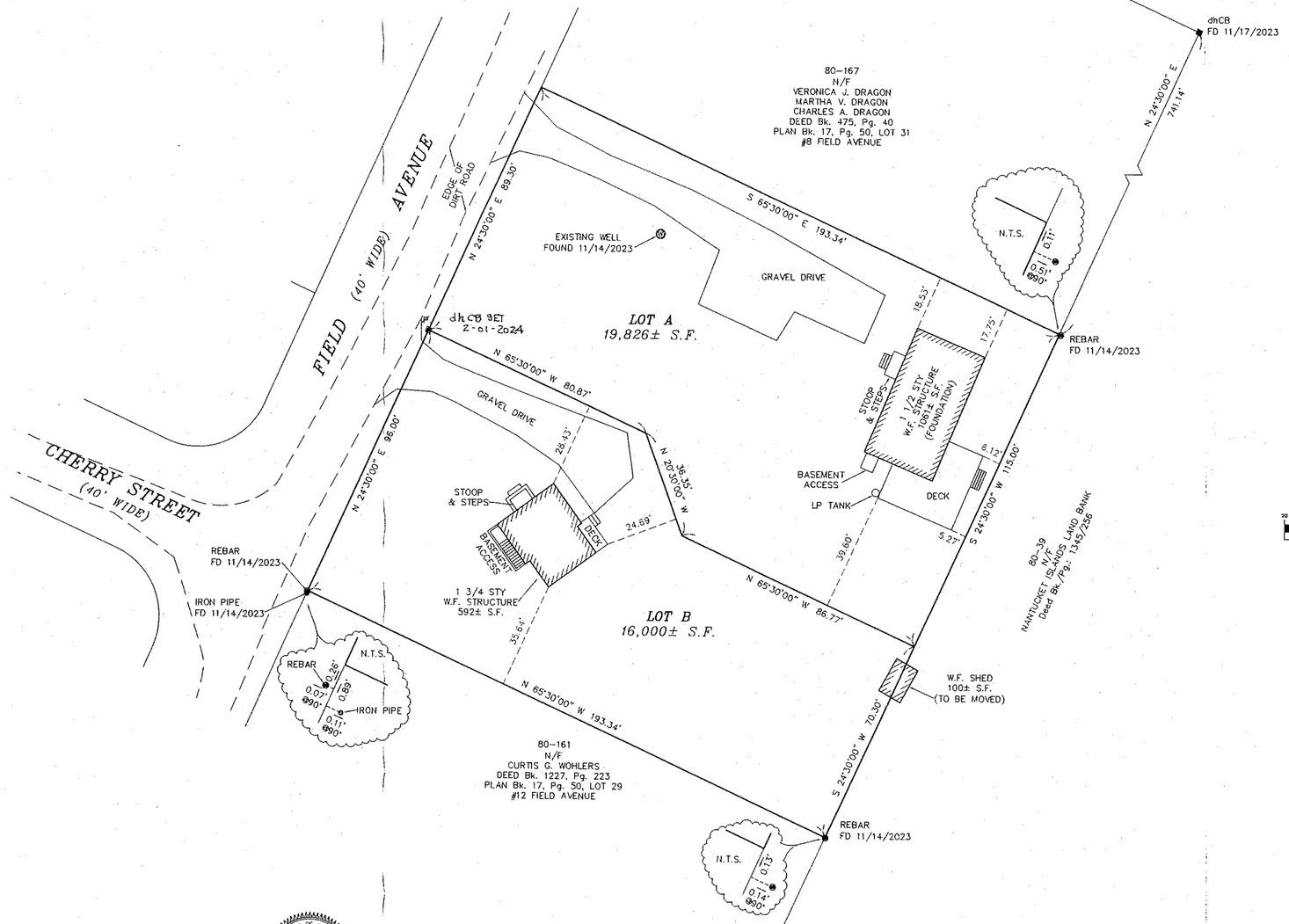
MINIMUM LOT SIZE:	40,000 S.F.
MINIMUM FRONTAGE:	100 FT.
FRONT YARD SETBACK:	35 FT.
SIDE/REAR SETBACK:	10 FT.
GROUND COVER %:	7%

LEGEND

REBAR FD — *DENOTES RE-BAR MONUMENT FOUND*

dhCB FD 11/17/2023 — *DENOTES CONCRETE BOUND WITH DRILL HOLE FOUND*

P.B. — *DENOTES CONCRETE BOUND WITH DRILL HOLE TO BE SET*



NANTUCKET REGISTRY OF DEEDS
Date: April 26, 2024
Time: 11:10 AM
Plan No.: 2024-4
Attest: Cornish H Ferreira Register
SHEET 1 OF 1

RESERVED FOR REGISTRY USE

2024 00000004
Bk: Pg: 0 Page: 0
Doc: PLAN 04/26/2024 11:10 AM

Plan Bk./Pg.: 17/50

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

Plan of Land
in
Nantucket, Mass.
Prepared for
NORMAN W. CHALEKI
JOAN C. CHALEKI

Scale: 1"= 20' *December 08, 2023*

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026

GRAPHIC SCALE

20 0 10 20 40 60
(IN FEET)
1 inch = 20 ft.

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

OWNER OF RECORD

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

T:\CHRIS 2 JOB 93

COMMONWEALTH OF MASSACHUSETTS
JEFFREY L. BLACKWELL
No. 35388
REGISTERED PROFESSIONAL LAND SURVEYOR

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

PROFESSIONAL LAND SURVEYOR — 12-21-2023 DATE

NOTE:

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

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

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

04-11-2024 — PBSUB-2024-01-0045
DATE SIGNED — FILE #

B9210

V:\DRAWFILES\B9210\ANR.dwg ANR 12/21/2023 15:15:32 1:1

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

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

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

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

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

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

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

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

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

(1) The applicant's project or development has or will provide for the funding and / or physical construction of specific sewer system improvements which are deemed a benefit or improvement to nearby or abutting public and private landowners, in addition to the applicant's project or development; and

(2) The applicant's project or development has or will provides for the funding and / or physical construction of approved* mitigation measures or capital improvements to the Town of Nantucket's municipal sewer system (or components thereof) including, for example, upgrades to one or more municipal sewer pumping station[s], upgrades to the diameter, capacity, or operating performance of municipal sewer mains, manholes, or other infrastructure); and

(3) The cumulative cost of the sewer improvements and / or mitigation measures contemplated in subparagraphs (1) and (2) above incurred or reasonably estimated to be incurred by the applicant meets or exceeds a sum equal to fifty (50%) percent of the total amount** of sewer service connection fees and sewer capacity utilization fees that would be due and payable for all unrestricted units which the applicant is seeking connection if no waiver or reduction were to be granted pursuant to the Select Board's Policy for Sewer Fee Waiver Requests; and

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

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

Agenda Item Summary

Agenda Item #	VIII. 2.
Date	11/20/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Review Draft Commitment Letter from Town of Nantucket to HallKeen Management for Ticcoma Green Project at 6 Fairgrounds Road.

Executive Summary

HallKeen, the developer of Ticcoma Green, is requesting a commitment letter from the Town of Nantucket and Affordable Housing Trust for a financial contribution of $8.7 million towards the construction of the development of 64 rental units. I am requesting feedback on the draft in preparation for a vote at your December 4, 2024 meeting.

Staff Recommendation

Provide feedback and questions to finalize letter for December 4th meeting

Background/Discussion

As the Board is aware, there have been significant delays resulting from the neighbor appeal of the Planning Board Special Permit, which has resulted in increased construction cost for the project. In 2022 the Board provided a letter of commitment for $6.5 million towards the gap in funding. The developers are now requesting $8.7 million structured as both grants and loans, to help cover the gap in financing this project.

The Housing office has been working closing with HallKeen to ensure all units are eligible for inclusion on our Subsidized Housing Inventory (SHI) list and are eligible for certification of our Housing Production Plan prior and will allow the Town to apply for two years of Safe Harbor.

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

Addressing the housing crisis; Select Board strategic goal around maintaining Safe Harbor.

Board/Commission Recommendation

N/A

Public Outreach

N/A

Attachments

1. Draft Commitment Letter

November ____, 2024

Jeffrey Morgan
Hallkeen Management
1400 Providence Highway, Suite 1000
Norwood, MA 02062

RE: Town of Nantucket- Ticcoma Green at 6 Fairgrounds Road

Dear Mr. Morgan:

This letter is a commitment from the Town of Nantucket (the "Town") and the Town of Nantucket Affordable Housing Trust Fund ("NAHT", together, the "Town") to increase its financial support to Hallkeen Management (the "Developer") for the development of the Ticcoma Green affordable rental housing project to be located at 6 Fairgrounds Road. The Town agrees to increase its already significant financial contributions to the Project from a $6.5 million loan to an $8.7 million loan (the "Trust Loan"), subject to terms and conditions set forth herein, and subject to the approval of the Town of Nantucket Select Board and the NAHT. The Town hopes to assist the Developer in developing and operating an important affordable housing project on Nantucket.

The Town understands that, in addition to their commitment of the NAHT funds, the Developer will be pursuing grants or loans from the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities, MassHousing and any state agencies/entities and private lenders (including the Town and the Trust, the "Funders") for additional funding to the Project.

Project Description

The Project will contain 64 newly constructed residential rental units (the "Units") in four (4) buildings to be constructed in two separately financed phases in a twinning structure to be allocated between one phase being financed by 9% taxable bonds and the other by 4% tax exempt bonds.

There will be twelve (12) studio Units, fourteen (14) one-bedroom Units, twenty-six (26) two-bedroom Units and twelve (12) three-bedroom Units. The Developer has also committed to constructing basements, an elevator and storage spaces in each of the buildings and laundry facilities in each Unit with solar facilities constructed for the Project.

Affordability Requirements

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Of the 64 Units, 55 of the Units shall be income-restricted Units of which no fewer than twelve (12) will be available at or below thirty percent (30%) of the area median income (AMI), no fewer than fifteen (15) available at sixty percent (60%) of AMI and no fewer than twenty-eight (28) available at or below one hundred twenty percent (120%) of AMI. There will be no more than nine (9) market rate units. All of the income-restricted Units are expected to remain affordable in perpetuity pursuant to a recordable affordable housing restriction as agreed to by the parties in the Closing Documents (the "Affordability Requirement") and the Town shall be a holder of the affordable housing restriction in perpetuity. Since 55 of the Units shall be income-restricted in perpetuity as affordable rental units, all of the 64 Units are eligible to be added to the Town of Nantucket's Subsidized Housing Inventory ("SHI") and will be fully compliant with all EOHLC requirements for the Project.

The Developer also agrees that at least seventy (70%) percent of all affordable units in the Project shall be rented pursuant to a local preference (which shall include current Town residents, employees of local businesses, and nonprofits located in the Town, households whose children attend Town schools and municipal employees) subject to the extent it is permitted by federal or state law and by EOHLC regulations.

Town Financial Support Already Committed

The Town's support of the Project has already included, but is not limited to the following:

1. As previously agreed with the Developer, the Town shall make a land contribution in the form of a 99-year ground lease of the project site at 6 Fairgrounds Road, under very favorable terms, for a $1/year rent.
2. As previously agreed, the Town has already incurred the cost of bringing utilities to the Project site.
3. As previously completed, the Town has incurred the legal cost to defend the lawsuit appealing the issuance of the Special Permit, which will be reimbursed by Developer at Closing.
4. The Town has obtained favorable votes of Article ____ by the 2022 Annual Town Meeting for funding of $1,000,000; and of Article ____ of the 2022 Annual Town Meeting to borrow $10,000,000 for affordable housing. The Town intends to borrow these funds for the Ticcoma Green project.

Borrower

It is our understanding that the Borrower will be a limited liability corporation or limited partnership which will own the project. The Developer or affiliated parties are expected to serve as Managing Member or General partner. The names of the entities and their organizational documents shall be delivered to the Town for its review and approval.

Interest Rate and Loan Repayment

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The loan of $8,700,000 shall be evidenced by a Promissory Note to NAHT in the amount of $8,700,000 and secured by a Mortgage on the Property to NAHT to secure the repayment of the full amount of the Loan. The Loan shall accrue interest at the rate of one and one-half percent (1.5%) per annum, which is a significantly reduced rate of interest for its anticipated borrowing. Interest shall accrue as of the date the loan proceeds are drawn. Unpaid interest is accrued, and the outstanding balance is compounded monthly. The Town agrees that the interest on the loan is to be repaid from cash flow after payment of operating expenses, the MassHousing loan and the 60% cash flow paid on the deferred developer fee, and any other higher tier priorities as may be approved by all of the Funders. The Town will then receive 40% of cash flow as the next tier priority. All outstanding principal and accrued interest, if any, under the Trust Loan is due and payable in full at the earlier of _____ (maturity date) or the sale of the Project.

General Terms of the Town Loan

This Commitment Letter is not intended to set forth all of the terms and conditions of the Trust Loan or the related documents. It is our understanding that some terms may be affected and revised as a result of due diligence and underwriting and may be determined in collaboration with EOHLC and the other Funders prior to the Closing. The Town and NAHT, including their Counsel and advisors, shall be included in all Funding and Development Calls and Meetings, including the MassDocs Calls and Meetings in preparation for Closing, with the other Funders.

The Town and NAHT shall receive and have the right to review and comment on all draft documents, due diligence, project agreements, and legal opinions that are shared with any and all other Funders including but not limited to the following documents:

1. Environmental Reports engaged or provided to or by MassHousing, EOHLC, and/or the LIHTC equity investor, appraisals, market studies, constructions contracts, architect's contract, and plans and specifications.
2. Financial Documents including payment and performance bonds, construction draw schedule and milestone schedule, developer and guarantor financial statements, insurance quotes and binders, staffing plan and projected operating expenses, total development and operating budgets, Project Sources & Uses and LIHTC investor operating agreement drafts and proforma financial projections, and other loan documents from other Funders.
3. Legal Documents including copies of all permits and approvals, opinions for land use and zoning matters, title insurance commitments and endorsements, and ALTA survey. Prior to Closing, the Borrower shall provide the Town with all documents, instruments and opinions as the Town and legal counsel may reasonably require to evidence or assist Borrower's compliance with the terms and conditions of the Loan. These documents shall include their organizational documents and opinion from counsel as to the validity of the organizational documents for the Borrower and its entities, and all MassDocs documents prepared for the Closing, which shall include the Trust Loan documents.

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4. All documents, instruments, certificates and opinions required in connection thereto shall be in form and substance acceptable to the Town. Closing is subject to the satisfaction of all closing requirements determined necessary by the Town.
5. Affordable Housing Restriction and Survivability - The affordable housing restriction shall be entered into between the Borrower and EOHLC which may be in the form of a MassDocs Affordable Housing Restriction (the "Restriction" or the "Regulatory Agreement"). The Restriction shall be a permanent restriction held by EOHLC and the Town, on terms acceptable to EOHLC and the Town, which shall (i) be recorded prior to any mortgages and other liens encumbering the Property or said encumbrances shall be expressly subordinated to the Restriction, (ii) state therein that the Affordable Units shall remain affordable in perpetuity and shall survive foreclosure, deed in lieu of foreclosure or any similar action, regardless of whether it is financially infeasible to do so, (ii) grant the Town the independent permanent right to enforce the terms thereof without regard to whether EOHLC or any other subsidizing agency remains as a party thereto, and (iv) ensure that all the Units are included in the Town's SHI in perpetuity.
6. The Borrower shall inform all lenders and investors that all mortgages or other liens now or later encumbering the Property shall be subordinate to the Restriction, and that the Affordable Units shall remain affordable as required herein, notwithstanding the foreclosure of any lien, including the lien of any senior mortgages. The Restriction shall not be subordinated without the prior written consent of the Town, which may be withheld in its sole and absolute discretion.
7. All documents, instruments, certificates and opinions required in connection thereto shall be in form and substance acceptable to the Town. Closing is subject to the satisfaction of all closing requirements determined necessary by the Town and the other Funders.

<u>Fees and Costs</u>

There shall be no upfront commitment fee due from the Borrower, however it is responsible for reimbursing the Town for documents preparation, legal, consulting, recording and other costs incurred by the Town in connection with the evaluation and documentation for the Trust Loan and for the review of all documents included in the MassDocs closing and its participation in the Calls and Meetings for the Funders in preparation for the Closing.

In addition, the Borrower is responsible for reimbursing the Town for all legal costs of defending the appeal of the issuance of the Special Permit, as well as all costs incurred by the Town in connection with the Town's anticipated bond issuance which will provide the borrowed fund for the Trust Loan. The Town shall be reimbursed in full for all such expenses at Closing.

<u>Loan Security</u>

The Trust Loan Mortgage shall be pari passu with other MassDocs loan documents with other Funders. The Trust Loan documents shall be in MassDocs forms as set forth above and included in the MassDocs Subordination Agreement at Closing.

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Right of First Offer and Refinancing Approval

The Town or its designee will receive a right of first offer (not a Section 42ROFR) to be exercisable in the event that the Borrower or General Partner/Managing Member proposes to sell the Project or sell its Managing Member or General Partner interests. The Town will also have the right to approve any sale, refinancing, or change in ownership or management agent. In the event that the Developer wishes to refinance the loans on the Project, Town of NAHT approval will not be required as long as (a) the other Funders have similarly waived their approvals; (b) the new loans are on commercially reasonable terms, (c) no cash out to the Managing Member or General Partner, and their affiliates, and (d) the refinance of the new loans will not reduce the Trust's Loan repayment or delay it past the original maturity date.

Indemnification of the Town

The Developer shall defend, indemnify and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments, from any and all claims, actions or suits, actions, injuries or damages related to the development and construction of the Project, or any act or omission of the Developer, its contractors, licensees, agents, employees, invitees, guest, or anyone claiming, by, though or under the Developer. This indemnity agreement shall include indemnity against all costs, expenses, or liabilities incurred or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Additional Conditions

Developer shall deliver to the Town and Trust copies of all funding commitment letters from all other Funders for this Project no later than sixty (60) days prior to Closing.

Developer shall pull the building permits from the Town of Nantucket for _____ units and deliver copies of the building permits by Closing.

This Commitment is expressly conditioned on the accuracy and completeness of the information provided by the Developer/Borrower relating to all aspects of the Project and its financing, development and construction.

Termination of the Commitment Letter

The Town may terminate this Commitment Letter at any time prior to Closing by written notice to Borrower in the event that Borrower fails to comply with any of the terms and conditions of this Commitment Letter, or there is any material adverse change in the financial condition of the Borrower or the condition of the Project or other pledged collateral. This Commitment Letter shall automatically terminate upon an insolvency or bankruptcy event with respect to the Borrower or General Partner/Managing Member. This Commitment Letter will expire if the

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transaction contemplated in this Commitment Letter has not closed by April 30, 2025. However, this Commitment may be extended on a month-to-month basis at the Town's discretion and of other Funders agree to any extensions.

If the foregoing terms and conditions are acceptable, please indicate your acceptance of the same by countersigning the letter below, where indicated, and returning a copy of the signed letter to the Town and the Trust by _____, 2024.

Very truly yours,

TOWN OF NANTUCKET
By its Select Board

By:_____
Brooke Mohr, Chair

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

By:_____
Brian Sullivan, Chair

TERMS ACCEPTED: Hallkeen Management hereby agrees to and accepts the foregoing terms by setting forth its signature below:

DEVELOPER: HALLKEEN MANAGEMENT

By: _____
Name: Jeffrey Morgan
Title:

cc:

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Agenda Item Summary

Agenda Item #	IX. 1.
Date	11/20/2024

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Conveyance of Parcels subject to Order of Taking of Ames Avenue previously approved and being a portion of 15 Ames Ave, Lots 35 and 36 in Block 31 on Land Court Plan 2408-M, owned by the Town of Nantucket by virtue of Certificate of Title No. 9176, as authorized by positive Vote on Article 95 of 2022 Annual Town Meeting and release of RFP Rights held by Lori Meinke of Lots 31 and 32 on Plan 2408-M pursuant to S2915 of Chapter 153 of the Acts of 2024.

Executive Summary

Conveyance of a portion of 15 Ames Avenue being Lots 35 and 36 in Block 31 on Land Court Plan 2408-M owned by the Town of Nantucket by virtue of Certificate of Title No. 9176 and benefited by Home Rule Petition Article 95 of the 2022 Annual Town Meeting for Article 97 Legislation, which passed on July 31, 2024 to swap the rights in Lots 31 and 32 on Plan 2408-M held by the Town of Nantucket as Map 60.2.4, Parcel 25, Certificate of title No. 625 in exchange for Lots 35 and 36 held for conservation purposes and now to be used in part for roadway purposes (See S2915 of Chapter 153 of the Acts of 2024 attached). Parcels are known as portion of Tax Assessor Map 60.2.4 Parcel 29 to be conveyed to the owner of Lots 23-30 in Block 31 shown on Plan 2408-M, owned by Lori Meinke pursuant to Certificate of Title No 25668 for a price of $20,000. The Real Estate Assessment Committee has reviewed and recommended this conveyance at their October 21, 2024 meeting. The Coastal Resilience Coordinator has reviewed and delivered an assessment as part of an assessment related to a larger scope of layout of Ames Avenue shown on Plan 2024-7.

Staff Recommendation

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

Background/Discussion

Order of Taking by Eminent Domain registered as Document No. 144717 on Certificate of Title No. 625 offered as part of an Agreement assigned to the Meinkes who have agreed to exchange their rights in said parcels 31 and 32 on Land Court Plan 2408-M in exchange for Lots 35 and 36, which were held by the Town in the care and custody of the Conservation Commission. This is part of an effort to clean up and properly layout Ames Avenue and discontinue and dispose of excess parcels subject to the Order of Taking previously presented.

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

To complete the conveyance of a previously authorized transaction at town meeting which will increase the tax base and to correct road layout for future planning.

Board/Commission Recommendation

Real Estate Assessment Committee reviewed the conveyance on October 21, 2024; and the Coastal Resilience Coordinator reviewed.

Public Outreach

Conveyance approved at the 2013 Annual Town Meeting and Home Rule Petition approved at 2022 Annual Town Meeting subsequent legislation approved S2915 Chapter 153 of the Acts of 2024

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

Consistent with the Intent of the Yard Sale Program and Coastal Resilience Plans

Attachments

Purchase and Sale Agreement, Quitclaim Deed, Certified ATM vote, Settlement Statement, plans, copy of GIS, Land Court Plan and Certificate of Titles 9176 and 625; copy of S2915 and vote from Conservation Commission

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of November 2024.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Lori Meinke with a mailing address of 11 Sachem Road, Weston, Connecticut 06883 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a portion of two certain parcels of land in Nantucket, Massachusetts located at Ames Avenue, shown as Lots 35 and 36 on Land Court Plan No. 2408-M subject to an Order of Taking by the County of Nantucket by eminent domain of Parcel 1 of Ames Avenue, as shown on a plan entitled "Roadway Acquisition & Disposition Plan in Nantucket, Mass., of Portions of Unconstructed 'New Hampshire Avenue' 'Massachusetts Avenue' 'California Avenue'," prepared by Bracken Engineering, Inc., dated March 6, 2023 and recorded with Nantucket Registry of Deeds as Plan No. 2024-7, to be filed with the Nantucket Registry District of the Land Court(the "Property" or "Premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

(a) Any liens for municipal betterments assessed after the date of this agreement;

(b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;

(c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

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

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

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property located at 17 Ames Avenue, Nantucket, Massachusetts, which is shown as Parcel 17 on Town Assessor's Map 60.2.4 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with the existing property without the prior written permission of the Town of Nantucket Select Board.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Twenty Thousand and 00/100 Dollars ($20,000.00), of which

$ 1,000.00	was paid as a deposit
$ 19,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.
$ 20,000.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 21st day of November 2024, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

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

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

12. BUYER'S ELECTION TO ACCEPT TITLE

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

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

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

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

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

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

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

21. BUYER'S DEFAULT; DAMAGES

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

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

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

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

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

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

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

29. NOTICES

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

In the case of BUYER:

Lori Meinke
11 Sachem Road
Weston, CT 06883

With a copy to:

Arthur I. Reade, Jr., Esq.
Reade, Gullicksen, Hanley & Gifford, LLP
6 Young's Way
Nantucket, MA 02554
(508) 228-3128

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

31. SELLER'S CONTINGENCY

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

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcels described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property located at 17 Ames Avenue, shown on Town Assessor's Map 60.2.4 as Parcel 17, previously acquired by Grantee by Deed registered with the Nantucket County Registry District of the Land Court as Document No. 148429 on Certificate of Title No. 25668 (together, the "Combined Premises"), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and the Combined Premises to

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

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

_____

_____
Brooke Mohr

BUYER:

_____
Matthew G. Fee

_____
Thomas M. Dixon

By: _____
Lori Meinke

_____
Malcolm W. MacNab

_____
Dawn E. Hill Holdgate

950178NANT19712/0306

QUITCLAIM DEED
Portion of Lots 35 and 36, Ames Avenue
Nantucket, Massachusetts

The **TOWN OF NANTUCKET,** a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Twenty Thousand and 00/100 Dollars ($20,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 81 voted upon at the 2013 Annual Town Meeting, a certified copy of which is attached hereto and Chapter 153 of the Acts of 2024 grants to **LORI MEINKE**, of 11 Sachem Road, Weston Connecticut 06883 (the "Grantee"), with QUITCLAIM COVENANTS, a portion of two certain parcels of land in Nantucket, Massachusetts shown as Lots 35 and 36, Ames Avenue, in Block No. 31, shown on Land Court Plan No. 2408, dated April 30, 1912 filed with the Nantucket Registry District of the Land Court containing 4,000± square feet, subject to an Order of Taking by the County of Nantucket dated November 20, 2024, of Parcel 1 of Ames Avenue, as shown on a plan entitled "Roadway Acquisition & Disposition Plan in Nantucket, Mass., of Portions of Unconstructed 'New Hampshire Avenue,' 'Massachusetts Avenue' and 'California Avenue'," prepared by Bracken Engineering, Inc, dated March 6, 2023, and recorded with Nantucket Registry of Deeds as Plan No. 2024-7, said Order of Taking being filed with the Nantucket Registry District of the Land Court as Document No. _____. The premises hereby conveyed is vacant land (the "Lots").

The Grantor's conveyance of these Lots is based in part on the Grantee's warranty and representation to the Grantor that such Lots shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 17 Ames Avenue shown on Town Assessor's Map 60.2.4 as Parcel 17, and Lots 33 and 34, Ames Avenue, previously acquired by Grantee pursuant to Deeds filed with said Registry District of the Land Court as Document No. 148429, noted on Certificate of Title No. 25668 and as Document No. 180790 noted on Certificate of Title No. 29727, respectively (collectively, the "Combined Premises"), and that no part of such Lots or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate lot or lots, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Lots hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Lots and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Lots to the Grantor, if within twenty-four (24) months of the date of this Deed, the Lots have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and filed with said

Registry District of the Land Court.

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

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

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

For Grantor's title, see Certificate of Title No. 9176 filed with the Nantucket Registry District of the Land Court.

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

EXECUTED under seal this _____ day of _____, 2024.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

_____
Brooke Mohr

_____
Matthew G. Fee

_____
Thomas M. Dixon

_____
Malcolm W. MacNab

_____
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

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

_____
Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Lori Meinke ("Buyer")
Portion of Lots 35 and 36, Ames Avenue
Nantucket, MA (Property)
November 21, 2024 (Closing Date)

Purchase Price:	**$**	**20,000.00**
Less:		
Deposit	$	1,000.00
Plus:		
Payment in Lieu of Tax Adjustment 11/21/2024-06/30/2025	$	37.91
Reimbursement of Town's Legal Fees	$	1,550.00
Net Amount Due Seller:	**$**	**20,587.91**
Checks:		
Town of Nantucket	$	20,587.91

BUYER:

Lori Meinke

SELLER: TOWN OF NANTUCKET
By its Select Board

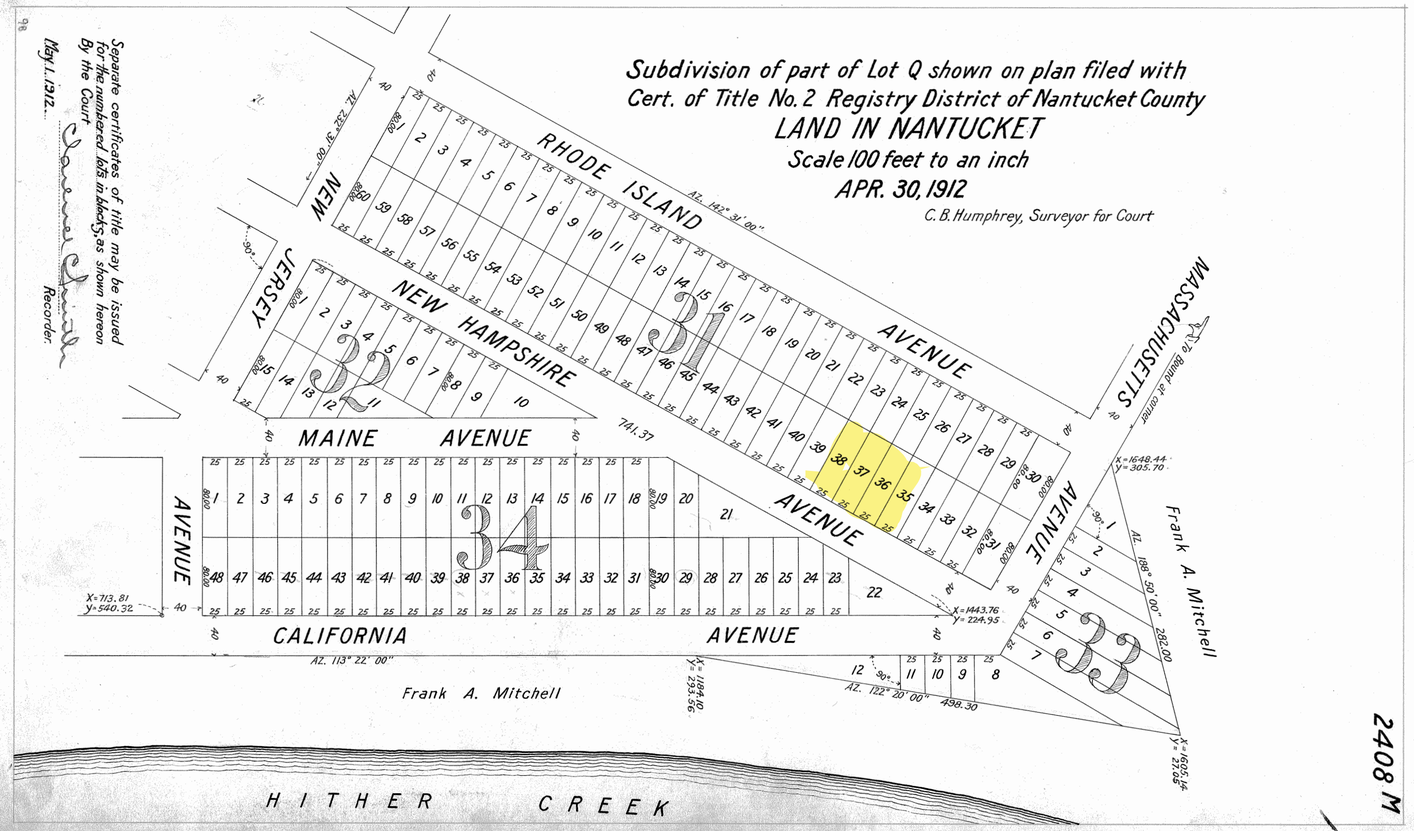
Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate


Subdivision of part of Lot Q shown on plan filed with
Cert. of Title No. 2 Registry District of Nantucket County
LAND IN NANTUCKET
Scale 100 feet to an inch
APR. 30, 1912
C. B. Humphrey, Surveyor for Court
Separate certificates of title may be issued
for the numbered lots in blocks as shown hereon
By the Court
May 1, 1912.
Recorder.
RHODE ISLAND AVENUE
NEW JERSEY
NEW HAMPSHIRE AVENUE
MAINE AVENUE
CALIFORNIA AVENUE
MASSACHUSETTS AVENUE
Frank A. Mitchell
Frank A. Mitchell
HITHER CREEK
741.37
498.30
282.00
X=713.81
Y=540.32
X=1443.76
Y=224.95
X=1648.44
Y=305.70
X=1194.10
Y=293.56
X=1695.54
Y=525.62
Az. 142° 31' 00"
Az. 113° 22' 00"
Az. 122° 20' 00"
Az. 188° 50' 00"
31
32
34
33
This plan filed with Certificate No. 66
24088M

~~Lot No. ..... on plan filed with Certificate~~
~~No. ..... and this Certificate cancelled as to such Lot~~

Nantucket Registry District
May 4, 1912
RECEIVED FOR REGISTRATION
9 O'CLOCK m. A. M.
Attest; Lamiston Bunker
Assistant Recorder

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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

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

Coastal Resilience Evaluation for 15 Ames Avenue

Coastal Resilience Recommendation: Two CRP recommendations are in close proximity to this property. #3-2 Ames Avenue Bridge Resilience and #3-4 Madaket Erosion Management Pilot and Ames Avenue Bridge Protection. #3-2 recommendation is to Maintain bridge for access to Smith's Point while protecting it from coastal erosion and flooding through dune restoration (see project 3-4). Continue maintenance and monitoring of existing Ames Avenue Bridge, with future elevation or relocation if necessary based on service population. #3-4 Dune restoration along shoreline from Madaket Road / Ames Avenue intersection to Esther's Island. Project involves natural dune construction techniques of sand and vegetation with fencing as needed. Project includes need for ongoing nourishment and maintenance of the dune at an interval determined through the design process. Both target implementation years for these projects are 2025.

Current Flooding: According to the FEMA flood map a portion of this property falls within AE9 zone and the 2% chance (Figure 1).

Figure 1. FEMA flood map for 15 Ames Ave. (blue square).

Hurricane Inundation: According to Town GIS layer this property will experience flooding during category 1-4 hurricanes (Figure 2).

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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

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

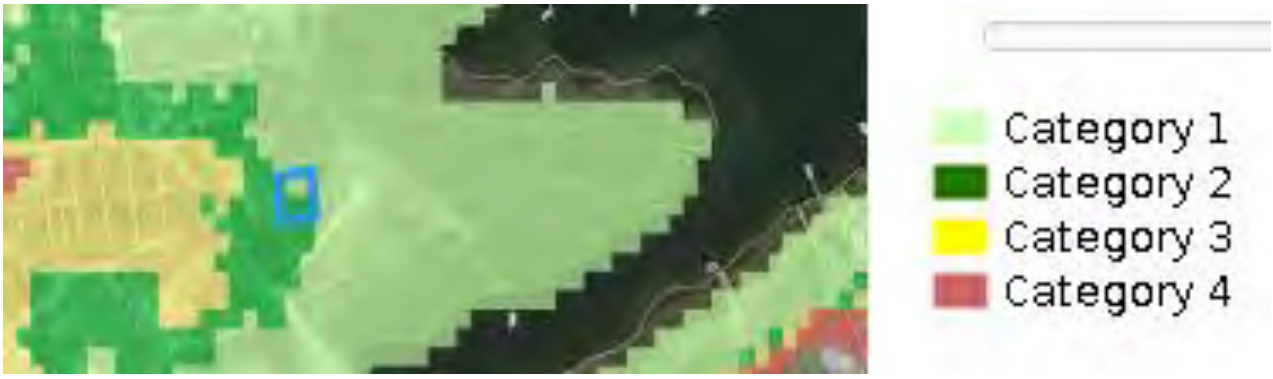


Figure 2. Hurricane inundation map for 15 Ames Ave. (blue square).

Storm Tide Pathways: According to Town GIS layer this property ranges from 9ft-11ft (Figure 3).

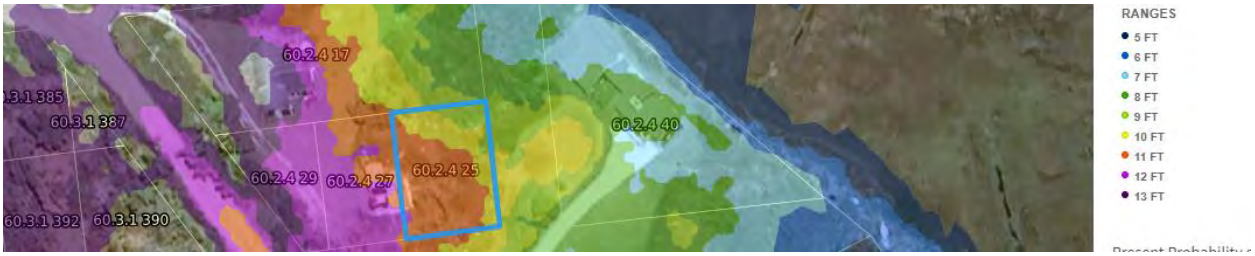


Figure 3. Map of stormtide pathways for 15 Ames Ave (blue square).

Future Coastal Flooding: According to the Massachusetts Coast Flood Risk Model there are no risks of coastal flooding to the property for 2030 (Figure 4.), 2050 (Figure 5.), or 2070 (Figure 6.). As soon as 2030, portions of this property may experience coastal flood exceedance probabilities ranging from 1% (100 year storm) to 5% (20 year storm). As soon as 2050, portions of this property may experience coastal flood exceedance probabilities ranging from 5% (20 year storm) to 20% (5 year storm). As soon as 2070, portions of this property may experience coastal flood exceedance probabilities ranging from 50% (2 year storm) to 20% (5 year storm).

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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

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508-228-7200 EXT. 7603

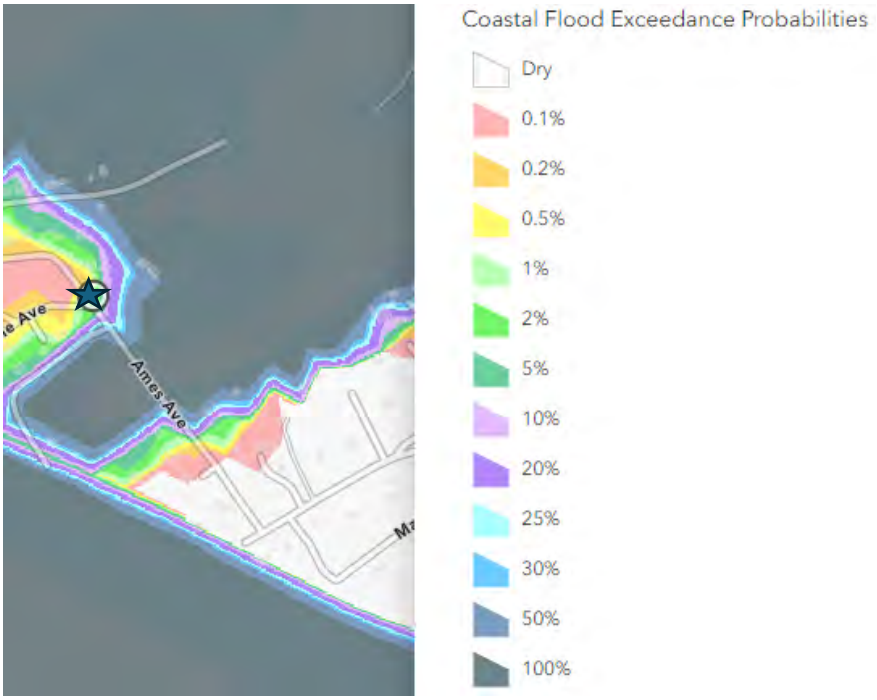

Figure 4. 2030 coastal flooding projections for 15 Ames Ave. (star) from the Massachusetts Coastal Flood Risk Model.

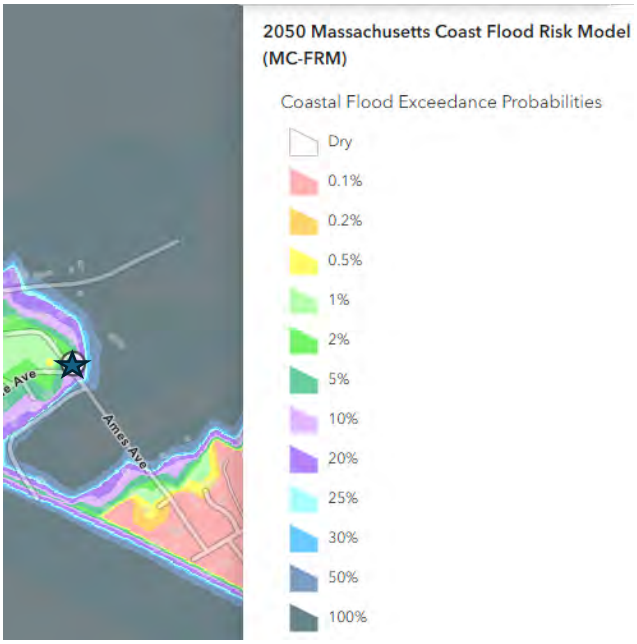

Figure 5. 2050 coastal flooding projections for 15 Ames Ave. (star) from the Massachusetts Coastal Flood Risk Model.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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

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

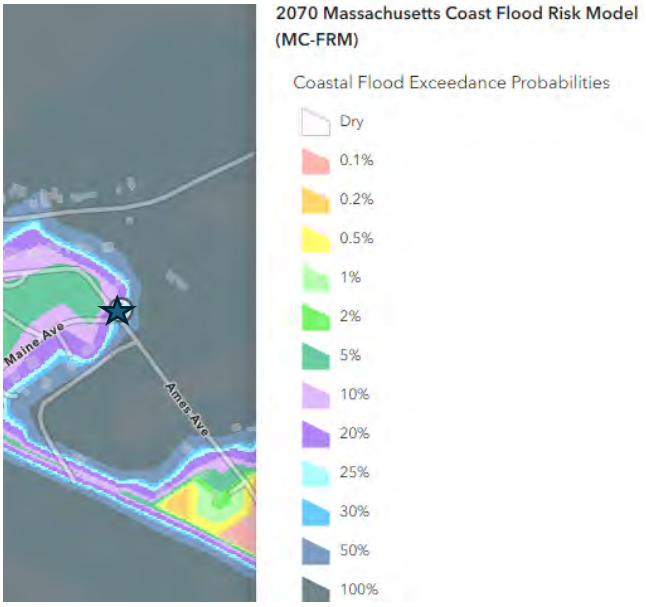

Figure 6. 2070 coastal flooding projections for 15 Ames Ave. (star) from the Massachusetts Coastal Flood Risk Model.

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

Future erosion: This property is located in a future erosion zone according to FEMA's Coastal Erosion Hazard Map. NOAA's 2012 intermediate low sea level scenario (6.43ft by 2100) was used for this map because it is almost equivalent to the 2022 NOAA high sea level rise scenario (6.66ft by 2100). The Select Board adopted NOAA's high sea level rise scenario for planning purposes. This property is within the 2100 erosion projections (Figure 7 below).

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

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508-228-7200 EXT. 7603

Figure 7. FEMA erosion projection map for 15 Ames Ave (blue star).

S 2915

Chapter 153
of the Acts of 2024

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Third General Court

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY CERTAIN PARCELS OF LAND HELD FOR CONSERVATION OR RECREATION PURPOSES.

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

SECTION 1. (a) Notwithstanding any general or special law to the contrary, the town of Nantucket may transfer, convey or otherwise dispose of all or portions of certain parcels of land located on Ames avenue for roadway or other municipal purposes. The parcels are shown as lots 35 to 38, inclusive, in block 31 on a plan of registered land recorded in the Nantucket county registry of deeds as plan 2408-M. The parcels were acquired by the town for conservation and recreation purposes by a deed recorded in said registry of deeds and registered as document number 22356, currently under the care, custody, management and control of the conservation commission, and shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Home Rule Petition: Real Estate Conveyance A Portion of Ames Avenue" dated January 2022 and filed in the office of the town clerk.

(b) As a condition of any disposition pursuant to subsection (a), the town shall transfer to the care, custody, management and control of the conservation commission land that shall be of equal or greater acreage and natural resource value as the land disposed of pursuant to said subsection (a); provided, however, that such land shall be dedicated for conservation and recreation purposes.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, July 31, 2024.

Passed to be enacted, Speaker.

In Senate, July 31, 2024.

Passed to be enacted, , President.

August 7, 2024.

Approved,

at 3 o'clock and 34 minutes, P. M.

Governor.

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

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

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

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

May 2, 2022

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the May 2, 2022 ANNUAL TOWN MEETING adopted **Article 95** at the May 2, 2022 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 95
(Home Rule Petition: Real Estate Conveyance - A Portion of Ames Avenue)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR

RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

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

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes, to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M;

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land to satisfy the "no net loss policy" of the Executive Office of Energy and Environmental Affairs, all as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

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

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes, to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M;

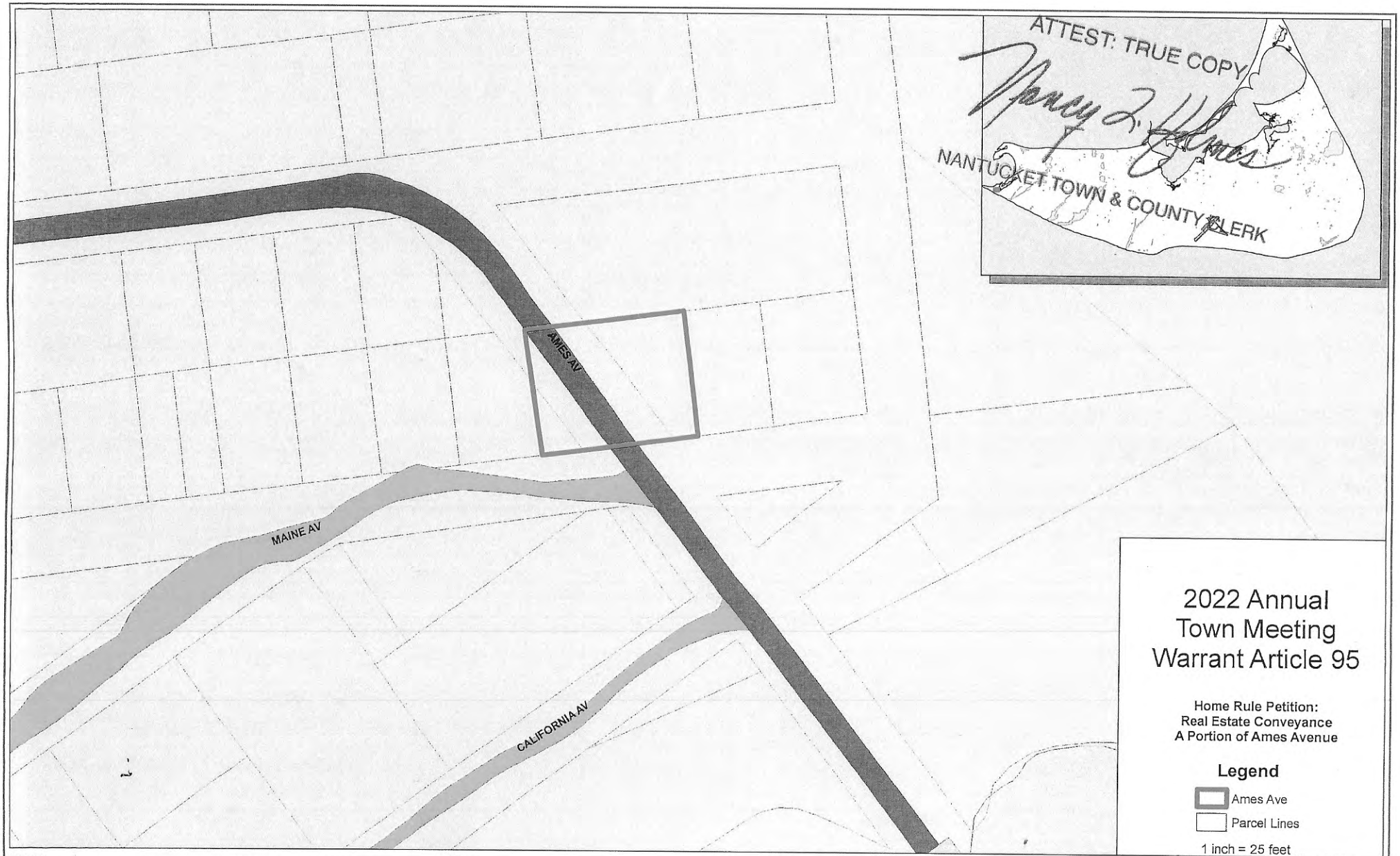
Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land to satisfy the "no net loss policy" of the Executive Office of Energy and Environmental Affairs, all as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

VOTE: The vote on the motion pursuant to Article 95, as moved by the Finance Committee, was Yes: 739, No: 39 The motion was adopted.

Nancy L. Holmes, CMC
Town & County Clerk

ATTEST: TRUE COPY
NANTUCKET TOWN & COUNTY CLERK



2022 Annual Town Meeting Warrant Article 95

Home Rule Petition:
Real Estate Conveyance
A Portion of Ames Avenue

Legend

Ames Ave

Parcel Lines

1 inch = 25 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class I Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

Town of Nantucket - GIS Mapsheet

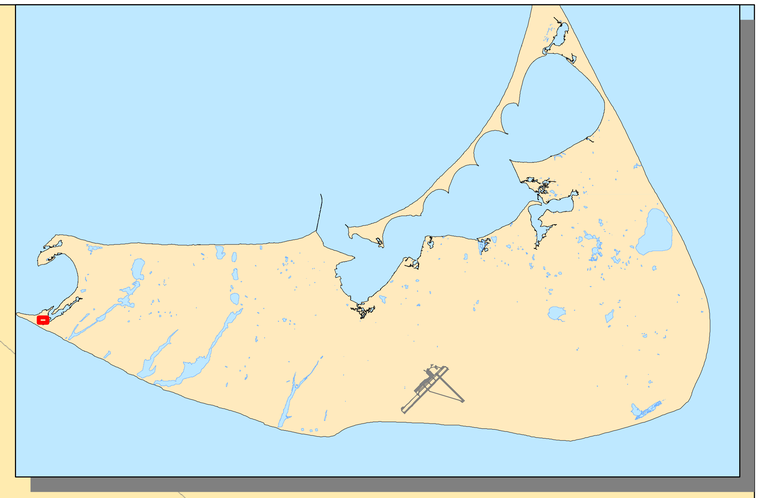
Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements.

The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

January, 2022

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554



AMES AV

MAINE AV

CALIFORNIA AV

2022 Annual Town Meeting Warrant Article 95

Home Rule Petition:
Real Estate Conveyance
A Portion of Ames Avenue

Legend

Ames Ave

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January, 2022

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GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

FY26 Preliminary Capital Improvement Plan Update

Select Board

November 20, 2024

Agenda

1. Capital Plan Update - Status
2. FY26 General Fund and Enterprise Fund Preliminary Requests
3. General Fund and Enterprise Fund Out Year Capital Improvement Plan
4. Unknowns in Capital Improvement Plan
5. Next Steps
6. Discussion and Questions

Capital Plan Update - Status

- Refinements to General Fund and Enterprise Fund requests continue
- Capital Program Committee wrapping up its initial reviews by end of month
- Town Manager review of prior year projects with departments
- Continued enhancements to software
- Goal to incorporate CIP in OpenGov and Budget Message for future years

FY26 General Fund: Town Administration

Town Administration	
Project Name	**FY26**
Continuation of Town-wide Document Management System (Phase 3 PLUS)	$ 500,000
Per-and Polyfluoralkyl Substances (PFAS)	$ 1,000,000
Town Administration Total	**$ 1,500,000**

Housing	
Project Name	**FY26**
Town Employee Housing: Design and Construction	$ 14,000,000
Housing Total	**$ 14,000,000**

FY26 General Fund: Information Technology

IS/GIS		
Project Name		**FY26**
Town Computer Annual Replacements	$	100,000
Virtual Server Environment Upgrade	$	500,000
IS/GIS Total	**$**	**600,000**

FY26 General Fund: Public Safety

Fire Department		
Project Name		**FY26**
Fire Prevention Vehicle Replacement	$	76,000
Apparatus Bay Heating System Installation	$	280,000
Fire Department Total	**$**	**356,000**

Police Department		
Project Name		**FY26**
Public Safety Building Lighting Controls System Replacement	$	200,000
Seasonal Dorm Buildings Roof Replacements (Loran)	$	1,025,000
Police Department Total	**$**	**1,225,000**

FY26 General Fund: Natural Resources

Natural Resources		
Project Name		**FY26**
Coastal Resiliency	$	1,000,000
Downtown Neighborhood Flood Barrier Design (Phase 1)	$	2,415,000
Sesachacha Pond Living Shoreline Construction	$	5,120,000
Climate Action Plan/Sustainability Framework	$	500,000
Baseline Environmental Data Program	$	500,000
Brant Point Hatchery Deck and Pier Adaptation and Repair (Phase 1)	$	250,000
Sesachacha Pond Watershed Nutrient Loading and Groundwater Mapping	$	350,000
Natural Resources Total	**$**	**10,135,000**

FY26 General Fund: Public Works

DPW - Central Fleet		
Project Name		**FY26**
Replacement of (2) Vehicles (Finance/Assessor)	$	100,000
NEW: Ford E-Transit Van Purchase (Facilities)	$	73,000
Front-end Loader Replacement (DPW)	$	282,000
10-Wheeler Dump Truck Replacement (DPW)	$	375,000
DPW - Central Fleet Total	**$**	**830,000**

DPW - Facilities		
Project Name		**FY26**
New DPW Facility: Design (supplemental funding)	$	1,500,000
Town-wide Municipal Facilities Improvements	$	5,500,000
New DPW Facility: Construction	$	80,000,000
DPW - Facilities Total	**$**	**87,000,000**

General Fund: Public Works (cont.)

DPW - Parks

Project Name		FY26
Natural Turf Care Equipment Replacement	$	96,000
DPW - Parks Total	**$**	**96,000**

DPW - Transportation

Project Name		FY26
Annual Sidewalk Improvement Plan	$	1,200,000
Annual Island-Wide Road Improvements	$	2,000,000
Annual Multi-Use Path Maintenance	$	1,000,000
Annual Cobblestone Improvements	$	550,000
Tom Nevers Multi-Use Path: Construction (supplemental funding)	$	6,853,706
Pleasant St (Five Corners to Roundabout) & Williams Ln Complete Streets: Design	$	1,911,650
DPW - Transportation Total	**$**	**13,515,356**

FY26 General Fund: School

School Department		
Project Name		**FY26**
IT Infrastructure & Equipment	$	609,000
NPS Building Improvements	$	450,000
Security Camera System Replacement	$	550,000
Campus-wide Safety and Security Improvements	$	150,000
NES Vestibule Project	$	270,000
School Department Total	**$**	**2,029,000**

FY26 General Fund – Our Island Home

Our Island Home		
Project Name		**FY26**
Our Island Home New Facility Construction	$	96,000,000
Our Island Home Total	**$**	**96,000,000**

FY26 General Fund: Summary

Preliminary FY26 Requests: $229,300,356 *(*includes New OIH construction)*

FY25 Approved Requests: $32,224,858

FY26 includes:

- Construction of New Our Island Home - $96 million
- Construction of New DPW Facility - $80 million (*STM 2025)
- Town Employee Housing: Design and Construction - $14 million

FY26 Proposed Debt Exclusions

Project	Amount
Our Island Home Construction - ATM 2025	$ 96,000,000
Town Employee Housing Design & Construction - ATM 2025	$ 14,000,000
Tom Nevers Multi-Use Path (Supplemental Funding) - ATM 2025	$ 6,853,706
DPW Facility Construction - STM 2025	$ 80,000,000
Total	**$196,853,706**

Potential Future Debt Exclusions*

Project	Plan Connection	Amount
Parks and Recs Master Plan Implementation	Parks and Rec Master Plan	$ 10,000,000
Sesachacha Pond Living Shoreline Construction	Hazard Mitigation	$ 10,000,000
Steamboat Wharf Resilience	Coastal Resilience Plan	$ 120,000,000
Baxter Road Relocation	Coastal Resilience Plan	$ 36,000,000
Madaket Road Raising and Bridge Conversion	Coastal Resilience Plan	$ 40,000,000
NPS - New Middle School	School Master Plan	$ 85,000,000
New Senior Center Design & Construction	Strategic Plan	$ 39,500,000
Central Municipal Building	Strategic Plan	$ 56,000,000
Somerset Needs Area Sewer Extension	CWMP	$ 32,900,000
Hummock Pond North Needs Area Sewer Extension	CWMP	$ 21,000,000
Hummock Pond South Needs Area Sewer Extension	CWMP	$ 25,000,000
Total		**$ 475,400,000**

*Amounts are not current

* Years are uncertain

FY26 Enterprise Fund - Airport

Airport		
Project Name		**FY26**
AIP: Terminal Improvements (Supplemental Funding)	$	1
Groundwater & Soil Investigation/PFAS-Phase III (supplemental funding)	$	3,680,000
Paint and Beads & Rubber & Markings Removal	$	1,000,000
Employee Housing - Phase 2 (supplemental funding)	$	6,000,000
ARFF Truck Airport 3 Replacement	$	1,450,000
Airport Rescue and Firefighting (ARFF) Building Rehabilitation	$	5,400,000
New Hardstands - Gates 1 and 2A	$	500,000
New GSE Storage Facility	$	4,100,000
South Apron Noise Barrier	$	5,000,000
Triturator Upgrade	$	500,000
FBO Ground Support Equipment (GSE)	$	1,530,000
Airport Total	**$**	**29,160,001**

FY26 Enterprise Fund – Sewer

Sewer	
Project Name	**FY26**
Continuation of the Capacity, Management, Operation and Maintenance (CMOM) Plan (Phase 9)	$ 2,000,000
Somerset Needs Area Sewer Design (supplemental funding)	$ 3,400,000
Sconset WWTF Clarifier Replacement - Phase 1 Design	$ 200,000
Sewer Total	**$ 5,600,000**

FY26 Enterprise Fund – Solid Waste

Solid Waste		
Project Name		**FY26**
Composter Aeration Building Siding and Roof Replacement/Repair	$	400,000
Composter Tip Building Siding and Roof Replacement/Repairs	$	275,000
Composter Bio-Filter Building Improvements	$	600,000
Composter Tip Building Ram Feed System Repairs	$	500,000
Composter Aeration and Tip Buildings: New Conveyor System	$	600,000
NEW: Security Cameras	$	50,000
Solid Waste Total	**$**	**2,425,000**

FY26 Enterprise Fund: Water

Water	
Project Name	**FY26**
Distribution System Improvements	$ 4,700,000
Water Department Total	**$ 4,700,000**

FY26 Enterprise Fund: Summary

FY26 Preliminary Requests: $41,885,000

FY25 Approved Requests: $38,123,725

FY26 includes:

- Airport Employee Housing Phase II (2 additional units) - $6 million
- ARFF Station Repairs and Improvements - $5.4 million
- South Apron Noise Barrier - $5 million
- Water Distribution System Improvements - $4.7 million
- Somerset Needs Area Sewer Design (supplemental funding) - $3.4 million

General Fund Out Years
Fiscal Years 2027 - 2035

General Fund: Town Administration Out Years

Town Administration

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Central Municipal Building	$ -	$ -	$-	$ -	$ 6,000,000	$ 50,000,000	$-	$-	$-	$ 56,000,000
Continutation of Town-wide Document Management System (Phase 4*)	$ 500,000	$ -	$-	$ -	$ -	$ -	$-	$-	$-	$ 500,000
New Senior Center Design & Construction	$ 3,500,000	$ 36,000,000	$-	$ -	$ -	$ -	$-	$-	$-	$ 39,500,000
Per-and Polyfluoralkyl Substances (PFAS)	$ 500,000	$ 500,000	$-	$ -	$ -	$ -	$-	$-	$-	$ 1,000,000
Town Administration Total	**$ 4,500,000**	**$ 36,500,000**	**$-**	**$ -**	**$ 6,000,000**	**$ 50,000,000**	**$-**	**$-**	**$-**	**$ 97,000,000**

* Departments remaining: Town Administration, Public Works, Finance, HR and Town Clerk

General Fund: Information Technology Out Years

IS/GIS

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Maintain Network Infrastructure	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 450,000
Server Virtualization and Maintenance	$ 75,000	$ -	$ 75,000	$ -	$ 75,000	$ -	$ 75,000	$ -	$ 75,000	$ 375,000
Town Computer Annual Replacements	$ 80,000	$ 84,000	$ 88,000	$ 93,000	$ 97,000	$ 102,000	$ 107,000	$ 112,000	$ 117,000	$ 880,000
GIS Digital Imaging Updates	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 600,000
IS/GIS Total	**$ 505,000**	**$ 134,000**	**$ 213,000**	**$ 143,000**	**$ 222,000**	**$ 152,000**	**$ 532,000**	**$ 162,000**	**$ 242,000**	**$ 2,305,000**

General Fund: Public Safety Out Years

Fire Department

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Ambulance 1*	$ -	$ -	$ 410,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 410,000
Fire Department Staff Vehicle (replacement)	$ -	$ 85,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 85,000
Ambulance 2 Replacement*	$ 405,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 405,000
Fire Department Staff Vehicle F-250 (replacement)	$ -	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,000
Engine 3 Replacement	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Ambulance 4 Replacement*	$ -	$ -	$ -	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000
Fire Department Total	**$ 1,405,000**	**$ 140,000**	**$ 410,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,555,000**

*Ambulance Reserve Fund

Police Department

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Replacement of Duty Firearms	$ -	$ -	$ -	$ 83,500	$ -	$ -	$ -	$ -	$ -	$ 83,500
Police Body Worn & Vehicle Camera System (replacement)	$ -	$ 113,643	$ 113,643	$ 113,643	$ 113,643	$ 113,643	$ -	$ -	$ -	$ 568,215
Public Safety Building Maintenance (primarily painting)	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000
Police Department Total	**$ -**	**$ 113,643**	**$ 313,643**	**$ 197,143**	**$ 113,643**	**$ 113,643**	**$ -**	**$ -**	**$ -**	**$ 851,715**

Grand Total	**$ 1,405,000**	**$ 253,643**	**$ 723,643**	**$ 197,143**	**$ 713,643**	**$ 113,643**	**$ -**	**$ -**	**$ -**	**$ 3,406,715**

General Fund: Natural Resources Out Years

Natural Resources

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Coastal Resiliency	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 9,000,000
Madaket/Long Pond Shoreline/Roadway Hardening (#F14)	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000
Madaket/Long Pond Shoreline/Roadway Hardening (#F15)	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000
Steamboat Wharf Resilience	$ -	$ -	$ -	$ 120,000,000						$ 120,000,000
Sesachacha Pond Living Shoreline Construction (supplemental funding)	$ -	$ -	$ 10,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000,000
Dredge Plan Implementation/Maintenance Dredging	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 8,000,000
Baseline Environmental Data Program	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Sesachacha Pond Watershed Nutrient Loading and Groundwater Mapping	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000
Natural Resources Total	**$ 4,200,000**	**$ 3,500,000**	**$ 13,000,000**	**$ 123,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 148,700,000**

General Fund: Public Works Out Years

DPW - Parks

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Nobadeer Field Improvements (Artificial Turf Replacement)	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000
Parks and Recreation Master Plan	$ 10,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000,000
Tom Nevers Softball Field Fencing Installation	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 75,000
Delta Fields Fence Installation	$ 93,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 93,500
DPW - Parks Total	**$ 10,168,500**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,418,500**

DPW - Transportation

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Sidewalk Improvement Plan	$ 1,230,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,350,000	$ 1,400,000	$ 1,450,000	$ 1,500,000	$ 12,130,000
Island-Wide Road Improvements	$ 3,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 3,000,000	$ 3,000,000	$ 25,250,000
Massasoit Bridge Redesign w/Construction	$ 1,000,000	$ -	$ -	$ -	$ -					$ 1,000,000
Multi-Use Path Maintenance	$ 1,070,000	$ 1,100,000	$ 1,130,000	$ 1,160,000	$ 1,190,000	$ 1,230,000	$ 1,260,000	$ 1,290,000	$ 1,330,000	$ 10,760,000
Cobblestone Improvements	$ 600,000	$ 620,000	$ 640,000	$ 660,000	$ 680,000	$ 700,000	$ 725,000	$ 750,000	$ 800,000	$ 6,175,000
Main Street Sidewalk Reconstruction: South Side	$ 1,600,000	$ -	$ -	$ -	$ -					$ 1,600,000
Madaket Road Raising and Bridge Conversion	$ -	$ -	$ -	$ 40,000,000	$ -					$ 40,000,000
Four Corners Intersection Improvement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,422,299	$ 4,422,299
DPW - Transportation Total	**$ 9,000,000**	**$ 5,520,000**	**$ 5,570,000**	**$ 45,620,000**	**$ 5,920,000**	**$ 6,030,000**	**$ 6,135,000**	**$ 6,490,000**	**$ 11,052,299**	**$ 101,337,299**

Public Works

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Earthquake Study (#EQ2)	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Washington Street Parking Lot Reconstruction	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000
Public Works Total	**$ 2,050,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,050,000**

GRAND TOTAL	**$ 21,218,500**	**$ 5,770,000**	**$ 5,570,000**	**$ 45,620,000**	**$ 5,920,000**	**$ 6,030,000**	**$ 6,135,000**	**$ 6,490,000**	**$ 11,052,299**	**$ 113,805,799**

General Fund: School Out Years

School Department

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Bobcat Replacement	$ -	$ -	$ -	$ -	$ -	$ 80,000	$ -	$ -	$ -	$ 80,000
IT Infrastructure & Equipment	$ 270,000	$ 50,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 420,000
NPS Roof Replacements	$ 250,000	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000
Grounds Equipment	$ 75,000	$ -	$ -	$ 85,000	$ -	$ -	$ -	$ -	$ -	$ 160,000
Campus-wide Improvements	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ -	$ -	$ -	$ -	$ 3,750,000
NPS Building Improvements	$ 500,000	$ 500,000	$ 5,000,000	$ 500,000	$ 550,000	$ 550,000	$ -	$ -	$ -	$ 7,600,000
NHS Outdoor Basketball Court Hoops	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,000
NPS - New Middle School	$ -	$ -	$ -	$ -	$ -	$ 85,000,000	$ -	$ -	$ -	$ 85,000,000
School Department Total	**$ 1,935,000**	**$ 1,300,000**	**$ 6,100,000**	**$ 1,335,000**	**$ 1,300,000**	**$ 85,630,000**	**$ -**	**$ -**	**$ -**	**$ 97,600,000**

Enterprise Fund Out Years
Fiscal Years 2027 - 2035

Enterprise Fund – Airport Out Years

Airport

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Nantucket Operations and ARFF	$ 75,000	$ -	$ 200,000	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ 365,000
Maintenance/Equipment/Vehicle Purchases	$ -	$ 170,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 170,000
IT and Equipment Upgrades	$ -	$ 115,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 115,000
AIP Projects-Outyears	$ 100,000	$ 94,000,000	$ 10,400,000	$ 26,450,000	$ 28,900,000	$ 14,400,000	$ 26,750,000	$ -	$ -	$ 201,000,000
Snow Removal Equipment Building Expansion	$ 8,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,500,000
Infrastructure Outyears Placeholder	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ -	$ -	$ -	$ 1,500,000
Airport Total	**$ 8,675,000**	**$ 94,285,000**	**$ 10,600,000**	**$ 26,540,000**	**$ 28,900,000**	**$ 15,900,000**	**$ 26,750,000**	**$ -**	**$ -**	**$ 211,650,000**

Enterprise Fund – Sewer & Stormwater Out Years

Sewer

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Surfside WWTF Membrane Upgrades (Supplemental Funding)	$ -	$ -	$ -	$ -	$ 3,600,000	$ -	$ -	$ -	$ -	$ 3,600,000
Airport Rd Pump Station Upgrades (supplemental funding)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000
Ford F 650 Dump Truck	$ -	$ -	$ -	$ -	$ 125,000	$ -	$ -	$ -	$ -	$ 125,000
Capacity, Management, Operation and Maintenance (CMOM)	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 18,000,000
Somerset Needs Area Sewer Design: Construction	$ 32,900,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,900,000
SiaSconset Area Sewer Redesign and Reconstruction	$ 12,100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,100,000
Surfside Maintenance and Administration Facility (Supplemental Funding)	$ 5,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,500,000
Miacomet Area Sewers Extension	$ -	$ 900,000	$ 8,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,400,000
PFAS Removal and Treatment (supplemental funding)	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
Hummock Pond Area South Sewer Extension	$ -	$ -	$ 5,000,000	$ 20,000,000	$ -	$ -	$ -	$ -	$ -	$ 25,000,000
Upgrade & Replacement of SCADA and PLCs	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000
NEW: (2) Small to Mid-size Pickup Trucks	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000
Cato Lane Pump Station Upgrades - Phase 1	$ 1,750,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000
Second Centrifuge Replacement - Phase 1	$ 200,000	$ 3,800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000
'Sconset Clarifier Replacement - Phase 1 Design	$ 3,300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000
'Sconset Solar System Purchase	$ -	$ 50,000	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 550,000
Surfside Solar System	$ -	$ 100,000	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 700,000
Sewer Total	**$ 63,050,000**	**$ 6,850,000**	**$ 16,600,000**	**$ 22,000,000**	**$ 5,725,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 122,225,000**

Stormwater

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Capacity, Management, Operation and Maintenance (CMOM) (Phases 2-9)	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 18,000,000
Stormwater Total	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**	**$ 18,000,000**
GRAND TOTAL	**$ 65,050,000**	**$ 8,850,000**	**$ 18,600,000**	**$ 24,000,000**	**$ 7,725,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 140,225,000**

Enterprise Fund – Solid Waste Out Years

Solid Waste

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Smart compacter waste receptacles	$ -	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
Solid Waste Total	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**

Enterprise Fund: Water Out Years

Water

Project Name	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	TOTAL
Water Tank Recoating	$ -	$ -	$ -	$ -	$ -	$ 7,000,000	$ -	$ -	$ -	$ 7,000,000
Water Department Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,000,000**	**$ -**	**$ -**	**$ -**	**$ 7,000,000**

Unknowns with Potential CIP Impact

- Scope of PFAS Remediation
- Coastal Resiliency Advisory Committee Recommendations
- Parks and Recreation Master Plan - possible revisions due to Coastal Resiliency Plan and other Town Priorities
- Inflationary Impacts on Out Year Projects

Next Steps

- Complete Capital Program Committee Review
- Finalize Funding Recommendations
- Select Board and Finance Committee Review of Capital Program Committee's Recommendations

Conclusion

Discussion and Questions

Contact Information:

Brian Turbitt, Finance Director bturbitt@nantucket-ma.gov

Susan Carmel, Assistant Finance Director scarmel@nantucket-ma.gov

Major Capital Projects
Debt and Tax Impacts

Select Board
November 20, 2024

Agenda

1. FY26 Potential Debt Exclusions
2. Out-year Potential Debt Exclusions
3. Current General Fund Debt Profile
4. Projected General Fund Debt Profile
5. Assumptions

FY26 Potential Debt Exclusions

Project	Amount
Our Island Home - ATM 2025	$ 96,000,000
Town Employee Housing Design & Construction - ATM 2025	$ 14,000,000
Tom Nevers Multi-Use Path (Supplemental Funding) - ATM 2025	$ 6,853,706
DPW Facility Construction - STM 2025	$ 80,000,000
Total	**$196,853,706**

Potential Out-year Debt Exclusions

Project	Plan Connection	Amount
Parks and Recs Master Plan Implementation	Parks and Rec Master Plan	$ 10,000,000
Sesachacha Pond Living Shoreline Construction	Hazard Mitigation	$ 10,000,000
Steamboat Wharf Resilience	Coastal Resilience Plan	$ 120,000,000
Baxter Road Relocation	Coastal Resilience Plan	$ 36,000,000
NPS - New Middle School	School Master Plan	$ 85,000,000
New Senior Center Design & Construction	Strategic Plan	$ 39,500,000
Central Municipal Building	Strategic Plan	$ 56,000,000
Somerset Needs Area Sewer Extension	CWMP	$ 32,900,000
Hummock Pond North Needs Area Sewer Extension	CWMP	$ 21,000,000
Hummock Pond South Needs Area Sewer Extension	CWMP	$ 25,000,000
Total		**$ 435,400,000**

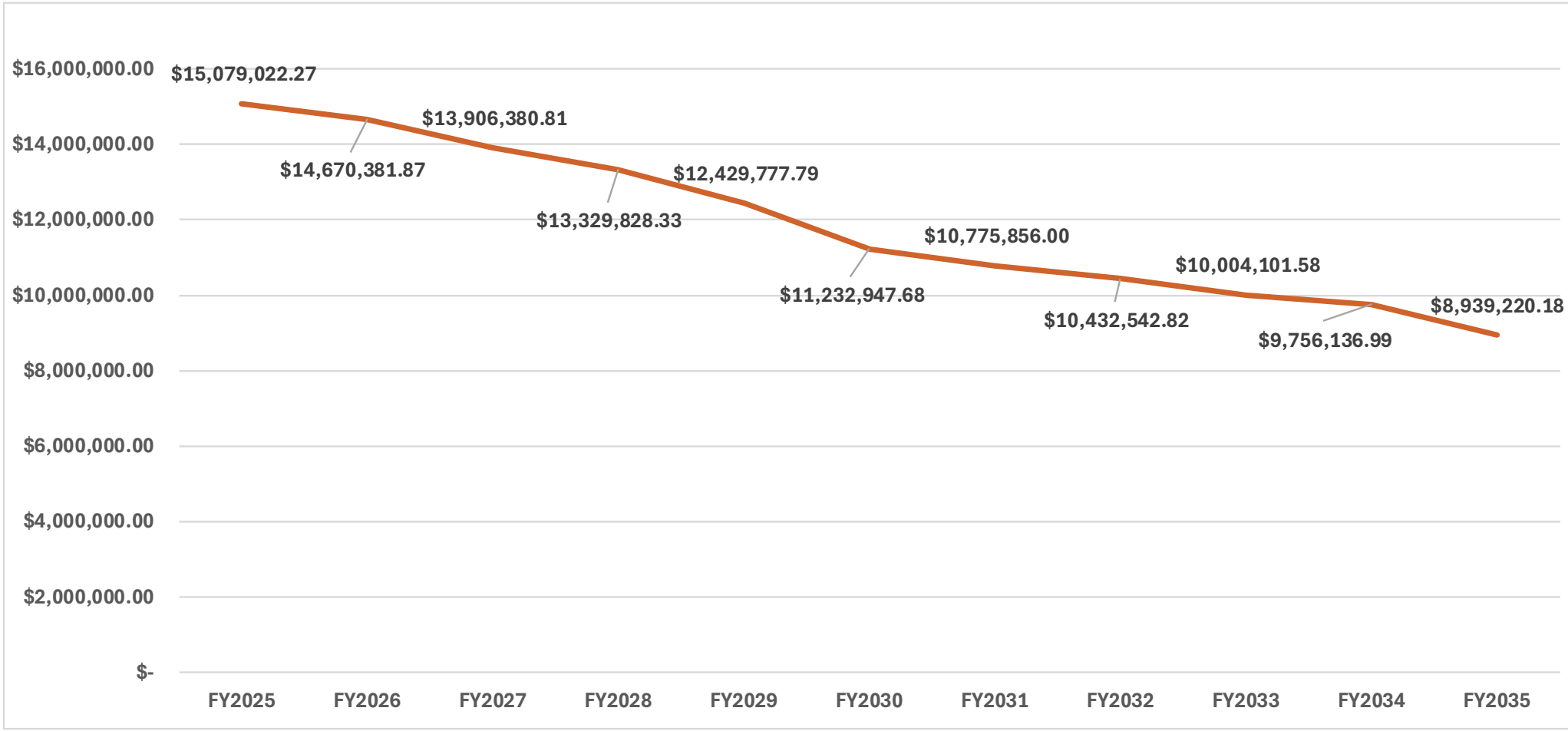
General Fund Debt Profile

- Town General Fund Debt Currently stands at $174,751,821 as of June 30, 2024
- Debt is both within Proposition 2 ½ and excluded from the limits of Proposition 2 ½

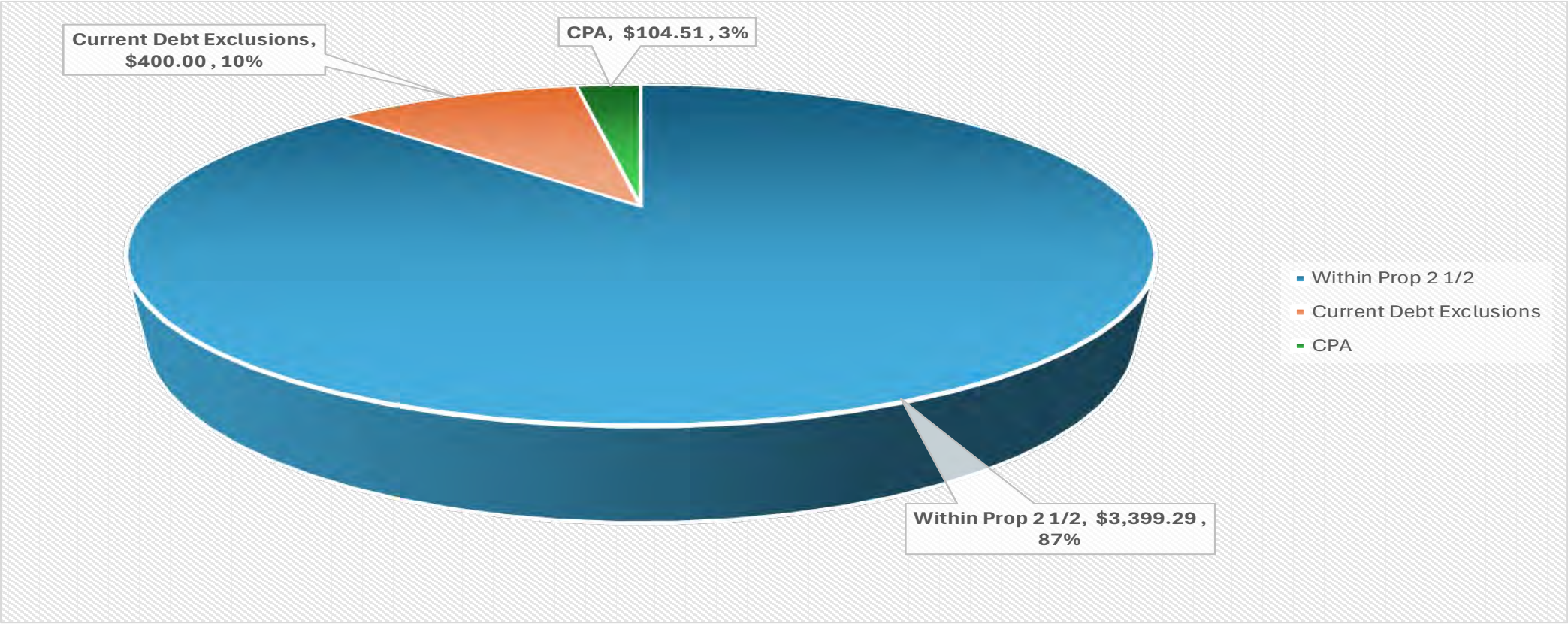
Within Proposition 2 ½	$ 27,701,420
Excluded from Proposition 2 ½	$147,050,401
Total	$174,751,821

- At the end of FY35, 71% of the current debt service will have been paid
- Current Debt is completely retired in year 2044

General Fund Debt Profile
Debt Payments FY2025 – FY2035



FY 2025 Estimated Tax Bill



In this illustration the estimated total tax bill is $3,903.80

Estimated tax bill is calculated based on the average assessed value of a year-round single-family home that is receiving the residential exemption. The assessed value used in this illustration was calculated using the average year-round single-family home assessed value of $2,012,976 less the residential exemption of $799,150. The assessed value used in the examples was $1,213,826

Debt Projection Assumptions

- Assessed valuations are the FY24 values as certified by the Bureau of Local Assessment
- No change to the residential exemption (currently at 25%)
- Debt is amortized over 25 years
- Debt is calculated at 4.50% interest*

* Rate is a conservative estimate for illustration purposes only, the town at time of borrowing does expect to borrow at a more favorable rate

General Fund Debt Profile Including New Debt

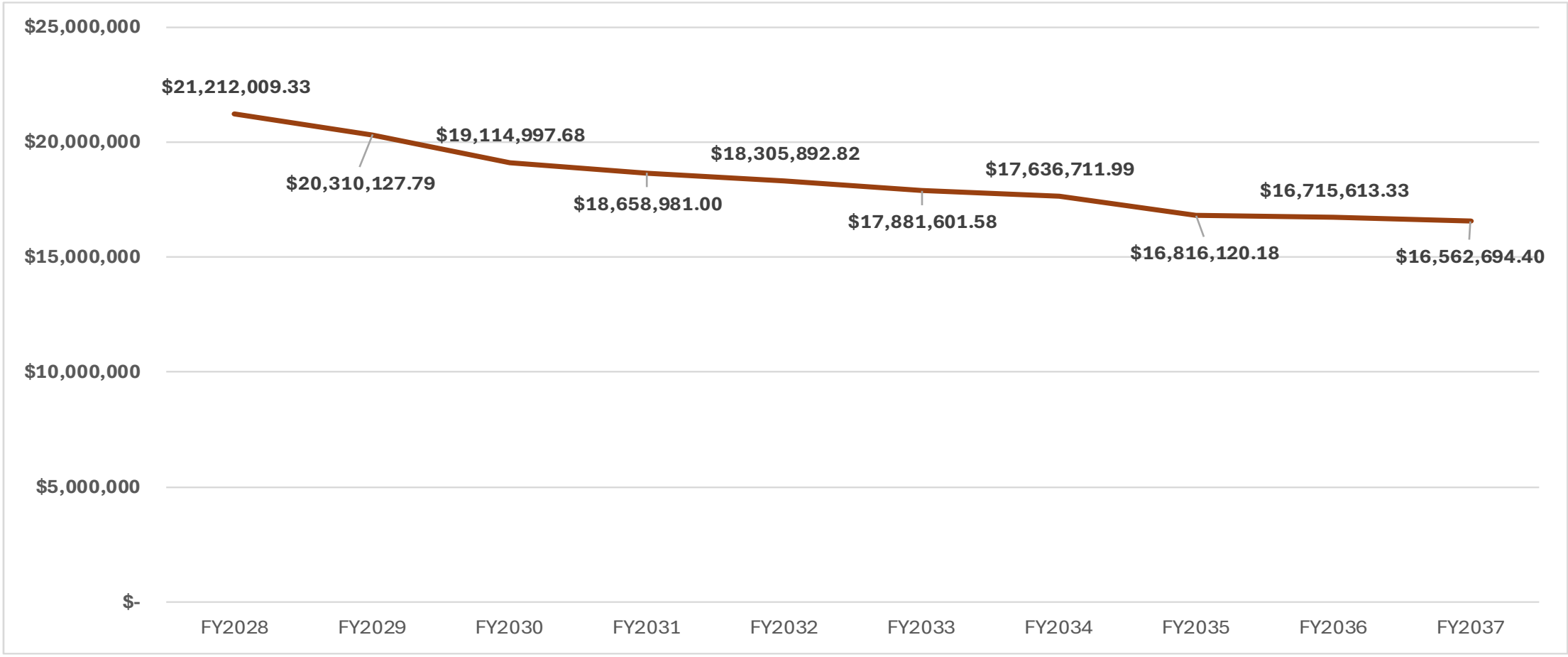
- Town General Fund Debt including 3* potential new debt excluded projects is estimated to be $328,103,292 as of June 30, 2027

- Debt is both within Proposition 2 ½ and excluded from the limits of Proposition 2 ½:

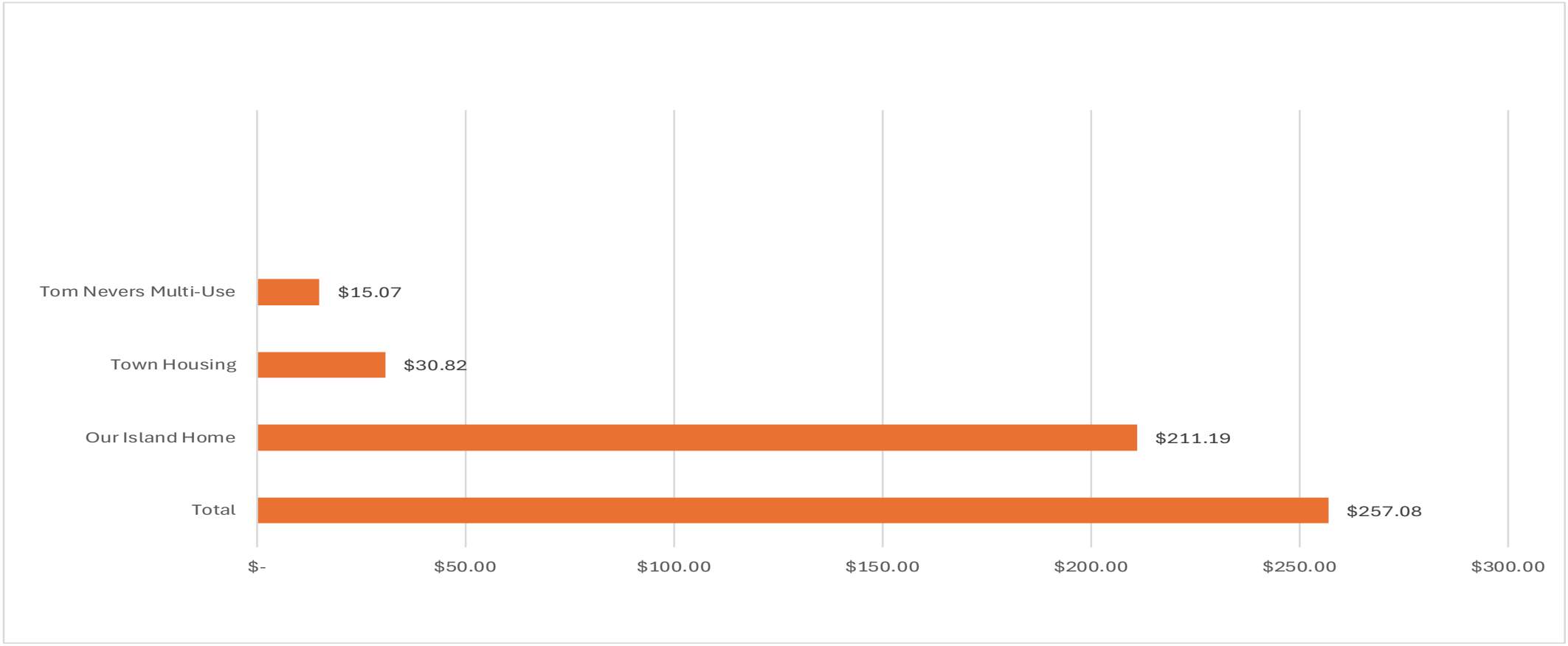
	Proposed	Current
Within Proposition 2 ½	$ 19,454,426	$ 19,454,426
Excluded from Proposition 2 ½	$308,648,866	$111,641,610
Total	$328,103,292	$131,096,036

*Projects include Our Island Home, Town Employee Housing and Tom Nevers Bike Path

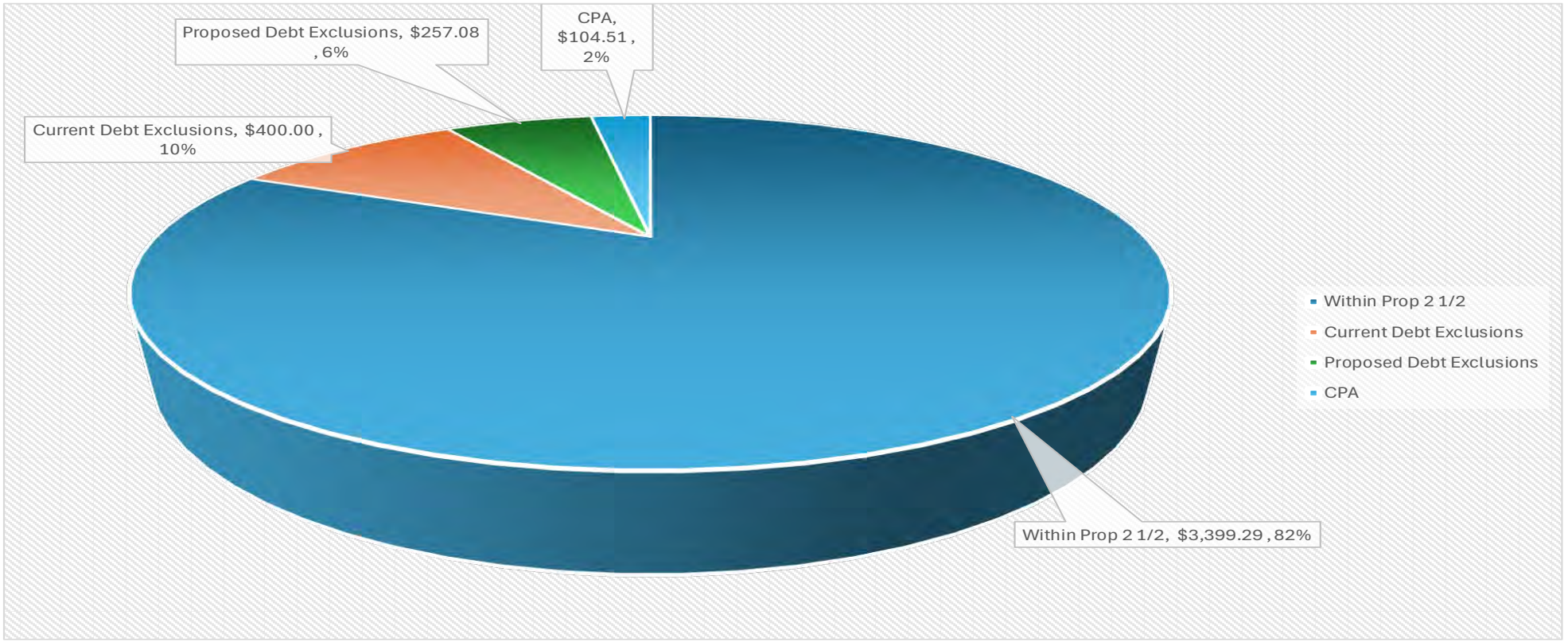
General Fund Debt Profile
Payments FY 2028 – FY2037
(including potential new debt)



Proposed Projects Estimated Tax Impacts (FY28)



Projected Tax Impacts on FY2028 Tax Bill*



In this illustration the estimated total tax bill is $4,160.87

Estimated tax bill is calculated based on the average assessed value of a year-round single-family home that is receiving the residential exemption. The assessed value used in this illustration was calculated using the average year-round single-family home assessed value of $2,012,976 less the residential exemption of $799,150. The assessed value used in the examples was $1,213,826

*Assumes three proposed projects are approved

General Fund Debt Profile Including New Debt

(includes 3 prior projects and DPW)

- Town General Fund Debt including the potential addition of the Public Works Facility is estimated to be $439,299,110* as of June 30, 2028

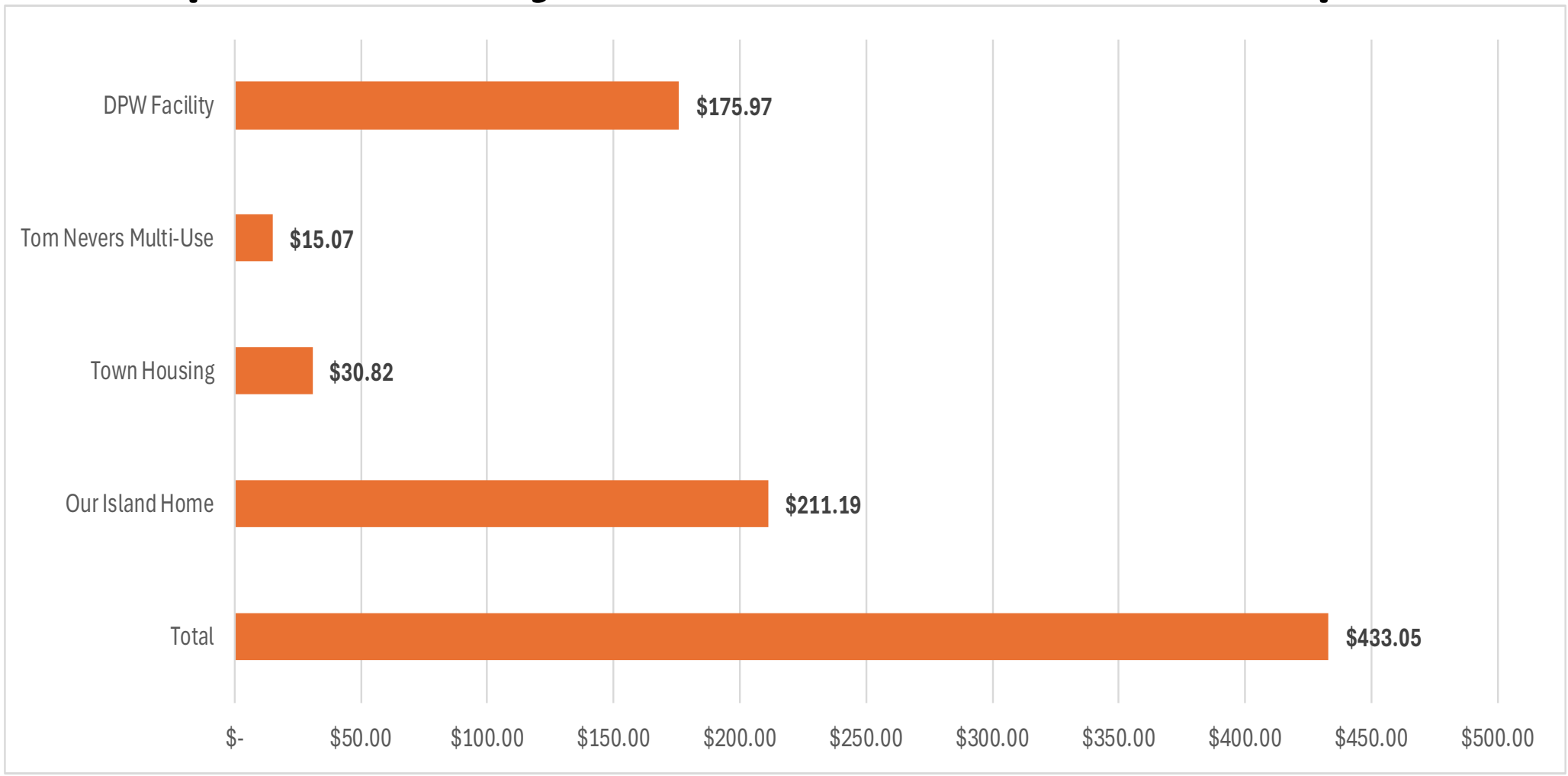
- Debt is both within proposition 2 ½ and excluded from the limits of proposition 2 ½:

With-in Proposition 2 ½	$ 16,981,378
Excluded from Proposition 2 ½	$422,317,732
Total	$439,299,110

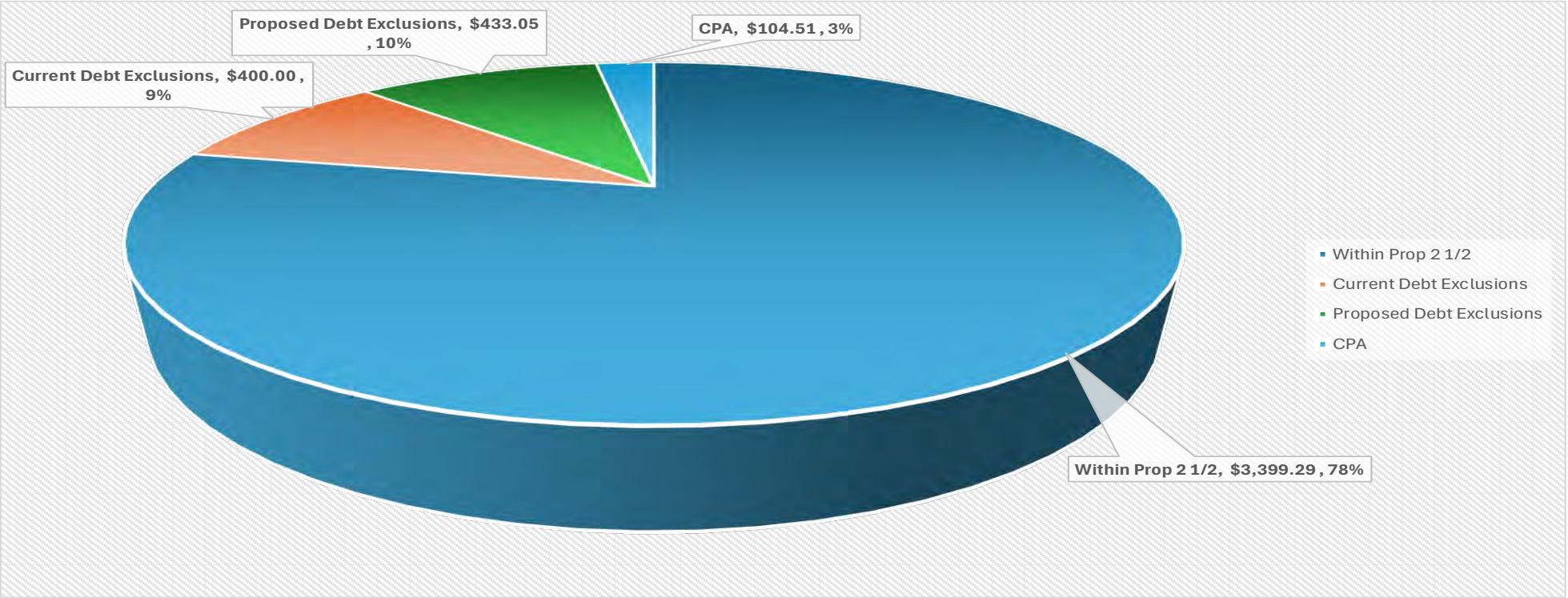
* Includes prior borrowings for Our Island Home, Tom Nevers Multi-Path and Town Employee Housing

General Fund Debt Profile
Payments FY 2029 – FY2038
(including prior projects and DPW)

Proposed Projects Estimated Tax Impacts



Projected Tax Impacts on FY2029 Tax Bill



In this illustration the estimated tax bill is $4,336.83

Estimated tax bill is calculated based on the average assessed value of a year-round single-family home that is receiving the residential exemption. The assessed value used in this illustration was calculated using the average year-round single-family home assessed value of $2,012,976 less the residential exemption of $799,150. The assessed value used in the examples was $1,213,826

Unknowns

- Our Island Home financial offsets
  - Certified Public Expenditures receipts debt offset
  - Grants to offset construction costs
- Sewer Betterments for Needs Area Extensions
- Baxter Road Alternative Access
  - Betterments
- Incoming Administration Tax Code Changes
  - Municipal Debt Tax Exemption
- Residential Exemption Increase

Discussion and Questions

Contact Information:

Brian Turbitt, Finance Director bturbitt@nantucket-ma.gov

Susan Carmel, Assistant Finance Director scarmel@nantucket-ma.gov

Preliminary Outline #5 for 2025 Annual Town Meeting Warrant
For 11/20/24 SB review
As of 11/18/24
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 mist 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; Sconset Civic Assoc/Nantucket Civic League reps to address SB on 11/13; **SCA to discuss with contractor(s) per SB 11/13/24**
- Rental car bylaw changes – in progress
- Anything from SB re STRs?

DRAFT

- 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 HRPs 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* ***NO resubmittal (per SB 11/6/24)***

-- 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: 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/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] **Not sure where this stands**

-- Coastal Resiliency District Est *(Article 67/2024 ATM)* **"Tabled Indefinitely" – Resubmit?**

NEW:

MGL ACCEPTANCES

- "Good Landlord" tax exemption opt-in? **AHT to discuss with SB 12/11**
- 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
- **7 Amelia Dr – Long-term lease authorization**

DRAFT

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?

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
**** 26 submittals as of 4pm 11/18 – signatures not certified yet ****

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2025 ATM Concept List as of 10.22.24

Map Changes

~~R_7.to.R_❶or.R_❶L - .Hooper.Farm.Road-Cartwright-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.

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