

Town and County of Nantucket Select Board • County Commissioners

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



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Nantucket, Massachusetts 02554

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C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
SELECT BOARD
MARCH 26, 2025 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
AMENDED MARCH 22, 2025
AMENDED MARCH 24, 2025***

YOU TUBE LINK FOR VIEWING ONLY:
https://youtube.com/live/9A_0zif-Eul

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_OO3MtADLQWOUhEHcHh0HZw

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio and Video Recorded.
2. **Town-Wide Info Session on Proposed New Our Island Home**
Join the Town on Thursday, March 27th at 5:30 PM to Learn about the Vision for Nantucket's Proposed 45-Bed Skilled Nursing Facility and How it will Enhance Long-Term Elder Care for Generations to Come. More Information at www.nantucket-ma.gov/newoih.
3. **Building for the Future: The Case for a New Department of Public Works Facility**
Explore the Current DPW Facility and Learn About the Proposed Future Facility. Ask Questions and Share Your Feedback. Open Houses will be Held on April 5th and April 19th. Learn More at www.nantucket-ma.gov/newdpw.
4. **Master Plan Two-Part Visioning Program Event**
The Planning and Land Use Department (PLUS) Invites Residents to a Two-Part Master Plan Visioning Program on April 4th and 5th to Help Shape Nantucket's Future. Participate in Person at Nantucket High School Cafeteria, 10 Surfside Road or Online. Learn More at www.nantucket-ma.gov/masterplan.

5. Nantucket Lights: Request to Proclaim April 21 - 28, 2025 “International Dark Sky Week” on Nantucket.
6. Select Board Announcements/Comments.

IV. UPDATE ON PUBLIC COMMENT QUESTIONS FROM PRIOR SELECT BOARD MEETINGS (see <https://www.nantucket-ma.gov/3564/2025>)

V. PUBLIC COMMENT*

VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of March 19, 2025 at 5:30 PM; March 20, 2025 at 9:00 AM.
2. Approval of Treasury Warrants for March 26, 2025.
3. Approval of Pending Contracts for March 26, 2025 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. REAL ESTATE ITEMS

1. Request for Approval and Execution of Purchase and Sale Agreements, Quitclaim Deeds and Settlement Statements of Town-owned Yard Sale Parcels Known as Parcels A, B, C, D, E and F, Folger Road as Shown on Plan of Land Entitled “Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts,” Dated September 22, 2021, Prepared by Site Design Engineering, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2021-68, Pursuant to Vote on Article 103 of 2015 Annual Town Meeting.
2. Request for Approval and Execution of the Following Items with Charlene B. Engelhard and Hugh J. Freund, Trustees of CBE Skyline Nominee Trust under Declaration of Trust Dated November 2, 2023 for 8 and 8R Skyline Drive Regarding the Surfside Area Transportation Enhancements Project over Lovers Lane, Okorwaw Avenue and Monohansett Road:
 - a) Memorandum of Understanding.
 - b) Acceptance of Grant of Drainage Easement for Two Permanent Non-Exclusive Easements In, On, Over and Under the Portion of Property Shown as “Parcel D-2” and “Parcel D-3” on Plan Entitled “Plan of Easements at Lovers Lane in Nantucket, MA, Nantucket County Prepared for the Town of Nantucket,” Dated May 17, 2024, Prepared By Greenman-Pedersen, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2025-1, Sheet 1 of 11, for the Purpose of Constructing, Inspecting, Maintaining, Repairing, Removing, Replacing, Operating, Relocating and Abandoning in Place Stormwater Drain or Drains, and any Manholes, Pipes, Conduits and Other Structures or Facilities for the Drainage of Stormwater, and for All Uses and Purposes Incidental or Related Thereon; and Three Temporary Non-Exclusive Easements In, On, Over and Under the Portion of the Property Shown as “Parcel TE-2”,

“Parcel TE-3” and “Parcel TE-4” and Together with the Permanent Easement Premises for Construction Purposes for the Stormwater Drain or Drains, and any Manholes, Pipes, Conduits and Other Structures or Facilities for the Stormwater Drainage Including and Including but Not Limited to the Grading of Land, Landscaping, Loaming and Seeding, and Realigning or Reconstructing Slopes of Excavation.

- c) Release of Easements in Portions of Property Shown as Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue and Hawthorne Street, Shown as Easement A, and in Portion of Irving Street, Shown as Easement B, on Plan of Land Entitled “Plan of Taking and Disposition for the Town of Nantucket, Nantucket, Mass.,” Dated April 25, 2024, Prepared by Earle & Sullivan, Inc. and Recorded with said Deeds as Plan No. 2024-8.
3. Request for Approval and Execution of the Following Items with Joanne C. Johnsen, Trustee of Johnsen III Family Trust Dated August 1, 2024 for 40 Lovers Lane Regarding the Surfside Area Transportation Enhancements Project over Lovers Lane, Okorwaw Avenue and Monohansett Road.
- a) Memorandum of Understanding.
 - b) Acceptance of Grant of Drainage Easement for a Permanent Non-Exclusive Easement In, On, Over and Under the Portion of Property Shown as “Parcel D-1” on Plan Entitled “Plan of Easements at Lovers Lane in Nantucket, MA, Nantucket County Prepared for the Town of Nantucket,” Dated May 17, 2024, Prepared By Greenman- Pedersen, Inc. and Recorded With Nantucket County Registry of Deeds as Plan No. 2025-1, Sheet 1 of 11, for the Purpose of Constructing, Inspecting, Maintaining, Repairing, Removing, Replacing, Operating, Relocating and Abandoning in Place Stormwater Drain Or Drains, and any Manholes, Pipes, Conduits and Other Structures or Facilities for the Drainage of Stormwater, and for All Uses and Purposes Incidental or Related Thereon; And a Temporary Non-Exclusive Easement In, On, Over and Under the Portion of Property Shown As “Parcel TE-1” for Construction Purposes for Stormwater Drain or Drains, and any Manholes, Pipes, Conduits and Other Structures or Facilities for Stormwater Drainage Including and Including but Not Limited to the Grading of Land, Landscaping, Loaming and Seeding, and Realigning or Reconstructing Slopes of Excavation.

IX. TOWN MANAGER’S REPORT

- 1. Monthly Town Management Report.

X. SELECT BOARD REPORTS/COMMENT

- 1. Review/Adoption of Select Board Comments to May 3, 2025 Annual Town Meeting Warrant Articles.
- 2. Committee Reports.

XI. ADJOURNMENT TO EXECUTIVE SESSION, NOT TO RETURN TO OPEN SESSION

XII. EXECUTIVE SESSION, PURSUANT TO MGL C. 30A § 21(A)

- 1. Purpose 3: To Discuss Strategy with Respect to Litigation Regarding National Opioid Litigation, where an Open Meeting May have a Detrimental Effect on the Litigating Position of the Select Board/County Commissioners and the Chair so Declares; Votes May be Taken.**

XIII. ADJOURNMENT OF EXECUTIVE SESSION

****Public Comment: please see attached Public Comment Policy which can also be found at <https://www.nantucket-ma.gov/DocumentCenter/View/51055/Public-Comment-Policy---Adopted-by-the-Select-Board-on-February-12-2025-PDF>.***

*****New 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.***



Town of Nantucket
Public Comment Policy
Adopted by Select Board
February 12, 2025

A. Purpose:

This Policy is adopted to facilitate orderly and efficient public comment periods at meetings of Town public bodies. It will protect the ability of the residents of Nantucket, and other persons, to provide feedback or information to pertinent public bodies regarding matters of public interest, Town initiatives, operations, services, and programs. To allow speakers a fair opportunity to address a public body, and to ensure the public body may accomplish its stated business in an efficient manner, these guidelines seek to ensure compliance with the Open Meeting Law and meet other legal and constitutional obligations. Meetings of public bodies in the Town of Nantucket should be places to engage in orderly and peaceable discourse.

B. Authority:

Principles of free speech and freedom to petition the government, fundamental rights protected by the United States and Massachusetts Constitutions, prohibit public bodies from preventing all speech that may be upsetting or offensive. As such, this Policy establishes reasonable time, place, and manner restrictions sufficient to facilitate orderly and peaceable public comment periods at meetings of elected and appointed public bodies of the Town.

C. Legal Standards:

Meetings of public bodies are subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Open Meeting Law empowers the chair of a public body to preside at and regulate the proceedings of meetings. Pursuant to G.L. c. 30A, § 20(g), no person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. Any person wishing to speak at an open meeting must first be recognized by the chair. All questions raised and all comments made by a duly-recognized speaker must be directed to the chair of the public body alone, not to individual members of the public body, staff, or the public. The chair is authorized to maintain order, and, although a rare occurrence, has authority, after appropriate

warnings are ignored, to take action up to and including removal of a person who is disrupting a meeting.

D. Application:

To secure the rights of the public to participate in public comment periods in the Town of Nantucket in a manner consistent with law, and, to thereby protect the Town and members of elected and appointed bodies from civil rights claims, this policy shall apply to all public bodies in the Town of Nantucket.

E. Procedures:

1. All agendas of multiple-member bodies in the Town of Nantucket shall include a period for Public Comment, subject to the limitations set forth in paragraph 3. Where to place Public Comment on the agenda is at the discretion of the chair. If public comment is invited during a separate agenda item, this Policy shall govern.
2. While statements made during a Public Comment period are not required to address an agenda item for that particular meeting, such comments must relate to a matter within the public body's jurisdiction. Public comments on matters outside the public body's jurisdiction may be ruled out of order by the chair. To avoid due process issues, a person seeking to provide comments on a matter appearing on the same agenda will be asked to defer until the specific agenda item is reached.
3. Each speaker will be allowed to speak once for up to 3 minutes. The chair will curtail verbal comments exceeding the allotted time.
4. A recognized speaker may not cede or assign their time to another unless such an assignment is required as reasonable accommodation for such person because of a disability. All speakers who may need an accommodation are strongly encouraged to contact Town staff or the chair of the public body at least 48 hours prior to the meeting. That said, to facilitate an efficient public comment period, groups that have multiple speakers with the same viewpoint may consider consolidating their comments or designating one person to speak on their individual behalf's.

F. Disruptive Conduct/Unprotected Speech:

Disruptive conduct and engaging in other unprotected speech, including but not limited to the following, may be grounds for the chair of a public body to curtail speech and take other action as appropriate:

1. Speaking without being recognized;
2. Continuing to speak after the chair has curtailed additional verbal comment;
3. Interrupting a recognized speaker;
4. Speaking about matters not within the jurisdiction of the public body;
5. Engaging in conversations while another person is speaking;

6. Making true threats of violence directed toward a particular individual; and
7. Making comments inciting imminent lawlessness.

G. Public Body Response:

1. A public comment period is a listening session, and the public body is there to listen. The public body, in fact, should not respond to matters raised at the meeting unless it is
2. Matters raised during public comment periods are not required to, and are unlikely to, be addressed or resolved by the public body at the same meeting. Individual members of the appropriately deferred to a noticed-agenda item due to Open Meeting Law considerations.
3. At the sole discretion of the chair of the public body, matters raised during public comment may or may not appear on a future agenda or be referred to the Town Administrator for appropriate action, if any.
4. A public body cannot demand that persons attending meetings or participating in public comment be civil to one another. Nevertheless, the Town, or the members of the public, and those that appear before them are encouraged to make any/or all residents of the Town feel welcome, including listening to them speak, and acknowledging that speakers may have a different viewpoints.

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

H. Enforcement:

Concerns about Public Comment Periods may be brought to the attention of the Town Manager, who will discuss the concerns with the chair of the public body, and take appropriate action. Failure to comply with this Policy may be deemed a violation of the Town's Code of Conduct, and grounds for the removal of an appointed official.



NANTUCKET LIGHTS

March 17, 2025

Dear Select Board Members,

I am writing on behalf of Nantucket Lights (<https://nantucketlights.org>) to ask for your support in helping to protect our dark skies by declaring April 21-28, 2025, to be International Dark Sky Week on Nantucket. I have enclosed draft proclamation language for your consideration and respectfully ask that you consider it at your next meeting.

International Dark Sky Week is a global initiative to celebrate the night sky, raise awareness about light pollution, and promote the use of environmentally responsible outdoor lighting during the week of the new moon in April each year. This year, the designated dates for it are April 21-28. (Visit <https://idsw.darksky.org> for more details.)

A proclamation by the Select Board declaring those dates to be International Dark Sky Week on Nantucket would be a great way to confirm its support for preserving our dark skies, a goal that is important to the Nantucket community as demonstrated by the passage of a stronger outdoor lighting bylaw at the 2023 Annual Town Meeting.

The proposed language is the same as the proclamation adopted by the Select Board last year at our request, available [here](#) to refresh your memory.

Thanks very much for your consideration. If you have any questions or would like any additional information, please let me know.

Warm regards,

Gail Walker
Founder and President
Nantucket Lights

The mission of Nantucket Lights is to preserve and protect Nantucket's nighttime environment and heritage of dark skies by raising awareness about light pollution on the island and advocating for environmentally responsible outdoor lighting.



PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of the natural night sky is a part of Nantucket's heritage and culture that should be protected and preserved for residents as well as visitors to the island; and

WHEREAS, the excessive use of artificial light at night, also known as light pollution, not only masks the beauty of the natural night sky but also has significant adverse impacts on our health and quality of life; and

WHEREAS, light pollution is also harmful to the wildlife on Nantucket that need a natural night environment to thrive, including plants and pollinating insects; and

WHEREAS, light pollution also threatens the astronomical research and educational programs of the Maria Mitchell Association, founded in 1902 to preserve the legacy of astronomer and Nantucket native Maria Mitchell; and

WHEREAS, light pollution also wastes energy and contributes to diminished energy security; and

WHEREAS, International Dark Sky Week is a global initiative to celebrate the night sky, raise awareness about light pollution, and promote the use of environmentally responsible outdoor lighting around the world during the week of the new moon in April each year,

NOW, THEREFORE, we, the Nantucket Select Board, hereby declare

April 21-28, 2025

to be

INTERNATIONAL DARK SKY WEEK

on Nantucket

and call upon all residents to commit to increasing their awareness and understanding of light pollution and the steps that each of us can take to protect and preserve our beautiful dark skies.

Approved this ____ day of March 2025

Brooke Mohr, Chair
Select Board, Town of Nantucket

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
March 26, 2025

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Contractual Services						
Professional Services Agreement	Natural Resources	CYY, Inc. (Crosby Yacht Yard, Inc.)	\$26,003.43	Repair of 2005 24' Privateer Boat	Division of Marine Fisheries County Funds	Mar 26, 2025 - Mar 25, 2026
Contract Amendment	Our Island Home	Fusion Staffing	Add \$75,000 to original amount of \$300,000 for new amount of \$375,000	Provide temporary RN/LPN staffing to ensure 24/7 care to residents & cover vacancies	OIH Administration - Travel Nurses	Jul 1, 2024 - Sep 30, 2027
Professional Services Agreement	Parks & Recreation	Murtagh Landscaping	\$315,000	3-year contract for playing fields & park maintenance	Parks & Rec - Professional Services	Mar 25, 2025 - Dec 31, 2027
Purchase Agreement	Police	Colonial Ford, Inc.	\$74,793.77	Replacement of Ford F250 marked pickup truck	Beach Revolver - Police Vehicles	Mar 26, 2025 - Mar 25, 2028
Professional Services Agreement	Police/Marine	Ludlow Memorial Company	\$18,800	Supply & installation of 20' vehicle gate & 6' ATV gate at Marine Maintenance Bldg/ Shadbush Rd	Article 10 ATM 2020	Mar 26, 2025 - Mar 25, 2028
Purchase Agreement	Police	New England Cycle Works	\$37,675.50	Replacement & trade-in of five (5) ATVs for beach & lifeguard patrol	Beach Revolver - Police Vehicles	Mar 26, 2025 - Mar 25, 2028
Purchase Agreement	Police/Marine	Ocean State Forklift	\$13,000	Purchase of used forklift for Marine Dept	Beach Revolver - Waterway	Mar 26, 2025 - Mar 25, 2028
Professional Services Agreement	Public Works	Clean Harbors, Inc.	\$50,000	Removal of household hazardous waste from the Island	Solid Waste Budget - Hazardous Waste	Jan 1, 2025 - Dec 31, 2025
Professional Services Agreement	Public Works	CDM Smith	\$93,800	Minor modification & labor performing PFAS sampling at landfill	Article 18 ATM 2022	Apr 1, 2025 - Sep 1, 2025

Contract Amendment	Public Works	Greenman-Pedersen, Inc.	Add \$85,360 to original amount of \$229,025 for new amount of \$314,385	Additional scope items added for final design phase engineering & bidding services for Surfside Area Transportation Improvements Project	Article 12 ATM 2022	May 16, 2024 - Jun 30, 2025
Professional Services Agreement	Public Works	Nantucket Septic, Inc.	\$91,948	Extension of septic service contract for portable toilets for an additional year	Public Facilities - General Custodial	May 1, 2025 - Apr 30, 2026
Contract Amendment	Public Works	Sanborn Head & Associates, Inc.	N/A	Extension of contract for solid waste-related engineering services through 2027	N/A	Nov 1, 2024 - Oct 31, 2027
Contract Amendment	Town Administration/Select Board for Town Council Study Committee	UMass Boston - Collins Center for Public Management	Up to \$5,000	Extension of contract for next phase of Town Council charter preparation	County Budget	Jun 1, 2024 - Jan 1, 2026



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	03/26/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Authorization and Conveyance of Parcels A-F on Plan 2021-68 to 6 abutters more particularly described in Exhibit A attached hereto. Owned by the Town pursuant to an Order of Taking dated September 21, 2022 and recorded in Book 1912, Page 292, as authorized by positive Vote on Article 103 of 2015 Annual Town Meeting

Executive Summary

Conveyance of Parcels A-F on Plan 2021-68 approved by Article 103 of the 2015 Annual Town Meeting owned by the Town of Nantucket by virtue of an Order of Taking dated September 21, 2022 and recorded in Book 1912, Page 292 and are each being granted to abutting lots as indicated on Exhibit A; which is subject to a non-exclusive Easement for driveway and utilities in favor of the owner of 1 Folger Road, which was previously negotiated and prepared by Attorney Jessie Brescher. All the documents have been reviewed by Town Counsel with Attorney Brescher. The Real Estate Assessment Committee reviewed the matter together with the price factor established by Assessor Rob Ranney and voted unanimously to recommend these lots for conveyance pursuant to the price factor consideration set forth in each of the Deeds. Parcels A, B, D, E and F are at a Price Factor of \$8.40 sq. ft. and Parcel C is at \$5.50 a sq. ft. A Coastal Resilience Assessment was performed by Leah Hill on the parcels.

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

This matter is a straight-forward yard sale transaction that made sense to convey as a group. Jessie Brescher very kindly pulled it together with Town Counsel to be able to accomplish bringing it forward to the Board in one meeting vs. six. It is a typical example of the program wherein the abutters sponsored a warrant article, prepared the plan and prenegotiated necessary easements. Each abutter is gaining ground cover in exchange for consideration established with the price factor and these parcels will be merged and enter the Town Tax Roll, which is the goal of the program.

Impact: Environmental ☐ Fiscal ☒ Community ☐ Other ☐

To complete the conveyance of a previously authorized transaction at town meeting which will increase the tax base and clean up an unconstructed paper road.



Board/Commission Recommendation

Real Estate Assessment Committee reviewed the conveyance on December 9, 2024; and the Coastal Resilience Coordinator reviewed.

Public Outreach

Conveyance approved at the 2015 Annual Town Meeting; Planning Board approved Plan 2021-68

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

Consistent with the Intent of the Yard Sale Program

Attachments

Deeds, Purchase and Sale Agreements, Disclosures, Settlement Statement, copies of plans, certified ATM vote from Town Clerk; copy of GIS



EXHIBIT A
AIS – SELECT BOARD
March 26, 2025

Parcel A: containing 1,693± square feet for a price factor of \$8.40/s.f. \$14,221.20 to 18 Sherburne Turnpike owned by STEVEN L. COHEN as TRUSTEE of the **18 SHERBURNE TURNPIKE NOMINEE TRUST**, u/d/t dated September 30, 2021 and recorded at Book 1852, Page 96 to be combined with Lot 3 on Plan 2021-44 owned by virtue of a Deed dated August 19, 2020, and recorded in Book 1852, Page 94, identified on Town Assessor Map 30, Parcel 196.2;

Parcel B: containing 1,373± square feet for a price factor of \$8.40/s.f. \$11,533.20 to 2 Folger Road, owned by STEVEN L. COHEN as TRUSTEE of the **2 FOLGER ROAD NOMINEE TRUST**, u/d/t dated February 28, 2023 and recorded in Book 1930, Page 239 to be combined with Lot 2 on Plan 2021-44 owned by virtue of a Deed dated February 28, 2023 and recorded in Book 1930, Page 242, identified on Town Assessor as Map 30, Parcel 196.1;

Parcel C: containing 708± square feet for a price factor of \$5.50/s.f. \$3,894.00 to 4 Folger Road owned by **4 HAMBLIN ASSOCIATES, LLC**, a Delaware limited liability company to be combined with Lot 1 on Plan 2021-44 owned by virtue of a Deed dated September 28, 2021 and recorded in Book 1852, Page 92, identified on Town Assessor as Map 30, Parcel 196;

Parcel D: containing 1,216± square feet for a price factor of \$8.40/s.f. \$10,214.40 to 20 Sherburne Turnpike, owned by **RHACK, LLC**, a Massachusetts limited liability company to be combined with Lot 1 on Plan 2020-31 owned by virtue of a Deed dated August 19, 2020, and recorded with said Registry of Deeds in Book 1760, Page 203, identified on Town Assessor Map 30, Parcel 195; subject to a non-exclusive Driveway and Utility Easement for the benefit of One Folger Road LLC owner of Lot 2 on Plan 2020-31.

Parcel E: containing 1,285± square feet for a price factor of \$8.40/s.f. \$10,710.00 to 1 Folger Road owned by **ONE FOLGER ROAD LLC**, a Massachusetts limited liability company to be combined with Lot 2 on Plan 2020-1 owned by virtue of a Deed dated January 29, 2021 and recorded with said Registry of Deeds in Book 1800, Page 175, identified as Town Assessor Map 30, Parcel 195.1; and benefited by a non-exclusive Driveway and Utility Easement over Parcel D on Plan 2021-68; and

Parcel F: containing 1,350± square feet for a price factor of \$8.40/s.f. \$11,340.00 to 2 Folger Road owned by BRENDAN P. JOHNSON, as TRUSTEE of the **TWO HAMBLIN ROAD NOMINEE TRUST**, u/d/t dated June 24, 2015, and recorded at Book 1490, Page 202 to be combined with Lot 11 on Plan Book 14, Page 40 owned by virtue of a Deed dated June 24, 2015, and recorded with said Registry of Deeds in Book 1490, Page 209, identified on Town Assessor Map 30, Parcel 193.

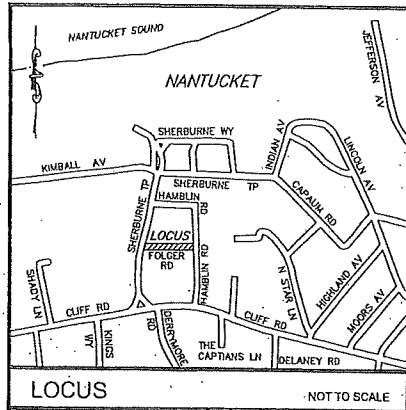


**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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

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

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

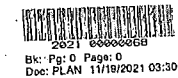


NOTES

1. THE SITE IS NOT LOCATED WITHIN ANY KNOWN FLOOD HAZARD AREAS AS DETERMINED FROM THE TOWN OF NANTUCKET FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 250230 0086 G (EFFECTIVE DATE JUNE 9, 2014).
2. THIS PLAN AND ANY ACCOMPANYING CERTIFICATIONS DO NOT CONSTITUTE A CERTIFICATION OF TITLE TO THE PROPERTY DISPLAYED HEREON. THE OWNER OF LOCUS AND ADJUTING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.

LEGEND

- CB CONCRETE BOUND
- CB/DH CONCRETE BOUND W/DRILL HOLE
- IP IRON PIPE
- SSM STEEL SURVEY MARKER



NANTUCKET REGISTRY
OF DEEDS
Date: 11/19/2021 03:30 PM
Time: 3:30 PM
Plan No: 2021-09-00206
Sheet 1 of 1



FOR REGISTRY USE ONLY

RESIDENTIAL 1 (R-1) ZONING DISTRICT	
REGULATION	REQUIREMENT
MIN. LOT AREA	5,000 SQ. FT.
LOT FRONTAGE	50'
FRONT SETBACK	10'
SIDE SETBACK	5'
REAR SETBACK	5'
GROUND COVER RATIO	30%

NANTUCKET BOARD OF SELECTMEN
APPROVED PURSUANT TO ARTICLES 102 & 103
OF ANNUAL TOWN MEETING APRIL 6, 2015

[Signature]
DATE: _____

PLAN REVISIONS

NO.	DATE	DESCRIPTION

DATE: SEPTEMBER 22, 2021
DRAWN BY: RLM COMPS BY: RLM CHECK BY: RLM/DCM
PROJECT NO. 20085
ISSUED FOR: ANR ENDORSEMENT.



PLAN TO ACQUIRE LAND FOR
GENERAL MUNICIPAL PURPOSES
FOLGER ROAD
NANTUCKET, MASSACHUSETTS
ASSESSORS MAP 30
PREPARED FOR
TOWN OF NANTUCKET

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

[Signature]
[Signature]
[Signature]

DATE ENDORSED: 10-25-2021
PLANNING BOARD FILE NO. 2021-09-00206

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

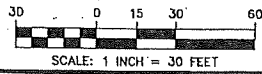
DRAWING TITLE:
LOTING PLAN

SCALE: 1" = 30'
SHEET NO.

1 OF 1

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS
OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

[Signature]
PROFESSIONAL LAND SURVEYOR
9-22-2021



SCALE: 1 INCH = 30 FEET



Bk: 1912 Pg: 292 Page: 1 of 10
Doc: OOT 09/22/2022 11:51 AM

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF FOLGER ROAD

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts ("Town"), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote on Article 102 adopted by the Town at its 2015 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land shown as Parcels A, B, C, D, E and F, Folger Road described below ("Parcels") is required for general municipal purposes and public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel A	Folger Road	1,693± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 196	Steven L. Cohen, Trustee of 18 Sherburne Turnpike Nominee Trust u/d/t dated September 30, 2021, recorded with Nantucket County Registry of Deeds in Book 1852, Page 96	Book 1852, Page 94

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel B	Folger Road	1,373 ± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 196	Steven L. Cohen, Trustee of 18 Sherburne Turnpike Nominee Trust u/d/t dated September 30, 2021, recorded with said Deeds in Book 1852, Page 96	Book 1852, Page 94

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel C	Folger Road	708 ± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 196	4 Hamblin Associates, LLC	Book 1852, Page 92

<u>Parcel</u>	<u>Address/Location</u>	<u>Area±</u>
Parcel D	Folger Road	1,216 ± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 195	Rhack, LLC	Book 1760, Page 203

<u>Parcel</u>	<u>Address/Location</u>	<u>Area±</u>
Parcel E	Folger Road	1,275 ± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 195	One Folger Road LLC	Book 1800, Page 176

<u>Parcel</u>	<u>Address/Location</u>	<u>Area±</u>
Parcel F	Folger Road	1,350 ± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 30, Parcel 193	Brendan P. Johnson, Trustee of Two Hamblin Road Nominee Trust u/d/t dated	Book 1490, Page 209

June 24, 2015, recorded with said Deeds in
Book 1490, Page 202

Parcels

Parcels A, B, C, D, E and F, Folger Road

Supposed Owners

Gladys H. Ray, Lewis S. Ray, Ethel H. Ray,
Alice Babbitt, Ethel F. Morabito, Edward P.
Chase and Marion R. Cahoon

Any and all trees and vegetation on the Parcels are included in this Order of Taking. Any utility easements in the Parcels are to be excluded from this Order of Taking.

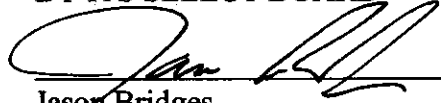
The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

SIGNATURE PAGE FOLLOWS

Adopted under seal this 21 day Sept., 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD


Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy


Matthew G. Fee


Brooke Mohr

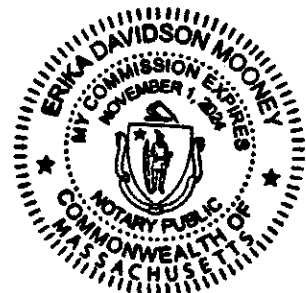
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 21 day of Sept., 2022, before me, the undersigned notary public, personally appeared Jason Bridges, ~~Dawn E. Hill Holdgate~~, ~~Melissa K. Murphy~~, Matthew G. Fee and Brooke Mohr 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 act and deed of the Select Board of the Town of Nantucket.


Notary Public
My commission expires:

830598/NANTYDSALE 19712/0001





Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov
flanaganstover@yahoo.com
townclerk@nantucket-ma.gov

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

♦♦♦♦♦

April 22, 2015

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 6, 2015 ANNUAL TOWN MEETING adopted **Article 102: "Real Estate Acquisition: "Paper" Streets at the Airport; Cliff, Eel Point, Madaket, Monomoy, Siasconset, Surfside and Town Areas; Parcels at 24 Berkley Street in Tom Nevers; Beach at Surfside"** at the April 6, 2015 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..."

TECHNICAL CORRECTION VIA THE MODERATOR:

Correct the description of properties in the Motion as shown:

Page 203

- **Warwick Avenue between the southwestern sideline of Clinton Avenue and the northeastern sideline of Monomoy Creek Road, not including any portions of Berkeley Avenue and Monomoy Road; and Clinton Avenues as shown on Land Court Plan 14029-C (Monomoy);**

Page 204

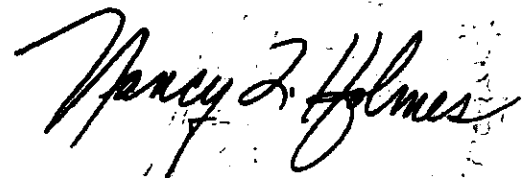
- **Atlantic Avenue between the eastern sideline of Masquetuck Street and the western sideline of Holly Pequot Street (Surfside);**
- **Owners unknown parcel bounded westerly by Masquetuck Street, northerly by Atlantic Avenue, easterly by Holly Pequot Street, and southerly by the Atlantic Ocean for open space purposes (Surfside);**

- Unnamed Way (on the east side of Assessor Map 55, Parcels 2 and 320) between the southern sideline of an unnamed way and the northern sideline of Vesper Lane (Town);

VOTE: The vote on the motion pursuant to Article 102 recommended by the Finance Committee with a Technical Correction brought forward through the Moderator, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ATTEST: TRUE COPY

A handwritten signature in black ink, appearing to read "Nancy Z. Holmes", is written over a faint, circular official seal.

NANTUCKET TOWN & COUNTY CLERK

ARTICLE 102

(Real Estate Acquisition: "Paper" Streets at the Airport; Cliff, Eel Point, Madaket, Monomoy, Siasconset, Surfside and Town Areas; Parcels at 24 Berkley Street in Tom Nevers; Beach at Surfside)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain the fee or lesser interests in all or any portion of the following unconstructed rights of way and two (2) parcels identified below, together with any public and private rights of passage, for public ways, open space, airport purposes, conveyance and/or general municipal purposes:

- Old South Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 66 (132 Old South Road) to a line extending across said way extending the western sideline of Bunker Road (Airport);
- Hinsdale Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 30.3 (114 Hinsdale Road) to the western sideline of Bunker Road (Airport);
- Atlantic Avenue between the northern sideline of Kimball Avenue and its northern termini (Cliff);
- Folger Road between the eastern sideline of Sherburne Turnpike (f.k.a. Sherburne Avenue) and the western sideline Hamblin Road (Cliff);
- Unnamed Ways between Eel Point Road and Madaket Harbor, in the vicinity of the Eel Point Road and East Eel Point Road intersection (Eel Point);
- Eel Point Road between a line extending the southern property line of Assessor Map 38, Parcel 32 through said way to a line extending the northern property line of Assessor Map 38, Parcel 1 through said way (Eel Pt);
- Mississippi and Utah Avenues between the western sideline of Oakland Street and their western termini (Madaket);
- Oakland Street between the southern sideline of Madaket Road and the northern sideline of Arkansas Avenue (Madaket);
- Washington Avenue between the eastern sideline of North Cambridge Street and the western sideline of Oakland Street not including any portion of K or M Streets (Madaket);
- L Street between the southern sideline of Tennessee Avenue and the northern sideline of Washington Avenue (Madaket);
- Warwick and Clinton Avenues as shown on Land Court Plan 14029-C (Monomoy);
- Unnamed Way between the southern sideline of Ann's Lane and the northern property line of Assessors Map 49.2.3, Parcel 53 (3 Emily Street) (Siasconset);
- Two (2) Unnamed Ways between the eastern sideline of Unnamed Way and the western sideline of Baxter Road (Siasconset);
- Adeline Street between the southern sideline of Emily Street and the northern property line of Assessors Map 73.1.4, Parcel 32 (1 Rosaly Lane) (Siasconset);
- Morgan Lane between the western sideline of Baxter Road and the eastern sideline of Adeline Street (Siasconset);
- Five (5) Unnamed Ways between the eastern sideline of Baxter Road and the western property line of Assessors Map 48, Parcel 8 (owned by the Town) between numbers 111-113 Baxter Road, 105-107 Baxter Road, 99-101 Baxter Road, 93-97 Baxter Road and 85-87 Baxter Road (Siasconset);
- Atlantic Avenue between the eastern sideline of Masquetuck Street and the western sideline of Holly Street (Surfside);

- Owners unknown parcel bounded westerly by Masquetuck Street, northerly by Atlantic Avenue, easterly by Holly Street, and southerly by the Atlantic Ocean for open space purposes (Surfside);
- Lovers Lane as shown on Plan No. 2012-49, filed at the Registry of Deeds (Surfside);
- Plover Lane from the eastern sideline of South Shore Road to the western property line of Assessors Map 80, Parcel 219 (owned by the Nantucket Islands Land Bank)(Surfside);
- 24 Berkely Street, Assessors Map 76.1.3, Parcel 209 (Tom Nevers);
- Black Horse Court within Assessors Map 42.4.2, Parcel 30 (16 Broad Street) (Town);
- Unnamed Way between the northeastern sideline of Washington Street and the western sideline of Candle Street (Town);
- West Chester Street (portion of) extending through Assessors Map 41, Parcel 486 (5 Wannacomet Road) and triangular portion at northwest corner of Assessor Map 41, Parcel 480 (21 Crooked Lane) (Town);
- Unnamed way between a line extending across said way at its intersections with West Chester and Franklin Streets abutting 3,3R, and 5 Franklin Street and 42, 44 and 44R West Chester Street (Town);
- Unnamed Way or Road within or adjacent to Tax Assessor Map 56, Parcels 210, 210.1, 211, and 212 (Town);
- North Mill Street between the southern sideline of Prospect Street and the northern sideline of Vesper Lane (Town);
- Unnamed Way (on the east side of Assessor Map 55, Parcel 20) between the southern sideline of an unnamed way and the northern sideline of Vesper Lane (Town);
- Unnamed Way between the eastern sideline of N Mill Street and the western sideline of Prospect Street (Town);
- Triangular portion of Prospect Street in vicinity of Unnamed Way and Prospect Street intersection (Town);
- Mill Hill Lane between the northwestern boundary of Assessor Map 55, Parcel 319 and the eastern sideline of N Mill Street (Town).

And to see if the Town will vote to appropriate, borrow pursuant to applicable statute or transfer from available funds, a sum of money for such purposes.

All as shown on a map entitled "2015 Annual Town Meeting Warrant Article 102" dated January 2015 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is hereby authorized to acquire by purchase, gift or eminent domain the fee or lesser interests in all or any portion of the following unconstructed rights of way and two (2) parcels identified below, together with any public and private rights of passage, for public ways, open space, airport purposes, conveyance and/or general municipal purposes:

- Old South Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 66 (132 Old South Road) to a line extending across said way extending the western sideline of Bunker Road (Airport);

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- Eel Point Road between a line extending the southern property line of Assessor Map 38, Parcel 32 through said way to a line extending the northern property line of Assessor Map 38, Parcel 1 through said way (Eel Pt);
- Mississippi and Utah Avenues between the western sideline of Oakland Street and their western termini (Madaket);
- Oakland Street between the southern sideline of Madaket Road and the northern sideline of Arkansas Avenue (Madaket);
- Washington Avenue between the eastern sideline of North Cambridge Street and the western sideline of Oakland Street not including any portion of K or M Streets (Madaket);
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- Atlantic Avenue between the eastern sideline of Masquetuck Street and the western sideline of Holly Street (Surfside);
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- Lovers Lane as shown on Plan No. 2014-107, filed at the Registry of Deeds (Surfside);
- Plover Lane from the eastern sideline of South Shore Road to the western property line of Assessors Map 80, Parcel 219 (owned by the Nantucket Islands Land Bank)(Surfside);
- 24 Berkely Street, Assessors Map 76.1.3, Parcel 209 (Tom Nevers);
- Black Horse Court within Assessors Map 42.4.2, Parcel 30 (16 Broad Street) (Town);
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- Triangular portion of Prospect Street in vicinity of Unnamed Way and Prospect Street intersection (Town);
- Mill Hill Lane between the northwestern boundary of Assessor Map 55, Parcel 319 and the eastern sideline of N Mill Street (Town).

All as shown on a map entitled "2015 Annual Town Meeting Warrant Article 102" dated January 2015 and filed herewith at the Office of the Town Clerk.

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

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 #18 & 20 Sherburne Turnpike and #1-4 Folgers Road

Coastal Resilience Recommendation: Two CRP recommendations are within 1-2 miles of these properties. #7-1 North Shore Dune Restoration and Nourishment calls for dune restoration and construction to reduce risk of erosion along the North Shore. Project includes need for ongoing nourishment or installation of near-shore underwater sand berm at key locations. The second recommendation is #7-2 Sand Pumping Feasibility Study to study the impacts of a sand pumping and by-pass system to connect sand sources from inlet and along Coatue to the North Shore. Target implementation years for these projects are 2027 and 2035.

Current Flooding: According to the FEMA flood map these properties are not within a current flood zone.

Hurricane Inundation: According to Town GIS layer these properties will not experience inundation during hurricanes.

Storm Tide Pathways: According to Town GIS layer these properties will not experience flooding from storm tide pathways.

Future Coastal Flooding: According to the Massachusetts Coast Flood Risk Model there are no risks of coastal flooding to these properties for 2030, 2050, or 2070.

Current erosion: These properties are not in a current erosion zone.

Future erosion: These properties are not located in a future erosion zone out to 2100, according to FEMA's Coastal Erosion Hazard Map.

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 Steven L. Cohen, Trustee of 18 Sherburne Turnpike Nominee Trust, under a Declaration of Trust dated September 30, 2021 recorded with Nantucket Registry of Deeds in Book 1852, Page 96, having a mailing address C/O Cohen & Cohen Law, P.C., P.O. Box 786, Nantucket, Massachusetts 02554 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Folger Road, containing 1,693± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 18 Sherburne Turnpike, Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 196.2, 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 Fourteen Thousand Two Hundred Twenty-One and 20/100 Dollars (\$ 14,221.20), of which

\$ 0.00	was paid as a deposit
\$ 14,221.20	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 14,221.200</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

Steven L. Cohen, Trustee of
18 Sherburne Turnpike Nominee Trust
c/o Cohen & Cohen Law, P.C.
Nantucket, MA 02554

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 18 Sherburne Turnpike, shown on Town Assessor's Map 30 as Parcel 196.2, previously acquired by Grantee by Deed dated August 19, 2020 recorded with Nantucket County Registry of Deeds in Book 1852, Page 94 (together, the "Combined Premises"), and that no

part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

954321v2NANT19712/0307

ESCROW AGENT:
TOWN TREASURER

BUYER: 18 SHERBURNE TURNPIKE
NOMINEE TRUST

By: _____
Steven L. Cohen, Trustee

QUITCLAIM DEED

Parcel A, Folger Road, 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 Fourteen Thousand Two Hundred Twenty-One and 20/100 Dollars (\$14,221.20), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **STEVEN L. COHEN** as **TRUSTEE** of the **18 SHERBURNE TURNPIKE NOMINEE TRUST**, under Declaration of Trust dated September 30, 2021 and recorded at Book 1852, Page 96 at the Nantucket Registry of Deeds, (the “Grantee”) having its mailing address at C/O Cohen and Cohen Law PC, P.O. Box 786, Nantucket MA 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, Folger Road, containing 1,693 ± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 18 Sherburne Turnpike, shown on Assessor’s Map 30 as Parcel 196 acquired by Grantee by deed dated August 19, 2020, and recorded with said Registry of Deeds in Book 1852, Page 94, (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises

and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm 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")
Steven L. Cohen, Trustee of 18 Sherburne Turnpike
Nominee Trust ("Buyer")
Parcel A, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 14,221.20

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
3/27/25-6/30/2025 \$ 12.48
7/1/25-6/30/26 \$ 46.58

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 15,280.26

Checks:

Town of Nantucket \$ 15,280.26

**BUYER: 18 SHERBURNE TURNPIKE
NOMINEE TRUST**

**SELLER: TOWN OF NANTUCKET
By its Select Board**

Steven L. Cohen, Trustee

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 Steven L. Cohen, Trustee of the 2 Folger Road Nominee Trust, under a Declaration of Trust dated February 28, 2023 recorded with Nantucket Registry of Deeds in Book 1930, Page 239, having a mailing address C/O Cohen & Cohen Law, P.C., P.O. Box 786, Nantucket, Massachusetts 02554 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel B, Folger Road, containing 1,373± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 2 Folger Road, Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 196.1, 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 Eleven Thousand Five Hundred Thirty-Three and 20/100 Dollars (\$ 11,533.20), of which

\$ 0.00	was paid as a deposit
\$ 11,533.20	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 11,533.20</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

Steven L. Cohen, Trustee of 2 Folger Road
Nominee Trust
c/o Cohen & Cohen Law, P.C.
Nantucket, MA 02554

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

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.

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

shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 2 Folger Road, shown on Town Assessor's Map 30 as Parcel 196.1, previously acquired by Grantee by Deed dated February 28, 2023, recorded with Nantucket County Registry of Deeds in Book 1930, Page 242 (together, the "Combined Premises"), and that no part

of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

968578NANT19712/0308

BUYER: 2 FOLGER ROAD
NOMINEE TRUST

By: _____
Steven L. Cohen, Trustee

QUITCLAIM DEED

Parcel B, Folger Road, 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 Eleven Thousand Five Hundred Thirty-Three and 20/100 Dollars (\$11,533.20), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **STEVEN L. COHEN** as **TRUSTEE** of the **2 FOLGER ROAD NOMINEE TRUST**, under Declaration of Trust dated February 28, 2023 and recorded at Book 1930, Page 239 at the Nantucket Registry of Deeds, (the “Grantee”) having its mailing address at C/O Cohen and Cohen Law PC, P.O. Box 786, Nantucket MA 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel B, Folger Road, containing 1,373± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 2 Folger Road, shown on Assessor’s Map 30 as Parcel 196.1 acquired by Grantee by deed dated February 28, 2023, and recorded with said Registry of Deeds in Book 1930, Page 242, (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and

automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm 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")
Steven L. Cohen, Trustee of 2 Folger Road
Nominee Trust ("Buyer")
Parcel B, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 11,533.20

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
3/27/25-6/30/2025 \$ 9.60
7/1/25-6/30/26 \$ 37.72

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 12,580.52

Checks:

Town of Nantucket \$ 12,580.52

**BUYER: 2 FOLGER ROAD
NOMINEE TRUST**

**SELLER: TOWN OF NANTUCKET
By its Select Board**

Steven L. Cohen, Trustee

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 4 Hamblin Associates, LLC, a Delaware limited liability company, having a mailing address of 101 Curwen Circle, Rosemont, Pennsylvania 19010-1614 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel C, Folger Road, containing 708± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

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

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 4 Hamblin Road, Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 196, 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 Three Thousand Eight Hundred Ninety-Four and 00/100 Dollars (\$ 3,894.00), of which

\$ 0.00	was paid as a deposit
\$ 3,894.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 3,3894.00</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

4 Hamblin Associates, LLC
101 Curwen Circle
Rosemont, PA 19010-1614

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 4 Hamblin Road, shown on Town Assessor's Map 30 as Parcel 196, previously acquired by Grantee by Deed dated September 28, 2021, recorded with Nantucket County Registry of Deeds in Book 1852, Page 92 (together, the "Combined Premises"), and that no

part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

968601NANT19712/0309

BUYER: 4 HAMBLIN ASSOCIATES,
LLC

By: _____
Andrew A. Goldman, Manager

QUITCLAIM DEED

Parcel C, Folger Road, 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 Three Thousand Eight Hundred Ninety-Four and 00/100 Dollars (\$3,894.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **4 HAMBLIN ASSOCIATES, LLC** (the “Grantee”) having its mailing address at 101 Curwen Circle, Rosemont, Pennsylvania 19010, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel C, Folger Road, containing 708± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 4 Hamblin Road, shown on Assessor’s Map 30 as Parcel 196 acquired by Grantee by deed dated September 28, 2021, and recorded with said Registry of Deeds in Book 1852, Page 92, (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the .Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the

Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm 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")
4 Hamblin Associates, LLC ("Buyer")
Parcel C, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 3,894.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
3/27/25-6/30/2025 \$.96
7/1/25-6/30/26 \$ 2.30

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 4,897.26

Checks:

Town of Nantucket \$ 4,897.26

**BUYER: 4 HAMBLIN ASSOCIATES,
LLC**

**SELLER: TOWN OF NANTUCKET
By its Select Board**

Andrew A. Goldman, Manager

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 Rhack, LLC, a Massachusetts limited liability company, having an address at 101 S. Tyron Street, Suite 2660, Charlotte, North Carolina 28280, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel D, Folger Road, containing 1,216± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

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

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 20 Sherburne Turnpike, Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 195, 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 Ten Thousand Two Hundred Fourteen and 40/100 Dollars (\$ 10,214.40), of which

\$ 0.00	was paid as a deposit
\$ 10,214.40	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 10,214.40</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

Rhack, LLC
101 S. Tyron Street
Suite 2660
Charlotte, NC 28280

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 20 Sherburne Turnpike, shown on Town Assessor's Map 30 as Parcel 195, previously acquired by Grantee by Deed dated August 19, 2020, recorded with Nantucket County Registry of Deeds in Book 1760, Page 203 (together, the "Combined Premises"), and that no part

of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

968741NANT19712/0310

ESCROW AGENT:
TOWN TREASURER

BUYER: RHACK, LLC

By: _____
Hugh Leon McColl, III, Manager

QUITCLAIM DEED

Parcel D, Folger Road, 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 Ten Thousand Two Hundred Fourteen and 40/100 Dollars (\$10,214.40), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **RHACK, LLC**, a Massachusetts limited liability company (the “Grantee”) having its mailing address at 101 S. Tyron Street, Suite 2660, Charlotte, North Carolina 28280, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel D, Folger Road, containing 1,216 ± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 20 Sherburne Turnpike, shown on Assessor’s Map 30 as Parcel 195 acquired by Grantee by deed dated August 19, 2020, and recorded with said Registry of Deeds in Book 1760, Page 203, (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the

Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm 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")
Rhack, LLC ("Buyer")
Parcel D, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 10,214.40

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
3/27/25-6/30/2025 \$ 8.64
7/1/25-6/30/26 \$ 33.46

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 11,256.50

Checks:

Town of Nantucket \$ 11,256.50

BUYER: RHACK, LLC

SELLER: TOWN OF NANTUCKET
By its Select Board

Hugh Leon McColl, III

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 One Folger Road, LLC, a Massachusetts limited liability company, having an address at 7 The Byway, Bronxville, New York 10708 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel E, Folger Road, containing 1,285± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

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

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 1 Folger Road, Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 195.1, 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 Ten Thousand Seven Hundred Ten and 00/100 Dollars (\$ 10,710.00), of which

\$ 0.00	was paid as a deposit
\$ 10,710.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 10,710.00</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

One Folger Road, LLC
7 The Byway
Bronxville, NY 10708

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

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

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 1 Folger Road, shown on Town Assessor's Map 30 as Parcel 195.1, previously acquired by Grantee by Deed dated January 29, 2021, recorded with Nantucket County Registry of Deeds in Book 1800, Page 175 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written

permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

9688101NANT19712/0311

BUYER: ONE FOLGER ROAD, LLC

By: _____
_Tracy F. McVey

QUITCLAIM DEED

Parcel E, Folger Road, 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 Ten Thousand Seven Hundred Ten and 00/100 Dollars (\$10,710.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **ONE FOLGER ROAD, LLC**, a Massachusetts limited liability company (the “Grantee”) having its mailing address at 7 The Byway, Bronxville, New York 10708, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel E, Folger Road, containing 1,285± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 1 Folger Road, shown on Assessor’s Map 30 as Parcel 195.1 acquired by Grantee by deed dated January 29, 2021, and recorded with said Registry of Deeds in Book 1800, Page 175 (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s

existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, 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")
One Folger Road LLC ("Buyer")
Parcel E, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 10,710.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment

3/27/25-6/30/2025 \$ 9.60

7/1/25-6/30/26 \$ 35.10

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 11,754.70

Checks:

Town of Nantucket \$ 11,754.70

**BUYER: ONE FOLGER ROAD,
LLC**

**SELLER: TOWN OF NANTUCKET
By its Select Board**

Tracy F. McVey

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2025.

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 Brendan P. Johnson, Trustee of the Two Hamblin Road Nominee Trust under a Declaration of Trust dated June 24, 2015, recorded with Nantucket County Registry of Deeds in Book 1490, Page 202, having an address at 30 Stephanie Lane, Darien, Connecticut 06820 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel F, Folger Road, containing 1,350± square feet, on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket," dated September 22, 2021, prepared by Site Design Engineering, LLC, recorded with the Nantucket County Registry of Deeds as Plan No. 2021-68 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

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

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

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 2 Hamblin Road Nantucket, Massachusetts, which is shown as Town Assessor's Map 30 as Parcel 193, 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 Eleven Thousand Three Hundred Forty and 00/100 Dollars (\$11,340.00), of which

\$ 0.00	was paid as a deposit
\$ 11,340.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 11,340.00</u>	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 27th day of March 2025, 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:

Brendan P. Johnson, Trustee
of Two Hamblin Road Nominee
Trust
30 Stephanie Lane
Darien, CT 06820

With a copy to:

Jessie M. Glidden Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
(508) 228-6205

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for

all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 2 Hamblin Road, shown on Town Assessor's Map 30 as Parcel 193, previously acquired by Grantee by Deed dated June 24, 2015, recorded with Nantucket County

Registry of Deeds in Book 1490, Page 209 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds."

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

36. CONDITION OF PREMISES

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

Premises.

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

968849NANT19712/0312

BUYER: TWO HAMBLIN ROAD
NOMINEE TRUST

By: _____
_Brendan P. Johnson, Trustee

QUITCLAIM DEED

**Parcel F, Folger Road,
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 Eleven Thousand Three Hundred Forty and 00/100 Dollars (\$11,340.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2015 Annual Town Meeting, a certified copy of which is attached hereto, grants to **BRENDAN P. JOHNSON, TRUSTEE OF THE TWO HAMBLIN ROAD NOMINEE TRUST under Declaration of Trust dated June 24, 2015 recorded with Nantucket County Registry of Deeds in Book 1490, Page 202** (the “Grantee”) having its mailing address at 30 Stephanie Lane, Darien, Connecticut 06820, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel F, Folger Road, containing 1,350± square feet on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes Folger Road, Nantucket, Massachusetts, Assessors Map 30, Prepared for Town of Nantucket,” dated September 22, 2021, prepared by Site Design Engineering, LLC and recorded with Nantucket Registry of Deeds as Plan No. 2021-68 (the “Parcel”). The Parcel hereby conveyed is a portion of Folger Road and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 2 Hamblin Road, shown on Assessor’s Map 30 as Parcel 193 acquired by Grantee by deed dated June 24, 2015, and recorded with said Registry of Deeds in Book 1490, Page 209 (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and

automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Registry of Deeds.

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

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

For Grantor's title, see Order of Taking dated September 21, 2022, recorded with said Registry of Deeds in Book 1912, Page 292.

EXECUTED under seal this _____ day of _____, 2025.

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 _____, 2025, 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")
Brendan P. Johnson, Trustee of Two Hamblin Road Nominee Trust ("Buyer")
Parcel F, Folger Road, Nantucket, MA (Property)
March 27, 2025 (Closing Date)

Purchase Price: \$ 11,340.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
3/27/25-6/30/2025 \$ 9.60
7/1/25-6/30/26 \$ 37.06

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 12,386.66

Checks:

Town of Nantucket \$ 12,386.66

**BUYER: TWO HAMBLIN ROAD
NOMINEE TRUST**

**SELLER: TOWN OF NANTUCKET
By its Select Board**

Brendan P. Johnson, Trustee

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	03/26/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Request for Approval and Execution of Memorandum of Understanding, Acceptance of Grant of Drainage Easement, and Release of Easements in paper road easements over portions of Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue and Hawthorne Street and Irving Street with Charlene B. Engelhard and Hugh J. Freund, Trustees of CBE Skyline Nominee Trust dated November 2, 2023 owner of 8 and 8R Skyline Drive related to the Surfside Area Transportation Enhancements Project over Lovers Lane, Okorwaw Avenue and Monohansett Road.

Executive Summary

In conjunction with the planning and facilitation of the Surfside Transportation Project, the owner of the property located at 8 and 8R Skyline Drive owned by the CBE Skyline Nominee Trust dated November 2, 2023 by virtue of a Deed recorded on January 19, 2024 in Book 1965, Page 280 at the Nantucket Registry of Deeds agreed to convey Two (2) permanent non-exclusive easements in, on, over and under the portion of the Property shown as "Parcel D-2" containing 7,833± square feet and "Parcel D-3" containing 16,760± square feet; and Three (3) temporary non-exclusive easements in, on, over and under the portion of the Property shown as "Parcel TE-2" containing 805± square feet, "Parcel TE-3" containing 2,587± square feet and "Parcel TE-4" containing 6,450± square feet all shown on Plan No. 2025-1 recorded at the Nantucket Registry of Deeds to the Town of Nantucket for the purpose of constructing, inspecting, maintaining, repairing, removing, replacing, operating, relocating, and abandoning in place stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the drainage of stormwater, and for all uses and purposes incidental or related thereon. In exchange, the Town agreed to the release of easement rights in the paper roads, being the easement rights of others in and over those certain parcels of land comprising portions of Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue, and Hawthorne Street shown as Easement A containing a total of 148,058± square feet and a portion of Irving Street shown as Easement B containing 5,994± square feet on a Plan No. 2024- 8., which pursuant to Article 101 at the 2011 Annual Town Meeting the Select Board is duly authorized. The obligations of this agreement between the Town and the Trustees of the CBE Skyline Nominee Trust is memorialized in the Memorandum of Understanding. Town Counsel drafted the documents and reviewed with the owners attorney, Arthur Reade, who has approved them in form.

Staff Recommendation

Approval, Acceptance and Execution of documents in form reviewed and approved by Town Counsel



Background/Discussion

The location of the 8/8R Skyline Drive property was identified as an ideal location for the infrastructure needed for the remediation of the drainage issues in the Lovers Lane area and is an important component of the Surfside Transportation project. The owners have worked cooperatively with the Town during the planning process and Town Counsel has worked consistently and collaboratively with the owner's counsel Arthur Reade to develop the Memorandum of Understanding in which his clients indicated they would be willing to voluntarily grant the easement to the Town for the project if the Town would be willing to do a taking of easement rights and release them to them to clear up their title. In June of last year the Real Estate Assessment Committee reviewed and recommended the Taking of the Paper Road Easements noting that this cleans up old easements rights in unconstructed roads that no longer apply and the Select Board approved and executed the Order of Taking by Eminent Domain of the Easement rights in the paper roads shown on Plan 2024-8 is recorded in Book 1975, Page 313, which was authorized by Article 100 at the 2011 Annual Town Meeting. An easement plan was developed by the Town's Consultants Greenman- Pedersen, Inc. for the drainage easement purposes and construction plans have also been developed over the course of the last year.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Roadway improvements

Board/Commission Recommendation

N/A

Public Outreach

project posted on town website

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

Master Plan Capital Project

Attachments

Memorandum of Understanding; Grant of Drainage Easement; Easement Plan 2025-1; Release of Easement Rights; Plan 2024-8; Order of Taking



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of _____, 2025, between the Town of Nantucket, a Massachusetts municipal corporation (“Town”) acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and Charlene B. Engelhard and Hugh J. Freund, Trustees of the CBE Skyline Nominee Trust under Declaration of Trust dated November 2, 2023, recorded with Nantucket County Registry of Deeds in Book 1965, Page 283 (the “Owner”), having an address of 221 Balls Hill Road, Concord, Massachusetts 01742.

RECITALS

WHEREAS, the Owner owns a certain parcel of land located at 8 Skyline Drive, Nantucket, Massachusetts, by virtue of a deed recorded with Nantucket County Registry of Deeds in Book 1965, Page 280 (the “Property”);

WHEREAS, the Town and County of Nantucket are undertaking a roadway improvements project known as the “Surfside Area Transportation Enhancements Project” over Lovers Lane, Okorwaw Avenue and Monohansett Road (the “Project”) which among other purposes shall improve the drainage on Lovers Lane and prevent the roadway from flooding;

WHEREAS, the Town has requested that the Owner grant two (2) permanent drainage easements shown respectively as “Parcel D-2” containing 7,833± square feet and “Parcel D-3” containing 16,760± square feet, and three(3) temporary construction easements shown respectively as “Parcel TE-2” containing 805± square feet, “Parcel TE-3” containing 2,587± square feet and “Parcel TE-4” containing 6,450± square feet on a portion of the Property on a plan entitled “Plan of Easements at Lovers Lane, Nantucket, MA, Nantucket County, Prepared for the Town of Nantucket,” dated May 17, 2024, prepared by Greenman-Pedersen, Inc., recorded with said Deeds as Plan 2025-1, Sheet 1 of 11 (the “Easement Plan”), a copy of which is attached hereto as Exhibit A (the “Easement Premises”), to install, construct, maintain, repair, remove, replace, operate, relocate and abandon in place, stormwater drain or drains, manholes, pipes, conduits and any other structures or facilities for the drainage of stormwater, and for all uses or purposes incidental or related thereto;

WHEREAS, the Owner has agreed to grant the Town the permanent easements and the temporary easements in, on, over, under and upon the Easement Premises for the construction, installation, maintenance and repair of the drainage structures or facilities in order to complete the Project;

WHEREAS, the Town and the Owner desire to enter into this Memorandum of

Understanding setting forth the Parties' understanding relative to the grant of easement upon the Easement Premises and the Town's completion of the work described herein in conjunction with this Project.

NOW THEREFORE, in consideration of the foregoing and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Grant of Easement. The Owner will convey to the Town a permanent easement over Parcel D-2 and Parcel D-3 shown on said Easement Plan for the purposes of constructing, installing, maintaining and repairing drainage facilities and structures for the drainage of stormwater, and a temporary easement over Parcel TE-2, Parcel TE-3 and Parcel TE-4, shown on said Easement Plan for construction purposes and for the repair and restoration of the land, including but not limited to grading, landscaping and seeding of the affected property. A copy of the Grant of Drainage Easement is to be executed in substantially the same form as attached hereto as Exhibit B.
2. Compliance with Laws, Permits and Approvals. The Town shall use the Easement Premises in accordance with the terms and conditions of any and all permits and approvals issued for the Project, and with any federal and state laws, bylaws and regulations.
3. Conveyance of Release of Easements in Paper Streets. In consideration of the Owner's execution of the Grant of Drainage Easement to the Town, granting two permanent drainage easements and three (3) temporary easements as described in Paragraph 1 above, the Town shall convey to the Owner, in a form reasonably acceptable to the Owner, the Release of Easements in Easement A and Easement B shown on Plan No. 2024-8 recorded with Nantucket County Registry of Deeds taken by the Town of Nantucket by the Order of Taking by Eminent Domain of Easements over Portions of Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue, Hawthorne Street and Irving Street dated May 22, 2024. recorded with said Registry of Deeds in Book 1975, Page 313.
4. Non-Interference by Town. The Town shall not unreasonably interfere with the Owner's use of the Easement Premises.
5. Due Diligence. The Town and the Owner shall exercise due diligence and act in good faith, to finalize and record the Grant of Drainage Easement and Acceptance of Easement within fourteen (14) days of the execution of this Agreement.

6. Miscellaneous. This Agreement shall bind the Owner and the Town, and their successors and assigns, and is enforceable by the parties hereto. This MOU may not be amended except by a written instrument executed by the parties. If any provision or portion of this MOU is deemed to be invalid under any statute or rule of law, this MOU shall be interpreted as to be effective as to the remaining provisions of the MOU without invalidating the entire MOU. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any dispute hereunder not resolved by the parties shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts.

Signature Page to Follow

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board

OWNERS: CBE SKYLINE NOMINEE
TRUST

Brooke Mohr

Charlene B. Engelhard, Trustee

Matthew G. Fee

Hugh G. Freund, Trustee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

Exhibit A

GRANT OF DRAINAGE EASEMENT

Charlene B. Engelhard and Hugh J. Freund, Trustees of the CBE Skyline Nominee Trust under Declaration of Trust dated November 2, 2023, recorded with Nantucket County Registry of Deeds in Book 1965, Page 283 (“Grantor”), having an address of 221 Balls Hill Road, Concord, Massachusetts 01742, being the owner of property located at 8 Skyline Drive, Nantucket, Massachusetts, described in a deed recorded with the Nantucket County Registry of Deeds in Book 1965, Page 280 (the “Property”), for consideration paid of One Dollar (\$1.00) and other valuable consideration, hereby grants, with Quitclaim Covenants, to the **Town of Nantucket** (the “Town”), a Massachusetts municipal corporation, acting by and through its Select Board, having a usual place of business at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, the following rights:

1. Two (2) permanent non-exclusive easements in, on, over and under the portion of the Property shown as “Parcel D-2” containing 7,833± square feet and “Parcel D-3” containing 16,760± square feet (together, the “Permanent Easement Premises”) on a plan entitled “Plan of Easements at Lovers Lane in Nantucket, MA, Nantucket County Prepared for the Town of Nantucket” dated May 17, 2024, prepared by Greenman- Pedersen, Inc., (the “Easement Plan”) a reduced copy of which is attached hereto as Exhibit A, recorded with said Deeds, as Plan No. 2025-1, Sheet 1 of 11, for the purpose of constructing, inspecting, maintaining, repairing, removing, replacing, operating, relocating, and abandoning in place stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the drainage of stormwater, and for all uses and purposes incidental or related thereon; and
2. Three (3) temporary non-exclusive easements in, on, over and under the portion of the Property shown as “Parcel TE-2” containing 805± square feet, “Parcel TE-3” containing 2,587± square feet and “Parcel TE-4” containing 6,450± square feet (collectively, the “Temporary Easement Premises” and together with the Permanent Easement Premises hereinafter referred to as the “Easement Premises”) on the Easement Plan for construction purposes for the stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the stormwater drainage including and including but not limited to the grading of land, landscaping, loaming and seeding, and realigning or reconstructing slopes of excavation, which shall terminate automatically three (3) years from the date of recording of this Easement with said Registry of Deeds without the necessity of recording any instrument with said Registry of Deeds. Nothing in this paragraph shall affect the permanent easement acquired by the Town hereunder.

The Town shall have the right of entry upon and passage over said Easement Premises as reasonably necessary or convenient, by foot and motor vehicle, including heavy equipment, from time to time for all purposes stated herein and uses incidental thereto. This grant of easement includes the right to remove any structures, objects or vegetation (including trees and shrubs) from the Easement Premises as may be reasonably necessary or convenient to exercise the rights granted herein.

The Town shall promptly restore, as close as practicable, the Easement Premises to the condition they were in prior to the Town's disturbance and repair any damage caused by the Town or its agents, employees, and/or contractors to the Property or to improvements thereon, all at the Town's expense.

Grantor shall have the right to use the Easement Premises for any and all purposes provided that Grantor does not interfere unreasonably with the rights granted to the Town herein. Grantor agrees, for itself and its successors and assigns, not to place or cause to be placed any temporary or permanent buildings or structures, on or upon the Easement Premises or otherwise interfere unreasonably with the rights granted to the Town hereunder.

The rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The Town of Nantucket's Acceptance of this Grant of Easement is attached hereto and incorporated herein.

For Grantor's title see Deed recorded with Nantucket County Registry of Deeds in Book 1965, Page 280.

We hereby certify that we are the present Trustees of CBE Skyline Nominee Trust, which has not been amended nor revoked and has not been terminated, and that we have been duly authorized and directed by the holders of all of the beneficial interest in said Trust, none of whom are under any disability to act, to execute and deliver this instrument in accordance with its terms.

[Signature Page Follows]

Executed under seal this ____ day of _____, 2025

GRANTOR: CBE SKYLINE
NOMINEE TRUST

Charlene B. Engelhard, Trustee

Hugh J. Freund, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2025 before me, the undersigned Notary Public, personally appeared Charlene B. Engelhard, as a Trustee of CBE Skyline Nominee Trust who was proved to me through satisfactory evidence of identification, which was _____, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as her free act and deed.

Notary Public
My Commission Expires:

STATE OF _____

_____, ss.

On this ____ day of _____, 2025 before me, the undersigned Notary Public, personally appeared Hugh J. Freund, as a Trustee of CBE Skyline Nominee Trust who was proved to me through satisfactory evidence of identification, which was _____, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as his free act and deed.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT

The Town of Nantucket, acting by and through its Select Board, hereby accepts the foregoing Grant of Drainage Easement from Charlene B. Engelhard and Hugh J. Freund, Trustees of the CBE Skyline Nominee Trust on this _____ day of _____, 2025, pursuant to G.L. c. 83, § 4.

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 _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab and Dawn E. Hill Holdgate, Members of the Town of Nantucket Select Board, who proved to me through satisfactory evidence of identification, which was personal knowledge, 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 on behalf of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

Exhibit A

RELEASE OF EASEMENTS

The **Town of Nantucket**, a Massachusetts municipal corporation, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts, acting by and through its Select Board (the “Town”), for consideration paid of One Dollar (\$1.00) and a Grant of Drainage Easement from the afore-referenced Grantee to the Grantor over a portion of 8 Skyline Drive, Nantucket, Massachusetts receipt of which is hereby acknowledged, pursuant to the authority of the vote of Article 101 adopted at its 2011 Annual Town Meeting, a certified copy of which is attached hereto, hereby releases to **Charlene B. Engelhard and Hugh J. Freund, Trustees of the CBE Skyline Nominee Trust under a Declaration of Trust dated November 2, 2023, recorded with Nantucket County Registry of Deeds in Book 1965, Page 283**, owner of property at 8 Skyline Drive, Nantucket, Massachusetts, described in a deed recorded with Nantucket County Registry of Deeds in Book 1965, Page 280 (the “Property”), all of the Town’s right, title and interest in the easement rights in the portions of the Property shown as Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue and Hawthorne Street shown as Easement A containing 148,058± s. f. and in a portion of Irving Street shown as Easement B containing 5,994± s. f. on a plan of land entitled “Plan of Taking and Disposition for the Town of Nantucket, Nantucket, Mass.,” dated April 25, 2024, prepared by Earle & Sullivan, Inc.” and recorded with said Deeds as Plan No. 2024-8.

For title to Town’s easement rights see Order of Taking by Eminent Domain of Easements over Portions of Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue, Hawthorne Street and Irving Street dated May 22, 2024, recorded with said Deeds in Book 1975, Page 313.

Signature Page to Follow

EXECUTED under seal this _____ day of _____, 2025.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

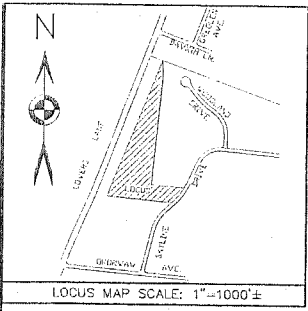
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2025, 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:



2024 000000000
Bk: Pg: 0 Page: 0
Doc: PLAN 05/03/2024 02:17 PM

NANTUCKET REGISTRY OF DEEDS
Date May 3, 2024
Time 2:17 PM
Plan No. 2024-8
Attest: James H. Fenwick
Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE ONLY



"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."
Stephen J. Sullivan 04/25/2024
PROFESSIONAL LAND SURVEYOR DATE

BEING A PLAN FOR REAL ESTATE ACQUISITION AND CONVEYANCE OF PAPER STREETS AS REFERRED TO IN ARTICLES 100 AND 101, AT THE 2011 ATM
PLAN OF TAKING and DISPOSITION FOR THE TOWN OF NANTUCKET IN NANTUCKET, MASS.
SCALE: 1" = 50' DATE: APRIL 25, 2024
EARLE & SULLIVAN, INC.
PROFESSIONAL LAND SURVEYORS
6 YOUNGS WAY
NANTUCKET, MA 02584
508-332-4808



SELECTBOARD

[Signature]
DATE SIGNED _____

EASEMENT "A"
DEARBORN ST., ONISKA AVE., MACOMET AVE., MONOMOY AVE., MASSASOIT AVE., CENTRAL AVE., AND HAWTHORNE ST.
AREA=149,059±S.F.
EASEMENT "B" (IRVING ST.) AREA=5,994±S.F.
TOTAL ROAD AREA = 154,052±S.F.

Map 79 - 4
Charlene B. Engelhard and
Hugh J. Freund, Trs.
Dd.Bk.1965 Pg.280
Lot 2 - PlanFile 54 - Z
8 Skyline Dr.

Map 79 - 210
Charlene B. Engelhard and
Hugh J. Freund, Trs.
Dd.Bk.1965 Pg.280
Lot 1 - PlanFile 54 - Z
6 Skyline Dr.



COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF EASEMENTS OVER PORTIONS OF DEARBORN STREET,
ONISKA AVENUE, MIACOMET AVENUE, MONOMOY AVENUE,
MASSASOIT AVENUE, CENTRAL AVENUE, HAWTHORNE STREET
AND IRVING STREET

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts ("Town"), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote on Article 100 adopted by the Town at its 2011 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the easement rights of others in and over those certain parcels of land comprising portions of Dearborn Street, Oniska Avenue, Miacomet Avenue, Monomoy Avenue, Massasoit Avenue, Central Avenue, and Hawthorne Street shown as Easement A containing a total of 148,058± square feet and easement rights of others in and over a certain parcel of land comprising a portion of Irving Street shown as Easement B containing 5,994± square feet (the "Easement Parcels") on a plan of land entitled "Plan of Taking and Disposition for the Town of Nantucket in Nantucket, Mass," dated April 25, 2024, prepared by Earle & Sullivan, Inc., recorded with the Nantucket County Registry of Deeds as Plan No. 2024- 8 (the "Plan") is required for public ways, open space or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from those who hold easements and other rights to the Easement Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the easement rights in and over the Easement Parcels, if any.

Said Easement Parcels and easements are owned or supposed to be owned and/or formerly owned by the following Owners:

Owner: Charlene B. Engelhard and Hugh J. Freund, Trustees of CBE Skyline Nominee Trust u/d/t dated November 2, 2023, recorded with said Deeds in Book 1965, Page 283
Address: 8 Skyline Drive, Nantucket, MA 02554
Interest Taken: Easement rights of others in Easement A containing 148,058± square feet
Title Reference: Deed recorded with said Deeds in Book 1965, Page 280

Owner: Charlene B. Engelhard and Hugh J. Freund, Trustees of CBE Skyline Nominee Trust u/d/t dated November 2, 2023, recorded with said Deeds in book 1965, Page 283

6R
Address: 6 Skyline Drive, Nantucket, MA 02554
Interest Taken: Easement rights of others in Easement B containing 5,994± square feet
Title Reference: Deed recorded with said Deeds in Book 1965, Page 280.

Any and all trees, vegetation, structures and improvements on the Easement Parcels are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Easement Parcels and easements are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Easement Parcels and easement rights taken hereby is not a true owner of said Easement Parcels or easement rights, then the award is made only to the true owner(s) of said Easement Parcels or easement rights.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Adopted under seal this 22nd day May, 2024

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

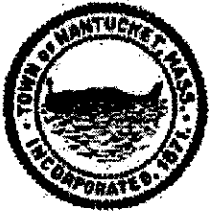
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this 22nd day of May, 2024, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, as members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.



Tracy R. MacDonald
Notary Public
My commission expires:



Town of Nantucket

.....

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

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

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

.....

April 19, 2011

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 4, 2011 ANNUAL TOWN MEETING adopted **Article 100: "Real Estate Acquisition: "Paper" Streets in Surfside"** at the April 4, 2011 adjourned session when ...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 100 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ATTEST: TRUE COPY

NANTUCKET TOWN & COUNTY CLERK

ARTICLE 100**(Real Estate Acquisition: "Paper" Streets in Surfside)**

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain the lesser interests than fee in all or any portion of thirty (30) unconstructed rights of way in the Surfside area of Nantucket, shown on a plan recorded at the Nantucket Registry of Deeds on May 17, 1889 at Plan Book 2, Page 60, but subsequently removed or eliminated in later subdivisions, and identified below, together with any public and private rights of passage, for public ways, open space and/or general municipal purposes:

- Dearborn Street between the northern sideline of Maclean Street and the southern sideline of Oniska Avenue;
- Central Avenue (Street) between the northern sideline of the Boulevard and the eastern sideline of Dearborn Street (excluding any portion of Pochick, Pocomo, Okorwaw, Chappomis, and Massasoit Avenues);
- Hawthorne Street between the northern sideline of Weweeder Avenue and the eastern sideline of Dearborn Street (excluding any portion of Pochick, Pocomo, Okorwaw, Chappomis, Massasoit, Monomoy and Miacomet Avenues);
- Irving Street between the northern sideline of Okorwaw Avenue and (excluding any portion of Chappomis, Massasoit, Monomoy and Miacomet Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- (Mount) Vernon Street between the northern sideline of Okorwaw Street and (excluding any portion of Chappomis, Massasoit, Monomoy and Miacomet Avenues and Skyline and Woodland Drives) the southern sideline of Oniska Avenue and between the northern sideline of Pochick and the southern sideline of Pocomo Avenues;
- Waverly Street between the northern sideline of Okorwaw Avenue and (excluding any portion of Chappomis, Massasoit, Monomoy and Miacomet Avenues and Skyline and Woodland Drives) the southern sideline of Oniska Avenue and between the northern sideline of Pochick and the southern sideline of Okorwaw Avenue (excluding any portion of Pocomo Avenue);
- Adams Street between the northern sideline of Pocomo Avenue and (excluding any portion of Okorwaw, Chappomis, Massasoit, and Monomoy Avenues and Skyline Drive) the southern sideline of Miacomet Avenue;
- Andrew Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Pochick, Pocomo, Okorwaw, Chappomis, Massasoit and Monomoy Avenues, and Skyline Drive) the southern sideline of Oniska Avenue;
- Clay Street between the northwestern sideline of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road, Chappomis, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- Jackson Street between the northern sideline of Okorwaw Avenue and (excluding any portion of Monohansett Road, Chappomis, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue and between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and the southern sideline of Pocomo Avenue;
- Sumner Street between the northern sideline of Okorwaw Avenue and (excluding any portion of Monohansett Road, Chappomis, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- Washington Street between the northern sideline of Okorwaw Avenue and (excluding any portion of Monohansett Road, Chappomis, Massasoit and Monomoy Avenues and

- Skyline Drive) the southern sideline of Oniska Avenue;
- Webster Street between the northern sideline of Skyline Drive and the southern sideline of Oniska Avenue and between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and the southern sideline of Chappomis Avenue;
- Wilson Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road, Chappomis, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- Everett Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- Russell Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road, Massasoit and Monomoy Avenues and Skyline Drive) the southern sideline of Oniska Avenue;
- Starbuck Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road and Monomoy Avenue) the southern sideline of Oniska Avenue;
- Gardner Street between the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport) and (excluding any portion of Monohansett Road and Monomoy Avenue) the southern sideline of Oniska Avenue;
- Pochick Avenue between the eastern sideline of Adams Street to the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport);
- Pocomo Avenue between the eastern sideline of Lovers Lane to the centerline of Prospect Street (aka Harriet Street), between the centerline of Central Avenue (Street) and the centerline of Hawthorne Street, and between the centerline of (Mount) Vernon Street and (excluding any portion of Monohansett Road) the centerline of Jackson Street;
- Chappomis Avenue between the eastern sideline of Hawthorne Street and (excluding any portion of Monohansett Road and Skyline Drive) the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport);
- Massasoit Avenue between the eastern sideline of Dearborn Street and (excluding any portion of Skyline Drive, Webster Street and Monohansett Road) the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport);
- Maclean Street between the eastern sideline of Lover's Lane and the northern sideline of Okorwaw Avenue and between the eastern sideline of Myrtle Street and the western sideline of Lover's Lane;
- Monomoy Avenue between the eastern sideline of Dearborn Street and (excluding any portion of Monohansett Road and Skyline Drive) the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport);
- Prospect Street (aka Harriet Street) between the northern sideline of Boulevard and the southern sideline of Pochick Avenue and between the northern sideline of Pocomo Avenue and (excluding any portion of Okorwaw Avenue) the eastern sideline of Dearborn Street;
- Miacomet Avenue between the eastern sideline of Dearborn Street and (excluding any portion of Woodland Drive) to the southern sideline of Oniska Avenue; and
- Oniska Avenue from the eastern property line of a parcel known as Assessor Map 68 parcel 68 and (excluding any portion of Monohansett Road) the western sideline of Macy's Lane;
- Poplar Street between the northern sideline of Nobadeer Avenue and the southern sideline of Pochick Avenue and between the northern sideline of Mequash Avenue and the

southern sideline of the Boulevarde;

- School Street (s.k.a. Aurgia Street) between the eastern sideline of Atlantic Avenue and (excluding any portion of Weweeder Avenue) the southern sideline of Pochick Avenue;
- Atlantic Avenue between the northern sideline of Nobadeer Avenue and (excluding any portion of Weweeder Avenue) the southern sideline of Pochick Avenue; and

To see if the Town will vote to appropriate, borrow pursuant to applicable statute or transfer from available funds, a sum of money for such purposes.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 100" dated January 2011 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

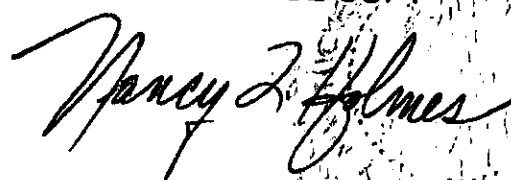
(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen be authorized to acquire by purchase, gift or eminent domain the lesser interests than fee in all or any portion of thirty (30) unconstructed rights of way in the Surfside area of Nantucket, shown on a plan recorded at the Nantucket Registry of Deeds on May 17, 1889 at Plan Book 2, Page 60, but subsequently removed or eliminated in later subdivisions, and identified in the Warrant under Article 100, together with any public and private rights of passage, for public ways, open space and/or general municipal purposes, and as amended below:

- Chappomis Avenue between the eastern sideline of Hawthorne Dearborn Street and (excluding any portion of Monohansett Road and Skyline Drive) the northwestern lot line of Assessor Map 79 Parcel 12 (Nantucket Memorial Airport);
- Oniska Avenue from the eastern property line of a parcel known as Assessor Map 68 parcel 68 and (excluding any portion of Monohansett Road and Woodland Drive) the western sideline of Macy's Lane;
- Poplar Street between the northern sideline of Nobadeer Avenue and the southern sideline of Pochick Avenue and (excluding any portion of Weweeder Avenue) between the northern sideline of Mequash Avenue and the southern sideline of the Boulevarde;
- School Street (s.k.a. Aurgia Aurgia Street) between the eastern sideline of Atlantic Avenue and (excluding any portion of Weweeder Avenue) the southern sideline of Pochick Avenue.

All as shown on a map entitled "2011 Annual Town Meeting Warrant Article 100" dated January 2011.

ATTEST: TRUE COPY

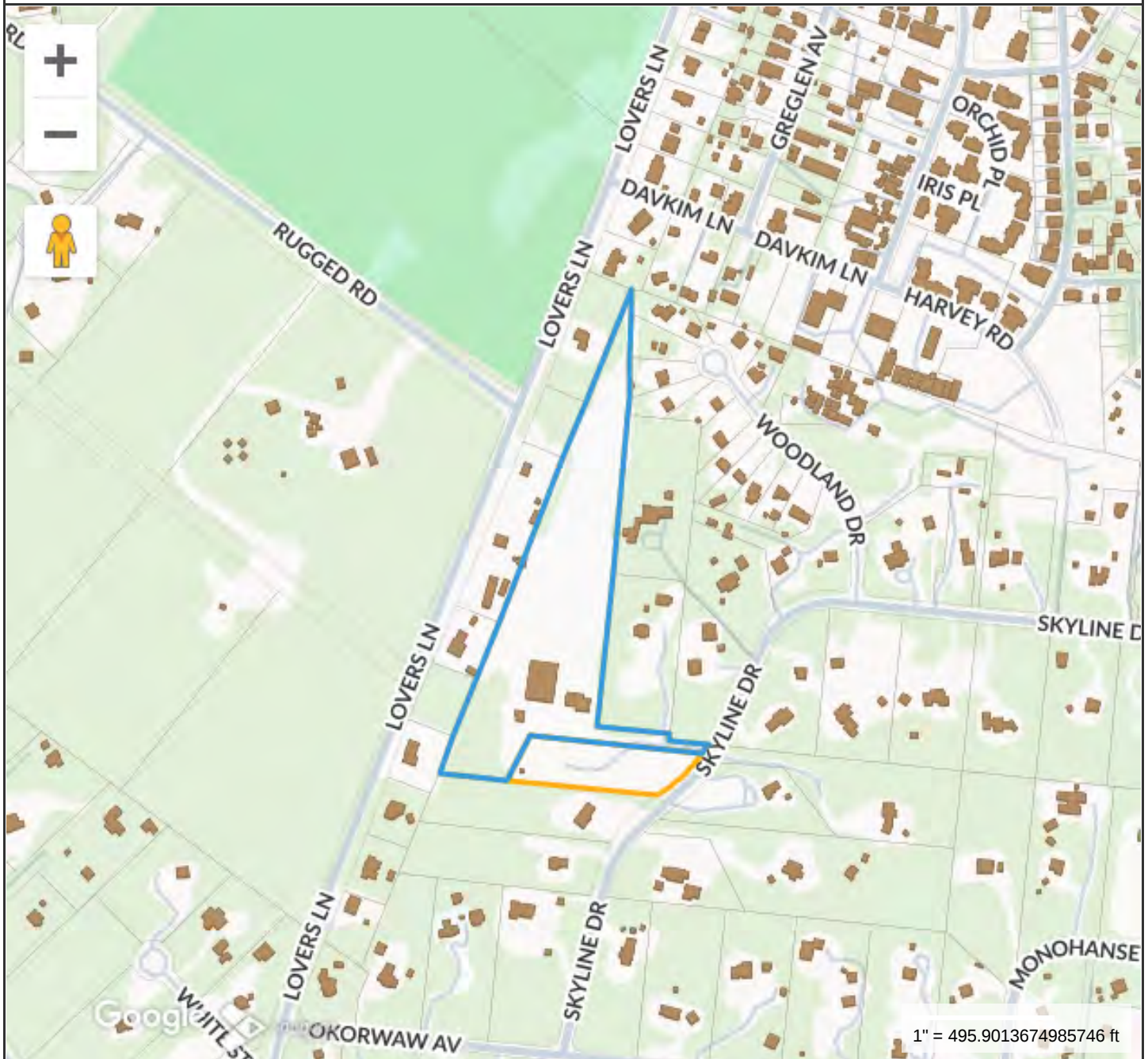


NANTUCKET TOWN & COUNTY CLERK

ATM 11 Article 100, Page 4 of 4

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

8 & 8R Skyline Drive - Englehard

**Property Information**

Property ID 7307
Location 8R SKYLINE DR
Owner ENGELHARD CHARLENE B TRST ETAL

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

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

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

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



Agenda Item Summary

Agenda Item #	VIII. 3.
Date	03/26/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Request for Approval and Execution of Memorandum of Understanding and Acceptance of Grant of Drainage Easement from Joanne C. Johnsen, Trustee of Johnsen III Family Trust u/d/t dated August 1, 2024 owner of 40 Lovers Lane, Nantucket related to the Surfside Area Transportation Enhancements Project over Lovers Lane, Okorwaw Avenue and Monohansett Road.

Executive Summary

In conjunction with the planning and facilitation of the Surfside Transportation Project, the owner of the property located at 40 Lovers Lane owned by the Johnsen III Family Trust dated August 1, 2024 and recorded in Book 1983, Page 149 by virtue of a Deed recorded in Book 1983, Page 147 at the Nantucket Registry of Deeds agreed to convey a permanent non-exclusive easement in, on, over and under the portion of the Property shown as shown as "Parcel D-1" containing 3,410± square feet; and a temporary non-exclusive easement in, on, over and under the portion of the Property shown as "Parcel TE-1" containing 3,571± square feet all shown on Sheet 1 of 11 on Plan No. 2025-1 recorded at the Nantucket Registry of Deeds to the Town of Nantucket for the purpose of constructing, inspecting, maintaining, repairing, removing, replacing, operating, relocating, and abandoning in place stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the drainage of stormwater, and for all uses and purposes incidental or related thereon. In exchange, the Town agreed to install three (3) Belgian Block Aprons and some replacement trees and shrubs as well as remove some brush from the property. The obligations of this agreement between the Town and the Trustee of the Johnsen III Family Trust is memorialized in the Memorandum of Understanding. Town Counsel drafted the documents and reviewed with the owner's attorney, Keith Yankow, who has approved them in form.

Staff Recommendation

Approval, Acceptance and Execution of documents in form reviewed and approved by Town Counsel

Background/Discussion

The location of the 40 Lovers Lane easement is the connection between Lovers Lane and the 8/8R Skyline Drive infrastructure and equipment for repair, regular maintenance and management for the remediation of the drainage issues in the Lovers Lane area and will be the "access" that is an important component of the Surfside Transportation project. The owner initially worked out the agreement with previous Town Staff during initial planning process and current staff was able to meet with the owner and solidify an Agreement that is mutually beneficial to the owner and the Town. Town Counsel worked collaboratively with the owner's counsel Keith Yankow to finalize the Memorandum of Understanding



and Permanent Easement. The easement plan was developed by the Town's Consultants Greenman-Pedersen, Inc. for the drainage easement purposes and construction plans have also been developed over the course of the last year and the Aprons are shown on the plans.

Impact: Environmental ☐ **Fiscal** ☐ **Community** ☒ **Other** ☐

Roadway improvements

Board/Commission Recommendation

N/A

Public Outreach

Project posted on Town website

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

Master Plan Capital Project

Attachments

Memorandum of Understanding; Grant of Drainage Easement; Easement Plan 2025-1; construction plan; associated Trustee's Certificate and GIS location.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of _____, 2025, between the Town of Nantucket, a Massachusetts municipal corporation (“Town”) acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and Joanne C. Johnsen, Trustee of the Johnsen III Family Trust under Declaration of Trust dated August 1, 2024, recorded with the Nantucket County Registry of Deeds in Book 1983, Page 149 (the “Owner”), having an address of 40 Lovers Lane, Nantucket, Massachusetts 02554.

RECITALS

WHEREAS, the Owner owns a certain parcel of land located at 40 Lovers Lane, Nantucket, Massachusetts, by virtue of a deed recorded with Nantucket County Registry of Deeds in Book 1983, Page 147 (the “Property”);

WHEREAS, the Town and County of Nantucket are undertaking a roadway improvements project known as the “Surfside Area Transportation Enhancements Project” over Lovers Lane, Okorwaw Avenue and Monohansett Road (the “Project”) which among other purposes shall improve the drainage on Lovers Lane and prevent the roadway from flooding;

WHEREAS, the Town has requested that the Owner grant a drainage easement and a temporary construction easement on a portion of the Property shown as “Parcel D-1” and “Parcel TE-1” respectively on a plan entitled “Plan of Easements at Lovers Lane, Nantucket, MA, Nantucket County, Prepared for the Town of Nantucket,” dated May 17, 2024, prepared by Greenman-Pedersen, Inc., recorded with said Deeds as Plan 2025-1, Sheet 1 of 11(the “Easement Plan”), a copy of which is attached hereto as Exhibit A (the “Easement Premises”), to install, construct, maintain, repair, remove, replace, operate, relocate and abandon in place, stormwater drain or drains, manholes, pipes, conduits and any other structures or facilities for the drainage of stormwater, and for all uses or purposes incidental or related thereto;

WHEREAS, the Owner has agreed to grant the Town a permanent easement and a temporary easement in, on, over, under and upon the Easement Premises for the construction, installation maintenance and repair of the drainage structures or facilities in order to complete the Project;

WHEREAS, the Town and the Owner desire to enter this Memorandum of Understanding setting forth the Parties’ understanding relative to the grant of easement upon the Easement Premises and the Town’s completion of the work described herein in conjunction with this Project.

NOW THEREFORE, in consideration of the foregoing and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Grant of Easement. The Owner will convey to the Town a permanent easement over Parcel D-1 shown on said Easement Plan for the purposes of constructing, installing, maintaining and repairing drainage facilities and structures for the drainage of stormwater, and a temporary easement over Parcel TE-1 shown on said Easement Plan for construction purposes and for the repair and restoration of the land, including but not limited to grading, landscaping and seeding of the affected property. A copy of the Grant of Drainage Easement is to be executed in substantially the same form as attached hereto as Exhibit B.
2. Compliance with Laws, Permits and Approvals. The Town shall use the Easement Premises in accordance with the terms and conditions of any and all permits and approvals issued for the Project, and with any federal and state laws, bylaws and regulations.
3. Completion of Work by Town. The Town agrees to acquire the materials and perform the following work on the Owner's Property in consideration for the Owner's grant of permanent and temporary easements to the Town:
 - a. Install three (3) Belgian block aprons located at the end of the driveways as shown on the Construction Plan for the Surfside Area Roadway Enhancements for Lovers Lane, Okorwaw Avenue & Monohansett Road, Nantucket, MA, prepared by Greenman-Pedersen, Inc., Sheet 10 of 247;
 - b. Clearing and removal of existing pile of brush and vegetation cuttings located on Property; and
 - c. Plant privet or evergreen shrubbery near the roadway to provide some shielding from the roadway, or comparable shrubbery suitable in the judgement of the Town's arborist for the location near the roadway.

The Town agrees to remove the pile of brush and vegetation cuttings at the start of the Project to commence the roadway improvements and drainage. It will complete the installation of the stone driveway aprons and the landscaping and plantings of trees and shrubbery no later than three (3) years from the recording of the Easement or as soon thereafter as reasonably practicable due to any delays in the completion of the project and weather conditions.

The Town's employees and contractors shall complete the work in a good and workmanlike manner within a reasonable period of time as estimated.

4. Non-Interference by Town. The Town shall not unreasonably interfere with the Owner's use of the Easement Premises.
5. Due Diligence. The Town and the Owner shall exercise due diligence and act in good faith, to finalize and record the Grant of Drainage Easement and Acceptance of Easement within fourteen (14) days of the execution of this Agreement.
6. Miscellaneous. This Agreement shall bind the Owner and the Town, and their successors and assigns, and is enforceable by the parties hereto. This MOU may not be amended except by a written instrument executed by the parties. If any provision or portion of this MOU is deemed to be invalid under any statute or rule of law, this MOU shall be interpreted as to be effective as to the remaining provisions of the MOU without invalidating the entire MOU. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any dispute hereunder not resolved by the parties shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts.

Signature Page to Follow

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board

OWNER: JOHNSEN III FAMILY TRUST

Brooke Mohr

Joanne C. Johnsen, Trustee

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

Exhibit A

GRANT OF DRAINAGE EASEMENT

Joanne C. Johnsen, Trustee of Johnsen III Family Trust, dated August 1, 2024 and recorded in Book 1983, Page 149 (“Grantor”), having an address of 40 Lovers Lane, Nantucket, Massachusetts, being the owner of property located at 40 Lovers Lane, Nantucket, Massachusetts, and described in a deed recorded with the Nantucket County Registry of Deeds in Book 756, Page 174 (the “Property”), for consideration paid of One Dollar (\$1.00) and other valuable consideration, hereby grants, with Quitclaim Covenants, to the **Town of Nantucket** (the “Town”), a Massachusetts municipal corporation, acting by and through its Select Board, having a usual place of business at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, the following rights:

1. A permanent non-exclusive easement in, on, over and under the portion of the Property shown as “Parcel D-1” containing 3,410± square feet (the “Permanent Easement Premises”) on a plan entitled “Plan of Easements at Lovers Lane in Nantucket, MA, Nantucket County Prepared for the Town of Nantucket” dated May 17, 2024, prepared by Greenman- Pedersen, Inc., (the “Easement Plan”) a reduced copy of which is attached hereto as Exhibit A, recorded with said Deeds, as Plan No. 2025-1, Sheet 1 of 11, for the purpose of constructing, inspecting, maintaining, repairing, removing, replacing, operating, relocating, and abandoning in place stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the drainage of stormwater, and for all uses and purposes incidental or related thereon; and
2. A temporary non-exclusive easement in, on, over and under the portion of the Property shown as “Parcel TE-1” containing 3,571± square feet (the “Temporary Easement Premises” and together the “Easement Premises”) on the Easement Plan for construction purposes for the stormwater drain or drains, and any manholes, pipes, conduits and other structures or facilities for the stormwater drainage including and including but not limited to the grading of land, landscaping, loaming and seeding, and realigning or reconstructing slopes of excavation, which shall terminate automatically three (3) years from the date of recording of this Easement with said Registry of Deeds without the necessity of recording any instrument with said Registry of Deeds. Nothing in this paragraph shall affect the permanent easement acquired by the town hereunder.

The Town shall have the right of entry upon and passage over said Easement Premises as reasonably necessary or convenient, by foot and motor vehicle, including heavy equipment, from

time to time for all purposes stated herein and uses incidental thereto. This grant of easement includes the right to remove any structures, objects or vegetation (including trees and shrubs) from the Easement Premises as may be reasonably necessary or convenient to exercise the rights granted herein.

The Town shall promptly restore, as close as practicable, the Easement Premises to the condition they were in prior to the Town's disturbance and repair any damage caused by the Town or its agents, employees, and/or contractors to the Property or to improvements thereon, all at the Town's expense.

Grantor shall have the right to use the Easement Premises for any and all purposes provided that Grantor does not interfere unreasonably with the rights granted to the Town herein. Grantor agrees, for itself and its successors and assigns, not to place or cause to be placed any temporary or permanent buildings or structures, on or upon the Easement Premises or otherwise interfere unreasonably with the rights granted to the Town hereunder.

The rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The Town of Nantucket's Acceptance of this Grant of Easement is attached hereto and incorporated herein.

For Grantor's title see Deeds recorded with Nantucket County Registry of Deeds in Book 1983, Page 147.

[Signature Page Follows]

Executed under seal this _____ day of _____, 2025

JOHNSEN III FAMILY TRUST

Joanne C. Johnsen, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2025 before me, the undersigned Notary Public, personally appeared Joanne C. Johnsen who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily in her capacity as Trustee of the Johnsen III Family Trust for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT

The Town of Nantucket, acting by and through its Select Board, hereby accepts the foregoing Grant of Drainage Easement from Joanne C. Johnsen, Trustee of the Johnsen III Family Trust dated August 1, 2024 on this _____ day of _____, 2025, pursuant to G.L. c. 83, § 4.

TOWN OF NANTUCKET,
By its Select Board

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

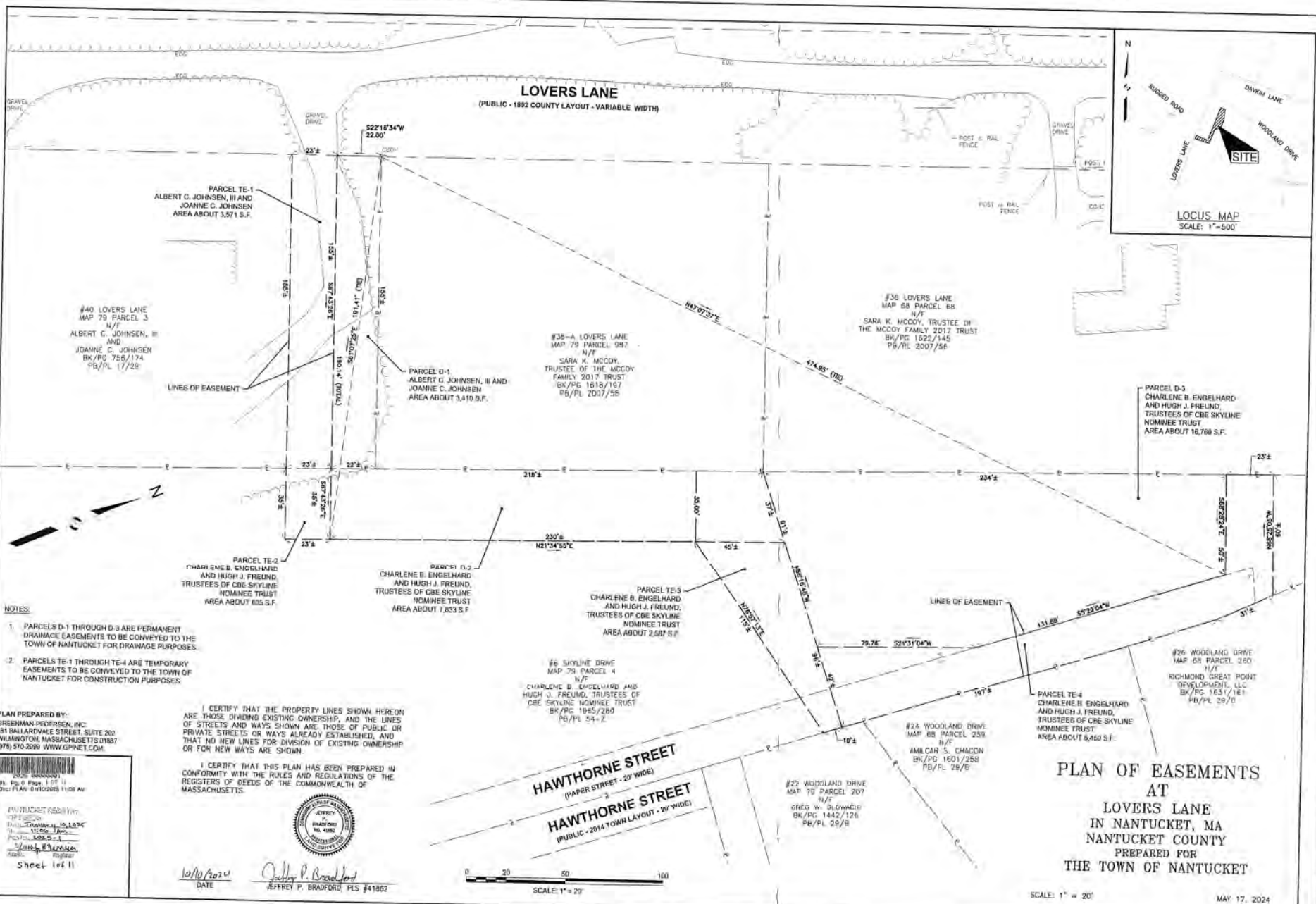
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

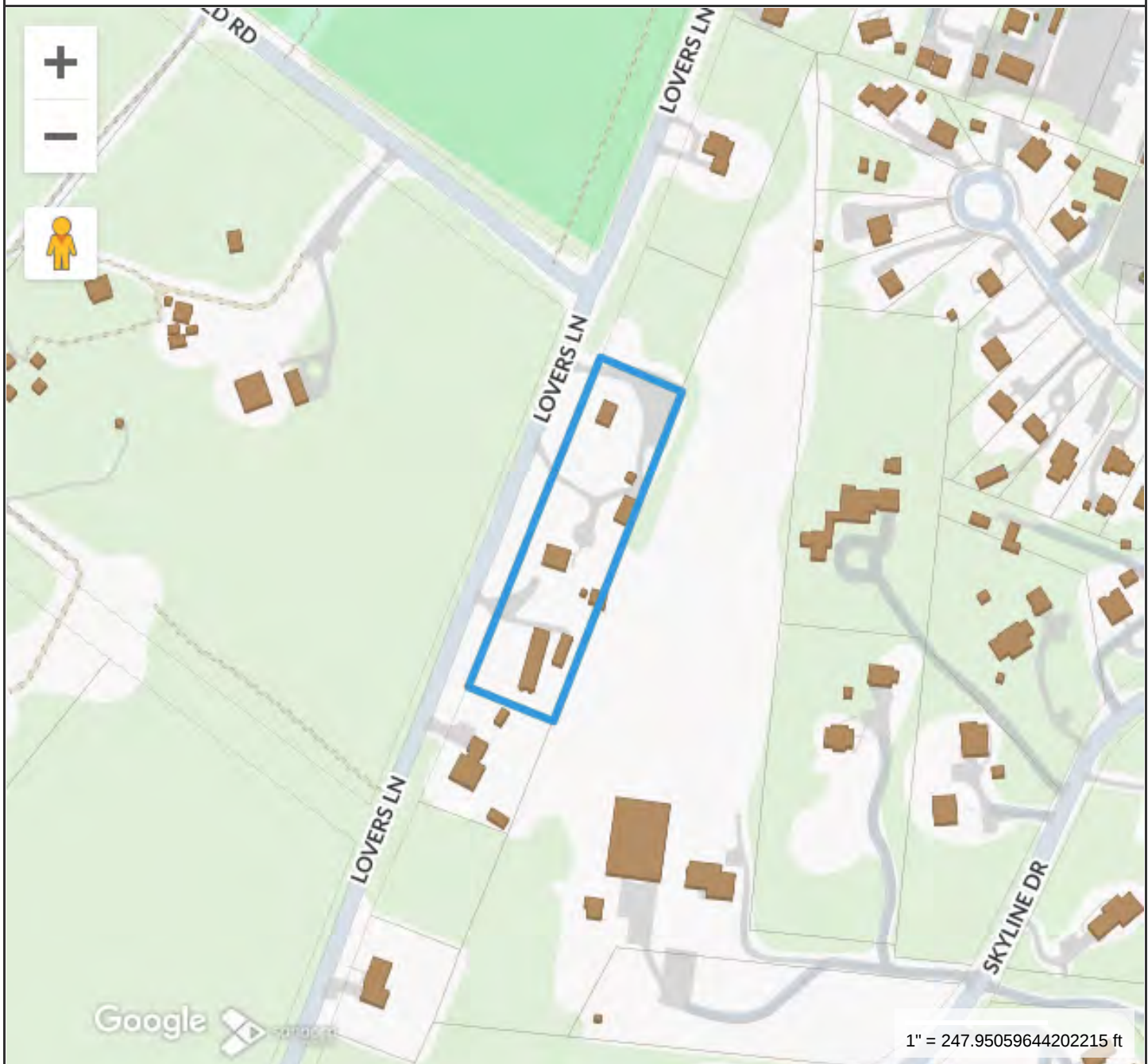
On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab and Dawn E. Hill Holdgate, Members of the Town of Nantucket Select Board, who proved to me through satisfactory evidence of identification, which was personal knowledge, 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 on behalf of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

Exhibit A



40 Lovers Ln - Johnsen

**Property Information**

Property ID 7306
Location 40 LOVERS LN
Owner JOHNSEN JOANNE C TR

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

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

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

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



Town Manager's Activities Report

Agenda Item #	IX-1
Date	03/26/25

Staff

Town Manager, Assistant Town Managers, Administration Staff, Others

Subject

Monthly Town Management Activity Report

Business as Usual

- 2025 Annual Town Meeting & Election Prep **Motions adopted; Select Board Comments in progress; warrant to go to printer 3/28; outreach underway (videos, Voter's Guide, project info sessions – at least 10 separate sessions, Fact Sheets, article summary prep sessions; Town Meeting “FAQ’s” – including NCTV with Comms Office and Moderator videos)**
- Strategic Plan follow-up from Select Board's October St Plan Retreat **In process of scheduling Focus Area Teams meeting(s) to update implementation plan following Board adoption of its Strategic Plan on 1/22/25**
- Monthly Town Manager Enews – **prepping for April issuance**
- Monthly SB Licensing Meeting
- Road & Sidewalk Closures, House Moves – Coordination/Outreach **Constant**
- Public records requests: Immense amount of time and effort with FOIA's; 2 full-time positions now essentially dedicated to these **Working to develop job description for Committee Coordinator position**
- Increase in daily emails, calls, walk-ins due to increased activities

Strategic/Major Initiatives

- Baxter Road Alt Access and SBPF Geotube Project **Internal discussion progressing regarding the assessment of betterments and potential associated legal issues for Alt Access project; working on conceptual License Conditions for SBPF geotube project (planning a review with the SB and to invite public input before ATM)**
- Sheep Pond Road **Update at 3/26 County meeting**
- Proposed New Our Island Home: **Steering Committee meeting regularly (1-3x per month) continuing work on design, permitting and other elements; outreach underway; discussions with Friends of Our Island Home regarding fundraising; updating project**

information on Town website; next steps if voters do not approve funding; project update with bid results planned for 4/9/25 SB

- Long-term Solid Waste Planning – **Waste Services Agreement negotiations underway; planning for presentation(s) to SB in April with public input**
- Waitt Drive Seasonal Housing – **project well underway – aiming for end of May occupancy**
- Town Parking Lots condition review, including surveys and improvement recommendations and cost estimates underway
- Concession buildings (Jetties, Children’s Beach) condition assessment and recommendations completed – **need to schedule for Select Board review**
- Bathing Beach Road/Jetties lower lot stormwater improvement project underway
- Project management software – demonstrations from 7 vendors, workgroup narrowed to 2; contract recommendation expected in April
- Washington Street Corridor / Downtown Flood Barrier Project(s) – **design for both projects underway, public information sessions have been held, feedback being evaluated**
- Human Services Grants Review – development of scope of services for Community Needs Assessment; **out for procurement**
- Surfside Area Roadway, Stormwater and Sidepath Project – **on-going/regular staff meetings**
- PFAS
 - Landfill groundwater sampling. **“SW22” contract on 3/26 SB = DEP-approved sampling program**
 - WWTF influent sampling **We are in year 3 of sampling which relates to the next bullet. . .**
 - Foam destruction pilot project. **Meeting on 3/26 at 3:00 to discuss a pilot project with CDMS.**
 - **DEP monitoring well installation at 2 FG – Final report received and posted on PFAS page. DEP returned to sample well at 4FG geothermal unit. Short summary = PFAS levels below state threshold at 11 of 12 wells.**
 - **Planning with Water Dept for mobile water treatment system.**
- Housing initiatives:
 - coordination of public outreach as to Town housing activities;
 - internal staff group for municipal employee housing development potential;
 - consistent updates with core housing/real estate staff on employee housing initiatives, opportunities;
 - leases/licenses; rental property management issues, including maintenance of employee housing lists
 - **SHI list update – submitted to state on 2/27/25**
 - **Issuance of RFP for year-round rental housing for Town employees**
 - **Deputy Housing Director – hired! Starts in April**

Staffing / Personnel Management-Related

- Numerous collective bargaining and other personnel matters
- **Completing non-union compensation and classification schedule for updates**
- **In process of filling: Social Media Coordinator (fka Public Outreach Coordinator)**

Unanticipated/Immediate Response

- Vineyard Wind Turbine Blade Failure follow-up **Still waiting on BSEE to reschedule public informational session that was previously scheduled for 2/5, now TBD**
- Off-shore Wind Issues including response and associated follow-up from Bureau of Energy Management (BOEM) mitigation “proposal” for SouthCoast Wind **Active -**

Other

- Mass Municipal Association webinars
- **Minutes: working on use of AI to assist with more timely completion**
- **Monitoring new and emerging Federal mandates, actions, orders**
- **Town Manager to attend The Athenian Program 3/30 – 4/4 (program through College of Charleston for senior level public sector executives)**
- **Attendance at Advisory Committee of Non-voting Taxpayers in Feb**
- **Scheduled Nantucket Civic League annual summer forum for Mon, 7/21**

Meetings

WEEKLY MEETINGS:

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

MONTHLY MEETINGS

(or sometimes Bi-Monthly or Weekly):

- Cabinet
- Town Admin Staff
- Cape Cod Managers
- Solid Waste Long-Term Planning
- OIH Facility
- Baxter Road Relocation
- Land Bank – Town Admin check in

QUARTERLY:

- Strategic Plan Internal Staff
- Cabinet Problem-Focused Retreat quarterly (ideally)

*****DRAFT AS OF 032325*****

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
2025 ANNUAL TOWN MEETING**



**Saturday, May 3, 2025 - 8:30 AM
Nantucket High School
Mary P. Walker Auditorium**

***PLEASE BRING THIS BOOKLET WITH YOU TO TOWN
MEETING***

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

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

FINANCE COMMITTEE
Denice Kronau, Chair
Stephen Maury, Vice Chair
Jeremy Bloomer
Robert Giacchetti
Christopher A. Glowacki
Joanna Roche
Peter N. Schaeffer
Jill Vieth
Joseph H. Wright

PLANNING BOARD
David Iverson, Chair
Joseph Topham, Vice Chair
John Kitchener
Nathaniel Lowell
Barry G. Rector

MODERATOR
Sarah F. Alger

AMERICANS WITH DISABILITIES ACT NOTICE

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

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

Cover photo courtesy of Melanie Pappageorge

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2025 ANNUAL TOWN MEETING
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DRAFT

NOTES:

1. ***PETITION ARTICLES HAVE BEEN PRINTED AS SUBMITTED BY THE PETITIONERS AND MAY CONTAIN TYPOGRAPHICAL AND OTHER ERRORS.***
2. ***UNLESS OTHERWISE NOTED UNDER THE FINANCE COMMITTEE MOTION, ALL VOTES NEEDED FOR PASSAGE OF MOTIONS IS A SIMPLE MAJORITY***

DRAFT

NON-BINDING SENSE OF THE MEETING QUESTION

To see if the Town will vote to direct the Town Council Study Committee to propose a Charter Revision in the form of a Home Rule Petition to be voted on at a future Town Meeting which would create a Town Council/Town Manager Form of Government; or to take any other action relative thereto.

Background:

The Town Council Study Committee, appointed by the Select Board in response to a positive vote taken under Article 81 of the 2023 Annual Town Meeting, is proposing consideration of a new charter establishing a Town Council/Town Manager form of government to replace the current Town Manager/Select Board/Town Meeting form of government. Town Council/Town Manager is a representative form of municipal governance. Town Councils operate continuously, as opposed to one or two Town Meetings per year.

The proposed Town Council would:

- *serve as the legislative body of the Town and be composed of 9 members, elected at large, for three-year rotating terms, who would be compensated at a rate to be determined by a local bylaw.*
- *As contemplated, the proposal makes no change to the currently elected multiple member bodies (except that the Select Board would be abolished). It would provide for the Town Manager to appoint all other multiple-member bodies, subject to the disapproval of the Town Council, and appoint Town employees within Town Administration as defined in the Town Charter.*
- *The proposal would provide several avenues for public access and participation in government, including public comment at Town Council meetings, citizen petitions for proposal of local laws by initiative and referendum for repealing local laws, as well as for recall of Town Councilors.*

Approval of this non-binding sense of the meeting vote would be the first step in moving forward with the process for adoption of a new Charter, provided, however, that the proposal as described above is not final, and that in order to formally revise the Charter there will likely be three additional steps: approval at a Town Meeting, approval by the General Court, and acceptance by the voters of the Town at an election.

A YES vote would indicate interest in converting from Open Town Meeting to a Town Council/Town Manager structure.

A NO vote would indicate opposition to this proposal and a preference for keeping Open Town Meeting.

ARTICLE 1 (Receipt of Reports)

To receive the reports of various departments and committees as printed in the Fiscal Year 2024 Annual Town Report or as may come before this meeting; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the reports of various departments and committees as printed in the Fiscal Year 2024 Annual Town Report or as may come before this meeting be accepted and filed with the permanent records of the Town.

ARTICLE 2

(Appropriation: Unpaid Bills)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that One Hundred Twenty Thousand Eighty-two Dollars and Ninety Cents (\$120,082.90) be transferred from Free Cash to pay the General Fund unpaid bills from prior fiscal years; that One Thousand Five Hundred Four Dollars and Twenty-one Cents (\$1,504.21) be appropriated from Retained Earnings of Airport Enterprise Fund to pay Airport Enterprise Fund unpaid bills from prior fiscal years; that Five Thousand Five Hundred Sixty-three Dollars and Fifty Cents (\$5,563.50) be appropriated from Retained Earnings of Our Island Home Enterprise Fund to pay Our Island Home Enterprise Fund unpaid bills from prior fiscal years:

<i>DEPARTMENT</i>	<i>VENDOR</i>	<i>AMOUNT</i>
Finance	Kirkwood Direct	\$ 9,198.48
Fire	On Scene	\$ 1,514.78
Fire	On Scene	\$ 2,699.23
Fire	On Scene	\$ 3,164.67
Fire	Owen West	\$ 59.51
Fire	Regency	\$ 1,132.00
Fire	Ricoh USA	\$ 177.38
Housing	KP Law	\$ 430.00
Housing	KP Law	\$ 1,376.00
IT	GoTo Technologies USA	\$ 220.34
Natural Resources	University of Massachusetts Dartmouth	\$ 99,420.00
Police	Comcast	\$ 244.32
Police	Inquirer & Mirror	\$ 184.71
Police	Worldpay	\$ 261.48
<u>Subtotal General Fund</u>		<u>\$ 120,082.90</u>
Airport	B.E. Byrne	\$ 24.00
Airport	On Scene	\$ 1,414.21
Airport	Yates Island Gas	\$ 66.00

<u>Subtotal Airport Enterprise Fund</u>		<u>\$ 1,504.21</u>
Our Island Home	IPC Healthcare	\$ 5,563.50
<u>Subtotal Our Island Home Enterprise Fund</u>		<u>\$ 5,563.50</u>

Quantum of vote required for passage of the motion is 4/5

ARTICLE 3 (Appropriation: Prior Year Articles)

To see what sums the Town will vote to appropriate and transfer from available funds previously appropriated pursuant to Articles voted in prior years; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following appropriations and transfers are made for prior year articles:

<i>DEPARTMENT</i>	<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
DPW-Parks	Article 10 of the 2022 Annual Town Meeting (Jetties Beach Tennis Courts Crack Sealing)	Improvements to Backus Lane Skate Park	\$75,000.00
DPW-Transportation	Article 10 of the 2021 Annual Town Meeting (Annual Multi-Use Path Repair and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$2,295.32
DPW-Transportation	Article 10 of the 2023 Annual Town Meeting (Annual Multi-Use Path Repair and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$599,358.89
DPW-Transportation	Article 10 of the 2023 Annual Town Meeting (Annual Cobblestone Improvements and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$550,000.00
DPW-Transportation	Article 10 of the 2023 Annual Town Meeting (Annual Road Improvements, Repair and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$1,894,016.75
DPW-Transportation	Article 10 of the 2024 Annual Town Meeting (Annual Road Improvements, Repair and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$1,457,944.99
DPW-Transportation	Article 10 of the 2024 Annual Town Meeting (Annual Multi-Use Path Repair and Maintenance)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$690,438.00

DPW-Transportation	Article 10 of the 2021 Annual Town Meeting (Sidewalk Improvement Program)	Article 12 of the 2021 Annual Town Meeting (Reconstruction of Lover's Lane)	\$3,123.87
Housing	Free Cash	Article 17 of the 2022 Annual Town Meeting (Seasonal Employee Housing Construction)	\$550,000.00
<i>Subtotal of General Fund</i>			<i>\$5,822,177.82</i>
Airport	Article 20 of the 2019 Annual Town Meeting (Resurface Taxiway Echo)	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$40,559.44
Airport	Article 16 of the 2021 Annual Town Meeting (Taxiway G and 1230)	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$304,275.49
Airport	Article 16 of the 2021 Annual Town Meeting (Airport Maintenance and Equipment)	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$32,655.57
Airport	Article 16 of the 2021 Annual Town Meeting (Permit for Master Plan Update)	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$373.19
Airport	Article 16 of the 2021 Annual Town Meeting (Airport Layout Plan Update)	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$29,486.30
Airport	Airport Retained Earnings	Article 22 of the 2024 Annual Town Meeting (Groundwater and Soil Investigation)	\$242,650.01
Airport	Airport Retained Earnings	Article 16 of the 2020 Annual Town Meeting (Groundwater Investigation)	\$132,584.55

Airport	Airport Retained Earnings	Article 22 of the 2022 Annual Town Meeting (ARFF Truck)	\$80,732.08
Airport	Airport Retained Earnings	Article 22 of the 2022 Annual Town Meeting (A220 Gate Hardstands)	\$252,385.34
Airport	Airport Retained Earnings	Article 22 of the 2023 Annual Town Meeting (Construction of Nobadeer Farm Employee Housing)	\$3,885,000.00
Airport	Airport Retained Earnings	Article 22 of the 2023 Annual Town Meeting (Perimeter Road and Fence Relocation)	\$600,000.00
Airport	Airport Retained Earnings	Article 22 of the 2023 Annual Town Meeting (Lektro Tug Replacement)	\$13,698.00
Airport	Airport Retained Earnings	Article 22 of the 2024 Annual Town Meeting (Replacement of Ramp High Mast Lights)	\$35,000.00
Airport	Airport Retained Earnings	Article 22 of the 2024 Annual Town Meeting (Milling and Overlaying of Runway 6-24)	\$75,000.00
Airport	Airport Retained Earnings	HRP - Environmental Monitoring	\$14,230.00
<i>Subtotal of Airport Enterprise</i>			<i>\$5,738,629.97</i>
Solid Waste	Article 22 of the 2022 Annual Town Meeting (Smart Compacter Waste Receptacles)	Article 3 of the 2024 Annual Town Meeting (Leachate Tanks)	\$151,034.00

Solid Waste	Article 16 of the 2020 Annual Town Meeting (Materials Recovery Facility Improvements and Repairs)	Article 22 of the 2022 Annual Town Meeting (Materials Recovery Facility Restrooms and Breakroom Improvements)	\$6,390.00
Solid Waste	Article 20 of the 2019 Annual Town Meeting (Materials Recovery Facility Floor Drain)	Article 22 of the 2022 Annual Town Meeting (Materials Recovery Facility Restrooms and Breakroom Improvements)	\$100,000.00
Solid Waste	Article 12 of the 2018 Annual Town Meeting (Materials Recovery Facility Sorting Station)	Article 22 of the 2022 Annual Town Meeting (Materials Recovery Facility Restrooms and Breakroom Improvements)	\$165,187.81
<i>Subtotal of Solid Waste Enterprise</i>			<i>\$422,611.81</i>

ARTICLE 4

(Revolving Accounts: Spending Limits for FY 2026)

To see what spending limits the Town will establish for revolving accounts established pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws and Section 19-21 of the Town Code for Fiscal Year 2026; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Town set the spending limits for revolving funds established pursuant to Section 19-21 (Revolving accounts established) of the Town Code as follows:

<i>FUND</i>	<i>REVENUE SOURCE</i>	<i>AUTHORITY TO SPEND</i>	<i>USE OF FUND</i>	<i>SPENDING LIMIT</i>
Beach Improvement	Beach Permit Sticker sales	Town Manager with approval of Select Board	In accordance with c. 56 § 7A of Town Code, including endangered species monitor program; beach patrols/monitors; beach use education/information	\$634,500
Community Recreation Programming	Sports programs fees	Town Manager	Operation and maintenance of town owned recreational facilities, Town-owned athletic fields, courts and parks for recreational, organized sports, sports camps and playing field activities.	\$100,000
Tennis Court	Tennis Fees	Town Manager	Operation and maintenance of tennis court facility	\$100,000
Conservation Fund	Conservation Commission application fees	Town Manager with approval of Conservation Commission	Consulting services in connection with professional review of applications	\$35,000

FUND	REVENUE SOURCE	AUTHORITY TO SPEND	USE OF FUND	SPENDING LIMIT
Septic System Inspections	Septic system application fees	Town Manager with approval of Board of Health	Contractor services in connection with septic system inspections; costs associated septic system inspection related training and portion of salaries for staff in connection with septic system duties and responsibilities, together with the proportionate costs of fringe benefits associated with the salaries so paid	\$223,075
Seasonal Food Service Inspections	Food service permit fees	Town Manager with approval of Board of Health	Seasonal food service inspections; costs associated with seasonal food service inspection training and public awareness materials. Salaries for staff in connection with food service inspections.	\$80,000
Lifeguard Seasonal Employee Housing*	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of lifeguard housing facilities	\$67,500
Road Repairs	Road opening fees, funds received for Town roadway projects	Town Manager with approval of Select Board	Repairs to Town roads as needed due to road openings	\$100,000
Sewer and Public Works Housing	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of public works housing facilities	\$600,000
Low Beach Housing	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of Low Beach housing facilities	\$67,500
Municipal Aggregation Operational Adder	Operational Adder from the energy aggregation program	Town Manager with approval of Select Board	Rebates for residential solar energy systems and other uses authorized by the Town's Municipal Aggregation Plan	\$250,000
Airport Aviation Fuel	Fees and receipts received in connection with sale of aviation fuel	Airport Commission	Purchase of Aviation Fuel and repairs and maintenance of the Fuel Farm	\$6,000,000
Employee Housing*	Rental payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of Town employee housing facilities/houses	\$100,000
Concessions	Rental Payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of Town owned concession facilities and premises	\$400,000
Short Term Rental Revolving Fund	Short Term Rental Registry	Town Manager with approval of Board of Health	Costs associated with short term rental registry including software licenses and costs associated with salaries and benefits for short term rental compliance coordinator	\$250,000

** Bylaw Amendment in Article 70: Bylaw Amendment: Finances/Rename; Establish Revolving Account*

ARTICLE 5
(Appropriation: Reserve Fund)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of establishing a Reserve Fund pursuant to Chapter 40 section 6 of the Massachusetts General Laws, to provide for the extraordinary and unforeseen expenditures which may arise during Fiscal Year 2026; said sum not to exceed five (5) percent of the Fiscal Year 2025 tax levy; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Five Hundred Thousand Dollars (\$500,000) be raised and appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town to establish a reserve fund for Fiscal Year 2026 pursuant to Chapter 40, section 6 of the General Laws.

ARTICLE 6
(Fiscal Year 2025 General Fund Budget Transfers)

To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2025 General Fund operating budget from other line items of said budget and from other available funds; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the amounts listed below be transferred between the various Fiscal Year 2025 accounts and expenditures as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Health & Human Services: Payroll	Health & Human Services: Operating	\$10,500.00
General Insurance	Debt Service - Principal	\$550,000
Free Cash	Debt Service - Principal	\$1,324,000
Medical Insurance	Debt Service - Interest Expense	\$737,832

ARTICLE 7
(Personnel Compensation Plans for Fiscal Year 2026)

To see if the Town will vote to adopt the following Compensation Plans for Fiscal Year 2026:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	\$600.00
Americans with Disabilities Act Facilitator (hourly)	\$32.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to \$80.00
Certified Nurse's Aide/Our Island Home (Per Diem - hourly)	~~\$26.00~~ \$28.00
Dietician/Our Island Home (hourly)	~~\$43.00~~ \$45.00
Election Warden (hourly)	\$35.00
Election Worker (hourly)	\$32.00

Exercise Instructors/Senior Center (hourly)	Up to ~~\$40.00~~ \$45.00
EMT, Call (hourly)	\$32.00
Fire Captain, Call (yearly)	\$150.00
Fire Fighter, Call (hourly)	\$32.00
Fire Lieutenant, Call (yearly)	\$125.00
Fire Chief, Second Deputy (yearly)	\$5,000.00
Fire Chief, Third Deputy (yearly)	\$5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem - hourly)	~~\$33.50~~ \$35.50
Our Island Home Ancillary (Per Diem - hourly)	~~\$23.50~~ \$25.50
Paramedic, Certified (Per Diem - hourly)	\$32.00
Registered Nurse/Our Island Home (Per Diem - hourly)	~~\$49.00~~ \$51.00
Registrar of Voters (yearly)	\$600.00
Registrar, Temporary Assistant (hourly)	\$32.00
~~Reserve Police Officer (hourly)~~	~~\$32.00~~
~~Student Police Officer (hourly)~~	~~\$38.65~~
Seasonal Assistant Harbormaster (hourly)	~~\$32.00~~ \$34.00
Seasonal Lifeguard Supervisor (hourly)	~~\$32.00~~ \$34.00
~~Seasonal Maintenance Supervisor Public Works (hourly)~~	~~\$25.00~~
Seasonal Health Inspector	\$32.00
Temporary Employee	various rates of pay
Veterans' Agent (hourly)	\$32.00

*Schedule B - Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective May 4, 2025)*

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	~~\$20.00~~ \$22.00	~~\$21.00~~ \$23.00	~~\$22.00~~ \$24.00	~~\$23.50~~ \$25.50
B-Hourly*	~~\$21.00~~ \$23.00	~~\$22.00~~ \$24.00	~~\$23.00~~ \$25.00	~~\$24.00~~ \$26.00
C-Hourly*	~~\$22.00~~ \$24.00	~~\$23.00~~ \$25.00	~~\$24.00~~ \$26.00	~~\$25.00~~ \$27.00
D-Hourly*	~~\$24.00~~ \$26.00	~~\$24.50~~ \$26.50	~~\$25.00~~ \$27.00	~~\$25.50~~ \$27.50
E-Hourly*	~~\$25.00~~ \$27.00	~~\$26.00~~ \$28.00	~~\$27.00~~ \$29.00	~~\$28.00~~ \$30.00

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

- A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer, Tennis Attendant
- B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk
- C: Seasonal Firefighter/EMT

- D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Intern,
Lead Natural Resources Technician, Seasonal Laborer
- E: Lifeguard, Community Service Officer

*Schedule C -- Compensation Schedule for Elected Officials**

Moderator	\$175 \$1,000 per year
Select Board Member, Chair	\$6,000/per year
Select Board Members	\$4,500/per year
Town Clerk	\$142,501

**Other than establishing the salary pursuant to MGL c. 41, s. 108, these positions are excluded from the Personnel Bylaw of the Town.*

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following schedules be adopted:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	\$600.00
Americans with Disabilities Act Facilitator (hourly)	\$32.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to \$80.00
Certified Nurse's Aide/Our Island Home (Per Diem - hourly)	~~\$26.00~~ \$28.00
Dietician/Our Island Home (hourly)	~~\$43.00~~ \$45.00
Election Warden (hourly)	\$35.00
Election Worker (hourly)	\$32.00
Exercise Instructors/Senior Center (hourly)	Up to ~~\$40.00~~ \$45.00
EMT, Call (hourly)	\$32.00
Fire Captain, Call (yearly)	\$150.00
Fire Fighter, Call (hourly)	\$32.00
Fire Lieutenant, Call (yearly)	\$125.00
Fire Chief, Second Deputy (yearly)	\$5,000.00
Fire Chief, Third Deputy (yearly)	\$5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem - hourly)	~~\$33.50~~ \$35.50
Our Island Home Ancillary (Per Diem - hourly)	~~\$23.50~~ \$25.50
Paramedic, Certified (Per Diem - hourly)	\$32.00
Registered Nurse/Our Island Home (Per Diem - hourly)	~~\$49.00~~ \$51.00
Registrar of Voters (yearly)	\$600.00
Registrar, Temporary Assistant (hourly)	\$32.00
~~Reserve Police Officer (hourly)~~	~~\$32.00~~
~~Student Police Officer (hourly)~~	~~\$38.65~~
Seasonal Assistant Harbormaster (hourly)	~~\$32.00~~ \$34.00
Seasonal Lifeguard Supervisor (hourly)	~~\$32.00~~ \$34.00
~~Seasonal Maintenance Supervisor Public Works (hourly)~~	~~\$25.00~~
Seasonal Health Inspector	\$32.00

Temporary Employee

various rates of
pay

Veterans' Agent (hourly)

\$32.00

***Schedule B - Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective May 4, 2025)***

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	\$20.00 \$22.00	\$21.00 \$23.00	\$22.00 \$24.00	\$23.50 \$25.50
B-Hourly*	\$21.00 \$23.00	\$22.00 \$24.00	\$23.00 \$25.00	\$24.00 \$26.00
C-Hourly*	\$22.00 \$24.00	\$23.00 \$25.00	\$24.00 \$26.00	\$25.00 \$27.00
D-Hourly*	\$24.00 \$26.00	\$24.50 \$26.50	\$25.00 \$27.00	\$25.50 \$27.50
E-Hourly*	\$25.00 \$27.00	\$26.00 \$28.00	\$27.00 \$29.00	\$28.00 \$30.00

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

- A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer, Tennis Attendant
- B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk
- C: Seasonal Firefighter/EMT
- D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Intern, Lead Natural Resources Technician, Seasonal Laborer
- E: Lifeguard, Community Service Officer

Schedule C -- Compensation Schedule for Elected Officials*

Moderator	\$175 \$1,000 per year
Select Board Member, Chair	\$6,000/per year
Select Board Members	\$4,500/per year
Town Clerk	\$148,202

****Other than establishing the salary pursuant to MGL c. 41, s. 108, these positions are excluded from the Personnel Bylaw of the Town.***

ARTICLE 8

(Appropriation: Fiscal Year 2026 General Fund Operating Budget)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of supporting the offices, departments, boards and commissions of the Town of Nantucket for Fiscal Year 2026; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following Fiscal Year 2026 operating budget is established for the various offices, boards, and commissions of the Town as follows:

Department	Fiscal Year 2026			FY 2025
	Payroll	Operating	Total Budget	Article 8 Total
GENERAL GOVERNMENT				
Finance Committee		\$23,680	\$23,680	\$23,680
Finance & Operations	\$2,446,335	\$523,850	\$2,970,185	\$3,030,502
Human Resources	\$534,713	\$405,378	\$940,091	\$777,829
Information Systems	\$1,079,099	\$963,249	\$2,042,348	\$1,993,913
Legal		\$461,000	\$461,000	\$461,000
Moderator	\$1,015	\$1,500	\$2,515	\$1,681
Planning & Land Use Services	\$2,203,420	\$269,100	\$2,472,520	\$2,456,556
Natural Resources	\$1,121,431	\$201,112	\$1,322,543	\$1,443,336
Town Administration	\$1,759,224	\$930,376	\$2,689,600	\$3,331,911
Nantucket Housing Office	\$321,726	\$7,468,368	\$7,790,094	\$7,380,855
Town Clerk	\$330,402	\$193,400	\$523,802	\$460,210
Subtotal	\$9,797,364	\$11,441,013	\$21,238,376	\$21,361,473
SAFETY & PROTECTION				
Emergency Management		\$8,000	\$8,000	\$8,000
Fire Department	\$4,892,833	\$480,500	\$5,373,333	\$4,957,037
Police Department	\$8,177,466	\$886,600	\$9,064,066	\$8,667,253
Street Lighting		\$310,000	\$310,000	\$300,000
Subtotal	\$13,070,298	\$1,685,100	\$14,755,398	\$13,932,290
MARINE & COASTAL RESOURCES				
Marine Dept	\$989,200	\$98,350	\$1,087,550	\$1,168,232
Subtotal	\$989,200	\$98,350	\$1,087,550	\$1,168,232
MAINTENANCE				
Gas/Town Vehicles		\$375,000	\$375,000	\$375,000
Mosquito Control		\$190,644	\$190,644	\$185,994
Public Buildings		\$1,744,200	\$1,744,200	\$1,689,900
Public Works	\$3,849,968	\$1,064,200	\$4,914,168	\$5,032,022
Parks and Recreation	\$215,371	\$610,000	\$825,371	\$817,896
Snow and Ice Removal	\$7,600	\$75,000	\$82,600	\$82,600

Subtotal	\$4,072,939	\$4,059,044	\$8,131,983	\$8,183,413
HUMAN SERVICES				
Health & Human Services	\$1,226,972	\$190,855	\$1,417,827	\$1,559,256
Subtotal	\$1,226,972	\$190,855	\$1,417,827	\$1,559,256
CULTURE & RECREATION				
Atheneum		\$845,614	\$845,614	\$824,990
Town Clock		\$4,700	\$4,700	\$4,700
Culture & Tourism	\$371,044	\$168,900	\$539,944	\$523,992
Subtotal	\$371,044	\$1,019,214	\$1,390,259	\$1,353,682
CONTRACTUAL OBLIGATIONS				
	\$445,000		\$445,000	\$445,000
TOTAL OF DEPT OPERATING BUDGETS				
	\$29,972,818	\$18,493,576	\$48,466,394	\$48,003,345
EDUCATION				
Community School	\$600,000		\$600,000	\$600,000
School Department	\$36,013,651	\$7,132,525	\$43,146,176	\$40,178,395
Subtotal	\$36,613,651	\$7,132,525	\$43,746,176	\$40,778,395
GRAND TOTAL OF GEN GOV'T OPERATING BUDGETS				
	\$66,586,469	\$25,626,101	\$92,212,570	\$88,781,740
DEBT SERVICE				
Principal & Interest		\$16,872,456	\$16,872,456	\$12,447,065
Subtotal		\$16,872,456	\$16,872,456	\$12,447,065
INSURANCES				
Auto Casualty		\$382,299	\$382,299	\$323,982
Blanket Liability		\$4,219,316	\$4,219,316	\$3,575,692
Claims Deductible		\$172,233	\$172,233	\$145,961
Insurance Consulting		\$58,658	\$58,658	\$58,658
Medical Insurance	\$18,312,077		\$18,312,077	\$17,968,644
Life Insurance	\$6,500		\$6,500	\$6,500
Unemployment	\$175,000		\$175,000	\$175,000
Workers Compensation	\$484,932		\$484,932	\$410,960
Laborer's Union Pension	\$75,000		\$75,000	\$75,000

Subtotal	\$19,053,509	\$4,832,506	\$23,886,015	\$22,740,396
ASSESSMENTS				
Barnstable Retirement		\$7,642,850	\$7,642,850	\$7,044,101
Subtotal	\$0	\$7,642,850	\$7,642,850	\$7,044,101
GRAND TOTAL OF OPERATING BUDGET	\$85,639,978	\$54,973,913	\$140,613,890	\$131,013,302

And to meet these appropriations, the sum of One Hundred Thirty-three Million Two Hundred Sixty-eight Thousand Eight Hundred Twenty-seven Dollars (\$133,268,827) be raised and appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town; and that Five Hundred Sixteen Thousand Dollars (\$516,000) be transferred from Certified Free Cash into the Treasury of the Town, for one-time and operating expenses that are included in various departmental budgets; and further that Six Million Eight Hundred Twenty-nine Thousand Sixty-three Dollars (\$6,829,063) be raised and appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town to be transferred to the Affordable Housing Trust Fund.

The budget unanimously recommended by the Nantucket School Committee for the School Department, including the Nantucket Community School, for Fiscal Year 2026 is Forty-three Million Seven Hundred Forty-six Thousand One Hundred Seventy-six Dollars (\$43,746,176).

ARTICLE 9

(Appropriation: Health and Human Services)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the Council for Human Services to be used by the Council to contract with various health and human services, not-for-profit corporations to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket; further, that all such sums be expended on the condition that grant agreements be executed by and between the Select Board and the respective private, not-for-profit agency for Fiscal Year 2026, which grant agreements shall stipulate mutually agreed upon terms and conditions; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Six Hundred Fifty Thousand Dollars (\$650,000) be raised and appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town, and One Hundred Thirty-three Thousand Six Hundred Thirty Dollars (\$133,630) be transferred from the Special Stabilization Fund for Substance Abuse Efforts for the Town Manager to expend to fund grants for the following health and human services, private not-for-profit agencies to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket, provided that the Town Manager with the approval of the Select Board, execute grant agreements with

the respective agencies for Fiscal Year 2026, which contracts shall stipulate mutually agreed upon terms and conditions, and provided further that the grant to the National Alliance on Mental Illness shall be funded from the Special Stabilization Fund for Substance Abuse Efforts with a condition that the grant funds be expended solely for addiction and mental health treatments services:

<i>AGENCY</i>	<i>AMOUNT</i>
A Safe Place, Inc	\$60,000.00
National Alliance on Mental Illness	\$74,630.00
Elder Services of Cape Cod & the Islands	\$30,000.00
Health Imperatives	\$143,000.00
Fairwinds - Nantucket's Counseling Center	\$100,000.00
Martha's Vineyard Community Services	\$19,000.00
South Coastal Counties Legal Services, Inc	\$5,000.00
Nantucket Interfaith Council	\$75,000.00
The Warming Place	\$55,000.00
In the Herd	\$55,000.00
Artists Association of Nantucket	\$30,000.00
Sherburne Commons	\$17,000.00
Addiction Solutions of Nantucket	\$85,000.00
Sharing Kindness	\$5,000.00
Nantucket STAR	\$30,000.00
<u>TOTAL</u>	<u>\$783,630.00</u>

ARTICLE 10

(Appropriation: General Fund Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, for the purposes of capital expenditures for the offices, departments, boards and commissions of the Town of Nantucket; provided that one or more amounts to be raised and appropriated may be contingent upon a Proposition Two and One-half capital outlay exclusion ballot question; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following amounts be appropriated for the following capital outlay expenditures, including costs incidental and related thereto, with all such expenditures to be made by the Town Manager with the approval of the Select Board; except the School expenditures to be made by the School Superintendent with the approval of the School Committee, and further that the Town Manager with the approval of the Select Board or the School Superintendent with the approval of the School Committee as the case may be, is authorized to sell, convey, trade-in or otherwise dispose of equipment being replaced as follows:

<i>DEPARTMENT</i>	<i>ITEM</i>	<i>FUNDING SOURCE(S)</i>	<i>AMOUNT</i>
Fire	Costs associated with the purchase and replacement of (1) fire prevention vehicle	Raise and appropriate \$80,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$80,000
Fire	Costs associated with the installation of supplemental heating system in the apparatus bay	Raise and appropriate \$280,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town	\$280,000
Information Systems (IT/GIS)	Costs associated with the replacement of Town computers, printers, and associated equipment	Transfer \$100,000 from Certified Free Cash into the Treasury of the Town	\$100,000
Information Systems (IT/GIS)	Costs associated with the upgrade of virtual server environment	Transfer \$365,000 from Certified Free Cash into the Treasury of the Town	\$365,000
Natural Resources	Costs associated with coastal resiliency planning	Transfer \$1,000,000 from Certified Free Cash into the Treasury of the Town	\$1,000,000
Natural Resources	Costs associated with the design of downtown neighborhood flood barrier	Authorize the Treasurer, with the approval of the Select Board, to borrow \$2,415,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$2,415,000

Natural Resources	Costs associated with the construction of Sesachacha Pond living shoreline and all other costs incidental and related thereto (supplemental appropriation)	Authorize the Treasurer, with the approval of the Select Board, to borrow \$5,120,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$5,120,000
Natural Resources	Costs associated with implementation of Dredge Plan including maintenance dredging and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow \$2,000,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$2,000,000
Natural Resources	Costs associated with development of Climate Action Plan and associated Sustainability Framework	Raise and appropriate \$500,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town	\$500,000
Natural Resources	Costs associated with development of baseline environmental data collection program	Raise and appropriate \$500,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town	\$500,000
Natural Resources	Costs associated with repairs to Brant Point shellfish hatchery dock and pier	Transfer \$250,000 from Certified Free Cash into the Treasury of the Town	\$250,000
Police	Costs associated with the upgrade and replacement of Public Safety	Transfer \$200,000 from Certified Free Cash into the Treasury of the Town	\$200,000

	Facility lighting controls system		
Police	Costs associated with the replacement of seasonal dorm building roofs and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow \$487,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$487,000
Public Works/Central Fleet	Costs associated with the purchase and replacement of (2) Assessor's Office Vehicles	Raise and appropriate \$100,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$100,000
Public Works/Central Fleet	Costs associated with the purchase of (1) Transit Van	Raise and appropriate \$73,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$73,000
Public Works/Central Fleet	Costs associated with the purchase and replacement of (1) Front-end Loader	Raise and appropriate \$282,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$282,000

Public Works/Central Fleet	Costs associated with the purchase of (1) 10-Wheeler Dump Truck	Raise and appropriate \$375,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$375,000
Public Works/Facilities	Costs associated with improvements to municipal facilities and all other costs incidental and related thereto (supplemental appropriation)	Authorize the Treasurer, with the approval of the Select Board, to borrow \$5,500,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$5,500,000
Public Works/Parks	Costs associated with the purchase and replacement of the natural grass fields maintenance equipment	Raise and appropriate \$96,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	\$96,000
Public Works/Transportation	Costs associated with annual sidewalk improvements and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow \$1,200,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$1,200,000
Public Works/Transportation	Costs associated with annual Island-wide road improvements and maintenance	Transfer \$2,000,000 from Certified Free Cash into the Treasury of the Town	\$2,000,000

Public Works/ Transportation	Costs associated with annual multi-use path maintenance and repair	Transfer \$1,000,000 from Certified Free Cash into the Treasury of the Town	\$1,000,000
Public Works/ Transportation	Costs associated with bicycle and pedestrian improvements to Pleasant Street and Williams Lane, including the cost of land acquisition and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow \$1,911,650 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$1,911,650
Public Works/ Transportation	Costs associated with the Surfside Area roads reconstruction and transportation improvements and all other costs incidental and related thereto (supplemental appropriation)	Authorize the Treasurer, with the approval of the Select Board, to borrow \$1,275,496 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$1,275,496
School	Costs associated with upgrades, repairs, and replacement of IT infrastructure	Raise and appropriate \$609,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town	\$609,000
School	Costs associated with school building improvements	Transfer \$450,000 from Certified Free Cash into the Treasury of the Town	\$450,000
School	Costs associated with the purchase and replacement of	Raise and appropriate \$550,000 from the Fiscal Year 2026 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on	\$550,000

	security camera system	the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	
School	Costs associated with campus-wide safety and security improvements	Transfer \$150,000 from Certified Free Cash into the Treasury of the Town	\$150,000
School	Costs associated with construction of vestibule in front office of the elementary school	Transfer \$270,000 from Certified Free Cash into the Treasury of the Town	\$270,000
Town Administration	Costs associated with continued groundwater investigation of per-and polyfluoralkyl substances (PFAS) and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow \$1,000,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor	\$1,000,000
Town Administration	Costs associated with the acquisition by the Select Board of the parcel of land with the buildings thereon located at 9 Goldfinch Drive shown as Lot 279 on Land Court Plan No. 16514-12 filed with the Nantucket Registry District of the Land Court for municipal housing	Appropriate \$2,000,000 from the Sale of Real Estate account	\$2,000,000

	purposes; and further to authorize the Select Board to acquire said premises by purchase on such terms and conditions as the Select Board deems appropriate		
<i>TOTAL</i>			<i>\$32,139,146</i>

And, to meet this appropriation that Five Million Seven Hundred Eighty-five Thousand Dollars (\$5,785,000) be transferred from Free Cash in the Treasury of the Town so specified; that Two Million Dollars (\$2,000,000) be appropriated from the Sale of Real Estate account; that One Million Eight Hundred Eighty-nine Thousand Dollars (\$1,889,000) be raised and appropriated from the FY 2026 tax levy; that One Million Five Hundred Fifty-six Thousand Dollars (\$1,556,000) be raised and appropriated from the FY 2026 tax levy, provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, sec. 21C(m); and that the Treasurer, with the approval of the Select Board be authorized to borrow Two Million Four Hundred Fifteen Thousand Dollars (\$2,415,000) for costs associated with the design of the downtown neighborhood flood barrier; Five Million One Hundred Twenty Thousand Dollars (\$5,120,000) for costs associated with the construction of the Sesachacha Pond living shoreline; Two Million Dollars (\$2,000,000) for costs associated with the Dredge Plan implementation; Four Hundred Eighty-seven Thousand Dollars (\$487,000) for costs associated with the replacement of the seasonal dorm building roofs; Five Million Five Hundred Thousand Dollars (\$5,500,000) for costs associated with the improvements to town-wide municipal facilities; One Million Two Hundred Thousand Dollars (\$1,200,000) for costs associated with the continuation of annual sidewalk improvements; One Million Nine Hundred Eleven Thousand Six Hundred and Fifty Dollars (\$1,911,650) for costs associated with the bicycle and pedestrian improvements to Pleasant Street and Williams Lane; One Million Dollars (\$1,000,000) for costs associated with groundwater investigation of per- and polyfluoralkyl substances (PFAS); One Million Two Hundred Seventy-five Thousand Four Hundred and Ninety-six Dollars (\$1,275,496) for costs associated with the Surfside Area roads reconstruction and transportation improvements; with all borrowings to be done under and pursuant to General Laws Ch. 44, sec. 7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor.

All of these sources totaling Thirty-two Million Seventy-nine Thousand One Hundred Forty-six Dollars (\$32,139,146).

Quantum of vote required for passage of the motion is 2/3

ARTICLE 11

(Appropriation: Town Employee Housing Design, Owner's Project Manager and Construction Costs)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to design and construct Town employee housing on Waitt Drive, including the cost of Design Services, Owner's Project Manager services, the cost of professional services such as permitting, engineering, construction and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Fourteen Million Dollars (\$14,000,000) to be spent by the Town Manager with the approval of the Select Board to design and construct town employee housing on Waitt Drive, including the cost of Design Services, Owner's Project Manager services, the cost of professional services such as permitting, engineering, construction and any other costs incidental and related thereto; that to meet the appropriation the Treasurer with the approval of the Select Board is hereby authorized to borrow said sum and to issue bonds and notes of the Town therefor pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 12

(Supplemental Appropriation: Public Works Facility Improvements - Design)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to make design improvements to the Department of Public Works facility at 1 Shadbrush Road and/or 188 Madaket Road, including the costs of professional services for design, permitting, and engineering, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) to be spent by the Town Manager with the approval of the Select Board to make design improvements to the Department of Public Works facility at 1 Shadbush Road and/or 188 Madaket Road, including the costs of professional services for design, permitting, and engineering, and other related professional services, and any other costs incidental and related thereto; that to meet the appropriation the Treasurer with the approval of the Select Board is hereby authorized to borrow said sum and to issue bonds and notes of the Town therefor pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 13

(Appropriation: Our Island Home)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to construct a new Our Island Home facility at 40 Sherburne Commons Lane, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of One Hundred Five Million Dollars (\$105,000,000) to be spent by the Town Manager with the approval of the Select Board to construct a new Our Island Home facility at 40 Sherburne Commons Lane, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; that to meet the appropriation the Treasurer with the approval of the Select Board is hereby authorized to borrow said sum and to issue bonds and notes of the Town therefor pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 14

(Supplemental Appropriation: Tom Nevers Road Bike Path)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various transportation-related improvements for the construction of a bike path along Tom Nevers Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Six Million Eight Hundred Fifty Three Thousand Seven Hundred Six Dollars (\$6,856,706) to be spent by the Town Manager with the approval of the Select Board to make various transportation-related improvements for the construction of a bike path along Tom Nevers Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; that to meet the appropriation the Treasurer with the approval of the Select Board is hereby authorized to borrow said sum and to issue bonds and notes of the Town therefor pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 15

(Appropriation: Fiscal Year 2026 Enterprise Funds Operations)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the operation of the Enterprise Funds of the Town of Nantucket for Fiscal Year 2026, out of anticipated revenues of the designated funds; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

FINANCE COMMITTEE MOTION: Moved that the following Fiscal Year 2026 operating budgets be approved for the Enterprise Funds, with the Airport appropriation to be expended through the Nantucket Airport Commission; with the Nantucket Water Department Enterprise Fund to be expended through the Nantucket Water Commission; the remaining appropriations to be spent through the Select Board.

FUND	FY2026 PAYROLL	FY2026 EXPENSES	FY2026 TOTAL BUDGET	FY2025 BUDGET
Airport	\$7,051,859	\$7,012,391	\$14,064,250	\$13,240,405

Our Island Home	\$7,736,158	\$3,004,994	\$10,741,152	\$10,288,349
Sewer	\$3,347,876	\$11,237,961	\$14,585,837	\$13,952,094
Solid Waste	\$750,792	\$17,341,320	\$18,092,111	\$16,100,310
Stormwater	\$172,536	\$352,777	\$525,313	\$512,500
Nantucket Water Department	\$2,518,830	\$5,537,416	\$8,056,246	\$7,921,132
<i>Total</i>	<i>\$21,578,050</i>	<i>\$44,486,859</i>	<i>\$66,064,909</i>	<i>\$62,014,791</i>

Further, that the above appropriations be funded as follows:

FUND	FUNDING SOURCE	AMOUNT
Airport	FY26 Anticipated Revenue	\$13,664,250
Airport	Retained Earnings - Passenger Facility Charge	\$400,000
Our Island Home	FY26 Anticipated Revenue	\$5,222,088
Our Island Home	FY26 Tax Levy and Other General Revenues	\$5,519,064
Sewer	FY26 Anticipated Revenue	\$14,585,837
Solid Waste	FY26 Anticipated Revenue	\$6,213,683
Solid Waste	FY26 Tax Levy and Other General Revenues	\$7,938,584
Solid Waste	FY26 Tax Levy and Other General Revenues	\$3,939,844
Stormwater	FY26 Tax Levy and Other General Revenues	\$525,313
Nantucket Water Department	FY26 Anticipated Revenue	\$8,056,246

ARTICLE 16

(Appropriation: Enterprise Funds Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of capital expenditures for the Enterprise Funds of the Town of Nantucket; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

FINANCE COMMITTEE MOTION: Moved that the following capital expenditures be appropriated for the Enterprise Fund departments with the Airport appropriations to be expended through the Airport Commission; the Sewer Enterprise, Solid Waste Enterprise and Our Island Home Enterprise Fund appropriations to be expended by the Town Manager with the approval of the Select Board/Board of Public Works/Sewer Commissioners; the Water Department Enterprise Fund appropriation to be expended through the Nantucket Board of Water Commissioners:

DEPARTMENT	ITEM	FUNDING SOURCE(S)	AMOUNT
Airport	Costs associated with groundwater and soil investigation (supplemental appropriation) and all other costs incidental	Authorize the Treasurer, with the approval of the Select Board to borrow \$3,680,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the	\$3,680,000

	and related thereto	principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport	
Airport	Costs associated with airfield paint, beads & rubber markings removal and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,000,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport	\$1,000,000
Airport	Costs associated with the purchase and replacement of (1) Airport Rescue and Firefighting Airport truck and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,450,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport	\$1,450,000
Airport	Costs associated with the construction of Gates 1 and 2A hardstands	Transfer \$500,000 from Certified Retained Earnings into the Airport Enterprise Fund	\$500,000
Airport	Costs associated with the design and construction of a new ground support equipment (GSE) storage facility and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$4,100,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal	\$4,100,000

		grants, and other available funds of the Airport	
Airport	Costs associated with the construction of the south apron noise barrier and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$5,000,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport	\$5,000,000
Airport	Costs associated with improvements and upgrades of the triturator system	Transfer \$500,000 from Certified Retained Earnings into the Airport Enterprise Fund	\$500,000
Airport	Costs associated with the purchase and replacement of FBO ground support equipment (GSE) and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,530,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport	\$1,530,000
Subtotal of Airport Enterprise Fund			\$17,760,000
Sewer	Costs associated with upgrades to the Airport Road pump station (supplemental appropriation) and all other costs incidental	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,695,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the	\$1,695,000

	and related thereto	principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund	
Sewer	Costs associated with design and engineering of the Somerset Needs Area sewer extension (supplemental appropriation) and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,000,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund	\$1,000,000
Sewer	Costs associated with upgrades to the Cato Lane pump station and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,890,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund	\$1,890,000
Sewer	Costs associated with the purchase and replacement of the Siasconset wastewater treatment facility clarifier and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$1,701,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund	\$1,701,000
Subtotal of Sewer Enterprise Fund			\$6,286,000

Solid Waste	Costs associated with repairs and replacement of the composter aeration building siding and roofing	Transfer \$400,000 from Certified Free Cash into the Treasury of the Town	\$400,000
Solid Waste	Costs associated with repairs and replacement of the composter tip building siding and roofing	Transfer \$275,000 from Certified Retained Earnings into the Solid Waste Enterprise Fund	\$275,000
Solid Waste	Costs associated with improvements to the bio-filter building and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$600,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Solid Waste Enterprise Fund	\$600,000
Solid Waste	Costs associated with repairs of the composter tip building ram feed system	Transfer \$500,000 from Certified Free Cash into the Treasury of the Town	\$500,000
Solid Waste	Costs associated with the purchase of (2) conveyor systems and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$600,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds	\$600,000

		of the Solid Waste Enterprise Fund	
Solid Waste	Costs associated with the purchase of security cameras	Transfer \$50,000 from Certified Retained Earnings into the Solid Waste Enterprise Fund	\$50,000
Subtotal of Solid Waste Enterprise Fund			\$2,425,000
Water	Costs associated with improvements to the distribution system and all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board to borrow \$4,700,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and to issue bonds and notes of the Town therefor and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Water Enterprise Fund revenues, state or federal grants, and other available funds of the Water Enterprise Fund	\$4,700,000
Water	Costs associated with mobile PFAS treatment system and all other costs incidental and related thereto	Transfer \$4,000,000 from Certified Retained Earnings into the Water Enterprise Fund	\$4,000,000
Subtotal of Water Enterprise Fund			\$8,700,000
Total of all Enterprise Funds			\$35,171,000

Quantum of vote required for passage of the motion is 2/3

ARTICLE 17

(Enterprise Funds: Fiscal Year 2025 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2025 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following appropriations and transfers are made for prior year articles:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Airport Retained Earnings	Airport: Salaries	\$400,000
Airport Retained Earnings	Airport: Operating	\$2,800,000
Sewer Retained Earnings	Sewer: Operating	\$315,738

ARTICLE 18

(Appropriation: Waterways Improvement Fund)

To see what sum the Town will vote to appropriate from the revenue received under Chapter 60B subsection (i) of section 2 and under Chapter 91 section 10A of the Massachusetts General Laws and sums received from the Commonwealth or Federal Government for purposes established by Chapter 40 section 5G of the Massachusetts General Laws including but not limited to (1) maintenance , dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Three Hundred Sixty-seven Thousand Dollars (\$367,000) be appropriated from the Waterways Improvement Fund for the purpose of (1) maintenance, dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

ARTICLE 19

(Appropriation: Ambulance Reserve Fund)

To see what sum the Town will vote to appropriate from the Ambulance Reserve Fund for the purchase of ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and

maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to seven (7) full-time firefighter/EMT and/or paramedic positions. All expenditures to be made by the Fire Department, subject to the approval of the Town Manager; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Nine Hundred Fifteen Thousand Dollars (\$915,000) be appropriated from the Ambulance Reserve Fund for the purchase of ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to seven (7) full-time firefighter/EMT and/or paramedic positions. All expenditures to be made by the Fire Department, subject to the approval of the Town Manager.

ARTICLE 20

(Appropriation: Ferry Embarkation Fee)

To see what sum the Town will vote to appropriate from the proceeds of the ferry embarkation fee established by Chapter 46, section 129 of the Acts of 2003 as amended, for the purposes of mitigating the impacts of ferry service on the Town and County of Nantucket, including but not limited to provision of harbor services, public safety protection, emergency services, infrastructure improvements within and around Nantucket Harbor, and professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Two Hundred Thousand Dollars (\$200,000) be appropriated from the Ferry Embarkation Fee Fund for the purpose of public safety protection, emergency services, and any other purpose allowed by applicable law.

ARTICLE 21

(Appropriation: County Assessment)

To see if the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to pay the County of Nantucket such assessment as is required for Fiscal Year 2024, and to authorize the expenditure of these funds for County purposes, all in accordance with the Massachusetts General Laws and in accordance with the County Charter (Chapter 290 of the Acts of 1996), the sum of Two Hundred Forty Thousand Six Hundred Five Dollars (\$240,605); or to take any other action related thereto.

(Select Board/County Commissioners)

FINANCE COMMITTEE MOTION: Moved that Two Hundred Forty Thousand Six Hundred Five Dollars (\$240,605) be raised and appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town to fund the Fiscal Year 2026 county assessment.

ARTICLE 22

(Appropriation: Finalizing Fiscal Year 2026 County Budget)

To see if the Town will vote to overturn any denial of approval by the Nantucket County Review Committee, of any item of the County budget for Fiscal Year 2026 by appropriating a sum of money for such County budget and authorizing the expenditure of estimated County revenues, County reserve funds, County deed excise fees or other available County funds including the Town assessment for County purposes; further, to see if the Town will vote to overturn any denial by the Nantucket County Review Committee of the establishment of a County Reserve Fund, from which transfers may be made to meet extraordinary or unforeseen expenditures with the approval of the County Commissioners acting as the County Advisory Board Executive Committee within the meaning of Chapter 35 section 32 of the Massachusetts General Laws; or to take any other action related thereto.

(Select Board/County Commissioners)

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

ARTICLE 23

(Rescind Unused Borrowing Authority)

To see what action the Town will take to amend, appropriate or reappropriate, transfer, modify, repeal or rescind unused borrowing authority authorized by previous town meetings.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the unused borrowing authority for the following projects be rescinded:

<i>Department</i>	<i>Item</i>	<i>Article/Town Meeting</i>	<i>Amount to be Rescinded</i>
Airport	Permit for Master Plan Update	Article 16/ATM 2021	250,000.00
Airport	ALP Update Geo Study 74	Article 16/ATM 2021	250,000.00
Airport	Terminal Area Study	Article 16/ATM 2021	500,000.00
Airport	Airport Groundwater Investigation	Article 16/ATM 2020	8,000,000.00
Airport	ARFF Truck	Article 22/ATM 2022	250,000.00

Airport	Airport Markings paint beads removal	Article 22/ATM 2022	729,000.00
Airport	Construction of employee housing on Nobadeer Farm Road	Article 22/ATM 2023	3,885,000.00
Airport	Perimeter road and fence relocation	Article 22/ATM 2023	600,000.00
Airport	Replacement of Truck 15, repainting parking lot and replacing luggage carts	Article 22/ATM 2023	110,000.00
Airport	Replacement of (1) lekto tug	Article 22/ATM 2023	384,000.00
Airport	Replacement of ramp high mast lights	Article 22/ATM 2024	35,000.00
Airport	Milling and overlaying of Runway 6-24	Article 22/ATM 2024	75,000.00
DPW/Transportation	Sidewalk Improvement Program	Article 10/ATM 2023	615,496.00
DPW/Transportation	Sidewalk Improvement Program	Article 10/ATM 2024	660,000.00
Sewer	Sparks Avenue Sewer Main Repairs	Article 12/ATM 2018	250,000.00

ARTICLE 24

(Appropriation: Other Post-Employment Benefits Trust Fund)

To see what sum the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to deposit into the Other Post-Employment Benefits Liability Trust Fund established pursuant to Mass. General Law chapter 32B, section 20, for Fiscal Year 2026.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Five Hundred Thousand Dollars (\$500,000) be appropriated from the Fiscal Year 2026 tax levy and other general revenues of the Town; and that Five Hundred Thousand Dollars (\$500,000) be transferred from Certified Free Cash in the Treasury of the Town to be deposited by the Treasurer into the Other Post-Employment Benefits Trust Fund.

ARTICLE 25

(Appropriation: Fiscal Year 2026 Senior Work-off Program)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purpose of supporting the Senior Work-off Program pursuant to Massachusetts General Laws Chapter 59, section 5K for the Town of Nantucket for Fiscal Year 2026; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Twenty-five Thousand Dollars (\$25,000) be transferred from the Overlay Surplus Account for the purpose of supporting the Senior Work-off program pursuant to Massachusetts General Laws Chapter 59, Section 5k for the Town of Nantucket for Fiscal Year 2026.

ARTICLE 26

(Appropriation: Fiscal Year 2026 Community Preservation Committee)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year; or to take any other action relative thereto.

(Select Board for Community Preservation Committee)

FINANCE COMMITTEE MOTION: Moved that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2026 revenues or other available funds as indicated herein, for the administrative and operating expenses of the Community Preservation Committee, the undertaking of community preservation projects and all other necessary and proper expenses, for Fiscal Year 2026 community preservation purposes as set forth herein, with each item considered a separate appropriation to be spent by the Community Preservation Committee, as shown below with any strikeouts indicating deletions from the Community Preservation Committee article and any highlighted text indicating additions/modifications:

Purpose	Amount
Historic Preservation	
St. Paul's Church St. Paul's Church has had a long and productive history of working with the Community Preservation Committee for over two decades. This is an important historic structure. This request is for funding to continue the restoration and preservation efforts by improving egress and installing HVAC and a sprinkler system.	\$957,770
Nantucket Housing Authority/Miacomet Village This request is for restoration and preservation of the 40-year-old affordable duplex structure at 8 Benjamin Drive, with work to include replacement of cedar shingles, rotting trim, windows and doors.	\$341,030
Maria Mitchell Association This request is part of a continuing effort to preserve and restore the historic Maria Mitchell Vestal Street Observatory and Astronomical Study. This project would replace the roof.	\$145,000
Landmark House - Nantucket Community Service Inc.	\$149,000

This request is for rebuilding the handicap ramp/stairs/retaining walls to the rear main accessible entrance to the building.	
ReMain 58 LLC This is an application on behalf of the Folger Block Condominium Trust. This is a prominent individually significant historic structure on Main Street. It is unique due to the architecture and exterior composition of the building. It has a specific place in time that no other Nantucket structure has. This project is for exterior restoration, stormwater management, and waterproofing. Funds were dispersed in FY 2025 for a comprehensive survey of the exterior upon which this grant request was made.	\$699,303
Nantucket Historical Association After receiving substantial CPC funding over several years to preserve and secure the Fair Street Museum, it was found that the structure had significant issues with water intrusion from the roof and skylight. This request is for replacement of the roof and skylight, relocation of the roof condensers and repair/replacement of historic fencing at the 7 Fair Street research library.	\$288,002
Nantucket Historical Association This request for funding is for replacement of the roof, and restoration of the unique windows at Greater Light.	\$134,815
Nantucket Town Clerk These funds are for the preservation and restoration of Civil War Veterans' documents through digitization.	\$9,500
Sub-total	\$2,724,420
All the funds to be used in this category are from the Community Preservation surcharge, interest, and the State matching funds.	
Community Housing	
Nantucket Interfaith Council Funds for rental assistance program, housing and rental assistance to low and moderate-income Nantucket year-round working families. The CPC has worked cooperatively with the Council since 2005. The program has been very successful and assisted many Nantucket resident to be in safe, legal housing.	\$380,000
Affordable Housing Trust Fund This allocation is for the use of funds to make a payment on the first of two Five Million Dollar Bonds taken on behalf of the Affordable Housing Trust for the cost of acquiring land, which may include buildings thereon, and infrastructure, for the development of affordable housing and for the costs of	\$350,000

designing, constructing, reconstructing and equipping affordable housing.	
Sub-total	\$730,000
All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Open Space Conservation/Recreation	
Nantucket Lighthouse School This request is for the creation of a new rain garden, as part of a drainage improvement project on the property. The rain garden will be located immediately abutting the Fairgrounds Road bike path and be directly accessible by the public. Educational aspects of the rain garden will be provided on site.	\$83,950
Nantucket Racquet Sports Association The Association has been adding to the sports complex off of Nobadeer Farm/Hinsdale Roads over the years with approval of the Nantucket Land Bank as the complex is on its property. The CPC has funded this effort since FY 2021. This request is for the racquet sports facility expansion. Use is available at reasonable costs to all members of the community. The CPC continues to support the Association's efforts to provide more recreational outlets for the Community. A recreational facility that welcomes all members of the community regardless of socioeconomic status is important for physical and mental health.	\$316,050
Sub-total	\$400,000
All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Administration	
Community Preservation Committee Administrative and operating expenses. The State Act that created CPCs requires 5% of the available funds to be set aside for administrative costs.	\$200,000
	\$200,000
Sub-total	
All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.	
TOTAL	
All amounts to be appropriated from the following sources:	
SOURCES	

	AMOUNT
Raised and appropriated from FY 2026 Community Preservation Surcharge	\$3,354,420
From State matching funds for FY 2025, to be received in 2026	\$625,000
From Interest	\$75,000
Total Revenues	\$4,054,420
For fiscal year 2026 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee.	
Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.	

ARTICLE 27

(Community Preservation Committee: Fiscal Year 2025 Budget Transfers)

To see what sums the Town will vote to transfer into the Community Preservation Committee reserved and unreserved fund balances to turn back the unspent remainder of projects approved in prior fiscal years so that it is available for future appropriations; or to take any other actions relative thereto.

(Select Board for Community Preservation Committee)

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

ARTICLE 28

(Appropriation: Community Preservation Fund for Affordable Housing Trust Fund)

To see if the Town will appropriate a sum of money to pay costs of acquiring land, which may include any buildings thereon, for the development of affordable housing, and also, to pay costs of designing, constructing, reconstructing and equipping affordable housing, all of which shall be undertaken in conjunction with the Town's Affordable Housing Trust, and for the payment of all other costs incidental and related thereto and to determine whether this amount should be raised by taxation, transfer from available funds, borrowing or otherwise, and, further, to authorize the Town to enter leases, subleases and any other similar arrangements with the Town's Affordable Housing Trust; or to take any other action relative thereto.

(Select Board for Community Preservation Committee)

FINANCE COMMITTEE MOTION: Moved that the sum of Five Million Dollars (\$5,000,000) be appropriated under the Community Preservation Act Community Housing Program to pay costs of acquiring land, which may include any buildings thereon, for the development of affordable housing, and to pay costs of designing, constructing, reconstructing and equipping affordable housing, all of which shall be undertaken in conjunction with the Town's Affordable Housing Trust, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to M.G.L. c. 44B and 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor. In conjunction with the development of affordable housing, the Town is authorized to enter into leases, subleases and any other similar arrangements to carry out the purposes of this vote with the Town's Affordable Housing Trust. While the bonds issued pursuant to this vote shall be general obligations of the Town, it is the intent of Town Meeting that the principal and interest thereon shall be paid from Community Preservation Act revenue. Any affordable housing units developed pursuant to this vote shall be available to tenants with incomes of not less than 30% or more than 100% of area median income for the Town, as most recently determined by the United States Department of Housing and Urban Development.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 29

(Rescind Unused Borrowing Authority for Affordable Housing Trust)

To see what action the Town will take to repeal or rescind unused borrowing authority authorized by Article 18 of the 2023 Town Meeting, or to take any other action related thereto.

For information of voters 2023 ARTICLE 18 provided as follows:

Appropriation: Affordable Housing Trust Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow

pursuant to any applicable statute, or transfer from available funds, for the purposes of supporting the Affordable Housing Trust Fund in the Town of Nantucket for Fiscal Year 2024; provided such appropriation shall be contingent on the passage of a Proposition Two and One-half override ballot question; or to take any other action related thereto.

FINANCE COMMITTEE MOTION: Moved to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000) for the purposes of supporting the Affordable Housing Trust Fund in the Town of Nantucket for Fiscal Year 2024; provided

such appropriation shall be contingent on the passage of a Proposition Two and One-half override ballot question.

(Toby Brown, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 30

(Appropriation: Teenage Recreation Center Program)

To see if the Town will vote to: transfer from available funds, \$300,000. For the purpose of providing a grant to help launch a teenage recreation center pilot program with mentorship and coaching for all 600 high school students aged 13-18.

Subject to a grant agreement between the town and PRXM inc. or any other action relative thereto.

(Emma Raith, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 31

(Zoning Map Change: RC-2 to R-5 - Surfside Road and Miacomet Avenue)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
67	223.7	2	Miacomet Avenue
67	223.8	61	Surfside Road

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

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
67	223.7	2	Miacomet Avenue
67	223.8	61	Surfside Road

All as shown on a map filed at the Office of the Town Clerk.

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

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

ARTICLE 32

(Zoning Map Change: RC-2 to R-5 or CTEC - Rosemary Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) or Commercial Trade Entrepreneurship and Craft (CTEC) district:

Map	Lot	Number	Street
69	20	1	Rosemary Way
69	275	3	Rosemary Way

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
69	20	1	Rosemary Way
69	275	3	Rosemary Way

All as shown on a map filed at the Office of the Town Clerk.

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

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

ARTICLE 33

(Zoning Map Change: RC-2 to R-5 or CTEC - Appleton Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) or Commercial Trade Entrepreneurship and Craft (CTEC) district:

Map	Lot	Number	Street
66	431	20	Appleton Road
66	23	22	Appleton Road
66	24	24	Appleton Road

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
66	431	20	Appleton Road
66	23	22	Appleton Road
66	24	24	Appleton Road

All as shown on a map filed at the Office of the Town Clerk.

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

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

ARTICLE 34

(Zoning Map Change: RC-2 to R-10 or CN - Surfside Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Residential-10 (R-10) district or the Commercial Neighborhood (CN) district:

Map	Lot	Number	Street
67	120.4	48	Surfside Road
67	220	50	Surfside Road
67	221	52R	Surfside Road
67	557	54	Surfside Road
67	559	54R	Surfside Road
67	560		Surfside Road
67	561		Surfside Road

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Commercial Neighborhood (CN) district:

Map	Lot	Number	Street
67	120.4	48	Surfside Road
67	220	50	Surfside Road
67	221	52R	Surfside Road
67	557	54	Surfside Road

67	559	54R	Surfside Road
67	560		Surfside Road
67	561		Surfside Road

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location.

ARTICLE 35

(Zoning Map Change: RC-2 to CMI or CTEC - 43 Nobadeer Farm Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial-2 (RC-2) district in the Commercial Mid Island (CMI) or Commercial Trade Entrepreneurship and Craft (CTEC) district:

Map	Lot	Number	Street
69	17	43	Nobadeer Farm Road

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial-2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

Map	Lot	Number	Street
69	17	43	Nobadeer Farm Road

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location.

ARTICLE 36

(Zoning Map Change: RC-2 to CTEC - Old South Road *aka Van Gilder Avenue*)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

Lots 1-13 on Plan 2024-16 on file with the Nantucket Registry of Deeds (formerly/currently known as 86A and 88 Old South Road, Map 68, Parcels 400 and 419.1).

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial-2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

Lots 1-13 on Plan 2024-16 on file with the Nantucket Registry of Deeds (formerly/currently known as 86A and 88 Old South Road, Map 68, Parcels 400 and 419.1).

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location.

ARTICLE 37

(Zoning Map Change: RC to CN - 103 Washington Street)

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

Map	Lot	Number	Street
55.1.4	37	103	Washington Street

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial (RC) district in the Commercial Neighborhood (CN) district:

Map	Lot	Number	Street
55.1.4	37	103	Washington Street

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location.

ARTICLE 38

(Zoning Map Change: ROH to CDT - North Water Street)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Old Historic (ROH) district in the Commercial Downtown (CDT) district:

Map	Lot	Number	Street
42.4.2	87	7	N Water Street
42.4.2	103	9	N Water Street
42.4.2	54.1	11	N Water Street

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Old Historic (ROH) district in the Commercial Downtown (CDT) district:

Map	Lot	Number	Street
42.4.2	87	7	N Water Street
42.4.2	103	9	N Water Street
42.4.2	54.1	11	N Water Street

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location and modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or by-law.

ARTICLE 39

(Zoning Map Change: R-40 to ROH - 0 Fair Street, Portion of)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing a portion of the following property currently located in the Residential-40 (R-40) district in the Residential Old Historic (ROH) district:

Map	Lot	Number	Street
42.3.1	152.1 (portion of)	0	Fair Street

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing a portion of the following property currently located in the Residential-40 (R-40) district in the Residential Old Historic (ROH) district:

Map	Lot	Number	Street
42.3.1	152.1 (portion of)	0	Fair Street

All as shown on a map filed at the Office of the Town Clerk.

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

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

ARTICLE 40

(Zoning Map Change: R-40 to CN - 23 Airport Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential- 40 (R-40) district in the Commercial Neighborhood (CN) district:

Map	Lot	Number	Street
68	55	23	Airport Road

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

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential- 40 (R-40) district in the Commercial Neighborhood (CN) district:

Map	Lot	Number	Street
68	55	23	Airport Road

All as shown on a map filed at the Office of the Town Clerk.

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

The Planning Board determined that the quantum vote for passage of this motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it allows for multifamily housing and mixed-use development in an eligible location and modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or bylaw.

ARTICLE 41

(Zoning Map Change: Open Space Parcels - Various)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by taking the following actions:

1. By placing the following property currently located in the Residential Old Historic (ROH) district in the Residential-40 (R-40) district:

Map	Lot	Number	Street
42.2.3	39.1	1	Meader Street

2. By placing the following property currently located in the Residential-20 (R-20) district in the Residential-40 (R-40) district:

Map	Lot	Number	Street
56	243	22	Hawthorne Lane

3. By placing the following properties currently located in the Limited Use General-1 (LUG-1) district in the Limited Use General-3 (LUG-3) district:

Map	Lot	Number	Street
43	131	11	North Road
43	101	14	Cathcart Road

4. By placing the following property currently located in the Residential Commercial (RC) district in the Residential-40 (R-40) district:

Map	Lot	Number	Street
30	45	41	Jefferson Avenue

5. By placing the following property currently located in the Commercial Trade Entrepreneurship and Craft (CTEC) district in the Residential-40 (R-40) district:

Map	Lot	Number	Street
66	436	69	Bartlett Road

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

Or to take any other action related thereto.

(Select Board for Planning Board)

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

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

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

ARTICLE 42

(Zoning Bylaw Amendment: Temporary Moratorium on Tertiary Dwellings)

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

Inserting a new Section, TEMPORARY MORATORIUM ON TERTIARY DWELLINGS

A. Purpose

Section 8 of Chapter 150 of the Acts of 2024 which amends G.L. c. 40A, § 3, allows Accessory Dwelling Units (“ADU”) to be built by-right in single family zoning districts. The purpose of this legislative amendment is to “encourage the production of accessory dwelling units throughout the Commonwealth with the goal of increasing the production of housing to address statewide, local, and individual housing needs for households of all income levels and at all stages of life”. Nantucket’s zoning bylaw already allows for Secondary Dwellings and Tertiary Dwellings. The compliance requirement of Section 8 of Chapter 150 of the Acts of 2024 will permit up to four dwelling units in zoning districts

that currently permit a primary dwelling, secondary dwelling, and tertiary dwelling. Because the size requirement of an ADU and tertiary dwelling unit are similar, the intent is to temporarily prohibit the creation of tertiary dwelling units so that additional zoning changes, if needed, can be brought forward at a future Special Town Meeting and/or Annual Town Meeting. Accessory dwelling units may be pursued where applicable pursuant to Section 8 of Chapter 150 of the Acts of 2024 despite the temporary moratorium on Tertiary Dwellings.

B. Definition

TERTIARY DWELLING

- (1) The tertiary dwelling shall be in the same ownership as at least one other owner-occupied dwelling unit on the lot, or shall be owned by a not-for-profit, religious, or educational entity, or shall be subject to a restriction limiting occupancy to a year-round household.
- (2) A third dwelling unit located on a lot, including the following options:
 - (a) A garage apartment not exceeding 900 square feet of gross floor area.
 - (b) A dwelling unit attached to or within a single-family dwelling, duplex, or an outbuilding or a dwelling unit attached to a studio or shed. When a tertiary dwelling unit is the third dwelling unit, within a single structure, a special permit issued by the Planning Board is required. The ground cover of the existing building shall not increase more than 900 square feet and the dwelling unit shall not contain more than 900 square feet of gross floor area.
 - (c) A detached building containing not more than 650 square feet of ground cover and not more than 900 square feet of gross floor area.
- (3) In the R-5, R-10, and R-20 Districts, a maximum of eight bedrooms per lot shall be permitted at the following density:
 - (a) R-5: 1 bedroom per each 1,000 square feet of lot area;
 - (b) R-10: 1 bedroom per each 1,400 square feet of lot area;
 - (c) R-20: 1 bedroom per each 2,500 square feet of lot area;
- (4) Any waivers from the standards contained within Subsection (2) or (3) of this definition may be granted through the issuance of a special permit by the Planning Board.
- (5) The Planning Board shall make a determination regarding the adequacy of access to the lot and structures prior to the issuance of a building permit. Planning Board approvals shall be valid for a period of two years from the date of plan endorsement.

C. Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the allowance of new Tertiary Dwellings. The moratorium shall be in effect from the vote of Town Meeting through December 31, 2025. During the moratorium period, the Town shall review and address the impacts of Section 8 of Chapter 150 of the Acts of 2024 on

the existing Zoning Bylaw and shall consider adopting new Zoning Bylaws in response to this issue.

Or to take any other action relative thereto.

(Select Board for Planning Board)

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

Inserting a new Section, TEMPORARY MORATORIUM ON TERTIARY DWELLINGS

A. Purpose

Section 8 of Chapter 150 of the Acts of 2024 which amends G.L. c. 40A, § 3, allows Accessory Dwelling Units (“ADU”) to be built by-right in single family zoning districts. The purpose of this legislative amendment is to “encourage the production of accessory dwelling units throughout the Commonwealth with the goal of increasing the production of housing to address statewide, local, and individual housing needs for households of all income levels and at all stages of life”. Nantucket’s zoning bylaw already allows for Secondary Dwellings and Tertiary Dwellings. The compliance requirement of Section 8 of Chapter 150 of the Acts of 2024 will permit up to four dwelling units in zoning districts that currently permit a primary dwelling, secondary dwelling, and tertiary dwelling. Because the size requirement of an ADU and tertiary dwelling unit are similar, the intent is to temporarily prohibit the creation of tertiary dwelling units so that additional zoning changes, if needed, can be brought forward at a future Special Town Meeting and/or Annual Town Meeting. Accessory dwelling units may be pursued where applicable pursuant to Section 8 of Chapter 150 of the Acts of 2024 despite the temporary moratorium on Tertiary Dwellings.

B. Definition

TERTIARY DWELLING

- (1) The tertiary dwelling shall be in the same ownership as at least one other owner-occupied dwelling unit on the lot, or shall be owned by a not-for-profit, religious, or educational entity, or shall be subject to a restriction limiting occupancy to a year-round household.
- (2) A third dwelling unit located on a lot, including the following options:
 - (a) A garage apartment not exceeding 900 square feet of gross floor area.
 - (b) A dwelling unit attached to or within a single-family dwelling, duplex, or an outbuilding or a dwelling unit attached to a studio or shed. When a tertiary dwelling unit is the third dwelling unit, within a single structure, a special permit issued by the Planning Board is required. The ground cover of the

- existing building shall not increase more than 900 square feet and the dwelling unit shall not contain more than 900 square feet of gross floor area.
- (c) A detached building containing not more than 650 square feet of ground cover and not more than 900 square feet of gross floor area.

- (3) In the R-5, R-10, and R-20 Districts, a maximum of eight bedrooms per lot shall be permitted at the following density:
- (a) R-5: 1 bedroom per each 1,000 square feet of lot area;
 - (b) R-10: 1 bedroom per each 1,400 square feet of lot area;
 - (c) R-20: 1 bedroom per each 2,500 square feet of lot area;
- (4) Any waivers from the standards contained within Subsection (2) or (3) of this definition may be granted through the issuance of a special permit by the Planning Board.
- (5) The Planning Board shall make a determination regarding the adequacy of access to the lot and structures prior to the issuance of a building permit. Planning Board approvals shall be valid for a period of two years from the date of plan endorsement.

C. Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the allowance of new Tertiary Dwellings. The moratorium shall be in effect from the vote of Town Meeting through December 31, 2025. During the moratorium period, the Town shall review and address the impacts of Section 8 of Chapter 150 of the Acts of 2024 on the existing Zoning Bylaw and shall consider adopting new Zoning Bylaws in response to this issue.

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

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

ARTICLE 43

(Zoning Bylaw Amendment: Accessory Dwelling Unit)

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

Amend section 2 (Definitions- Accessory Dwelling)

~~Accessory Dwelling—A dwelling unit located within an owner-occupied single-family building. The exterior architectural design and use of an accessory~~

~~dwelling shall be harmonious with the appearance and use of the structure as the owner's home. The gross floor area of the accessory dwelling shall not be more than the gross floor area of the primary dwelling and not greater than 800 square feet. The accessory dwelling shall be self-contained with separate sleeping, cooking and sanitary facilities for the exclusive use of the occupant. The structure containing the primary dwelling and accessory dwelling shall be in single ownership, and one of the units shall be owner-occupied.~~

Accessory Dwelling Unit - "ADU" - a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a Principal Dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the primary dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller.

Notwithstanding 760 CMR71.03(I), a special permit, issued by the Zoning Board of Appeals shall be required for the use of land or structures for an ADU, or rental thereof, on a Lot which a Protected Use ADU is already located.

Amend section 7A (Use-Chart) as follows:

1. "Accessory dwelling unit"
2. In the CDT, CMI, CN, VN, and VTEC districts change from a "Y" to a "N"

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions- Accessory Dwelling)

~~Accessory Dwelling - A dwelling unit located within an owner-occupied single-family building. The exterior architectural design and use of an accessory dwelling shall be harmonious with the appearance and use of the structure as the owner's home. The gross floor area of the accessory dwelling shall not be more than the gross floor area of the primary dwelling and not greater than 800 square feet. The accessory dwelling shall be self-contained with separate sleeping, cooking and sanitary facilities for the exclusive use of the occupant. The structure~~

~~containing the primary dwelling and accessory dwelling shall be in single ownership, and one of the units shall be owner-occupied.~~

A self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities the same Lot as a Principal Dwelling, subject to otherwise applicable dimensional and parking requirements, that: (a) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the Principal Dwelling sufficient to meet the requirements of the Building Code for safe egress; and (b) is not larger in Gross Floor Area than ½ the Gross Floor Area of the Principal Dwelling or 900 square feet, whichever is smaller.

Amend section 7A (Use-Chart) as follows:

1. "Accessory dwelling unit"
2. In the CDT, CMI, CN, VN, and VTEC districts change from a "Y" to a "N"

PLANNING BOARD COMMENT: Section 8 of Chapter 150 of the Acts of 2024 (Affordable Homes Act) allows accessory dwelling units by right. This article aligns our local zoning bylaw with definitions in the legislation for clarity and consistency. Whether adopted or not, the updates in the Affordable Homes Act supersede our local zoning bylaw, and not aligning our zoning bylaw with state legislation will create confusion.

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

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

ARTICLE 44

(Zoning Bylaw Amendment: Protected Use Accessory Dwelling Unit (ADU))

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Protected Use ADU"

An attached or detached Accessory Dwelling Unit that is located, or is proposed to be located, on a Lot in a Single Family Residential Zoning District and no other Accessory Dwelling Unit is located on said Lot and which is protected from Prohibited Regulations and Unreasonable Regulations pursuant to M.G.L. c. 40A, s. 3 para. 11 and 760 CMR 71.00.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Protected Use ADU”

An attached or detached ADU that is located, or is proposed to be located, on a Lot in a Single-family Residential Zoning District and is protected by M.G.L. c. 40A, § 3, provided that only one ADU on a lot may qualify as a Protected Use ADU. An ADU that is nonconforming to Zoning shall still qualify as a Protected Use ADU if it otherwise meets this definition.

PLANNING BOARD COMMENT: Section 8 of Chapter 150 of the Acts of 2024 (Affordable Homes Act) allows accessory dwelling units by right. This article aligns our local zoning bylaw with definitions in the legislation for clarity and consistency. Whether adopted or not, the updates in the Affordable Homes Act supersede our local zoning bylaw, and not aligning our zoning bylaw with state legislation will create confusion.

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

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

ARTICLE 45

(Zoning Bylaw Amendment: Principal Dwelling)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Principal Dwelling”

A structure, regardless of whether it conforms for Zoning, including use requirements and dimensional requirements, such as setbacks, bulk, and height

that contains at least one Dwelling Unit and is located on the same Lot as a Protected Use ADU.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Principal Dwelling”

A structure, regardless of whether it, or the Lot it is situated on, conforms to Zoning, including use requirements and dimensional requirements, such as setbacks, bulk, and height, that contains at least one Dwelling Unit and is, or will be, located on the same Lot as a Protected Use ADU.

PLANNING BOARD COMMENT: Section 8 of Chapter 150 of the Acts of 2024 (Affordable Homes Act) allows accessory dwelling units by right. This article aligns our local zoning bylaw with definitions in the legislation for clarity and consistency. Whether adopted or not, the updates in the Affordable Homes Act supersede our local zoning bylaw, and not aligning our zoning bylaw with state legislation will create confusion.

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

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

ARTICLE 46

(Zoning Bylaw Amendment: Dwelling Unit)

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

Amend section 2 (Definitions- Dwelling Unit)

~~A room or enclosed floor space used, or to be used, as a habitable unit for one family or household, with facilities for sleeping, cooking and sanitation.~~

A single housing unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions- Dwelling Unit)

~~A room or enclosed floor space used, or to be used, as a habitable unit for one family or household, with facilities for sleeping, cooking and sanitation.~~

A single housing unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

PLANNING BOARD COMMENT: Section 8 of Chapter 150 of the Acts of 2024 (Affordable Homes Act) allows accessory dwelling units by right. This article aligns our local zoning bylaw with definitions in the legislation for clarity and consistency. Whether adopted or not, the updates in the Affordable Homes Act supersede our local zoning bylaw, and not aligning our zoning bylaw with state legislation will create confusion.

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

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

ARTICLE 47

(Zoning Bylaw Amendment: Year-round Housing)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Year-round Housing”

Housing for occupancy by persons or families who occupy either rental or other housing as their principal residence for not less than 10 months a year.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Year-round Housing”

Housing that serves as the principal residence of the occupant(s) for at least 10 months per year, whether owner-occupied or rented.

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

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

ARTICLE 48

(Zoning Bylaw Amendment: Off-street parking requirements - Accessory Dwelling)

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

Amend section 18B (Parking requirements) for “Accessory Dwelling” as follows:

1. “Accessory Dwelling Unit”
2. CDT, CMI from “0” to “N/A”
3. CN, VN, VTEC from “1” to “N/A”

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 18B (Parking requirements) for “Accessory Dwelling” as follows:

1. “Accessory Dwelling **Unit**”
2. CDT, CMI from “0” to “N/A”
3. CN, VN, VTEC from “1” to “N/A”

PLANNING BOARD COMMENT: This is a technical change to align the parking calculation chart with the use chart where this use is no longer allowed.

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

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

ARTICLE 49

(Zoning Bylaw Amendment: Definitions - Attainable Housing)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Attainable Housing” as follows:

Dwelling unit(s) restricted to occupancy by households who earn at or below 240% of the median annual household income for Nantucket County as reported by the U.S. Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current, adjusted for household size. The calculation for 240% of the Nantucket County AMI shall use the 50% Nantucket AMI as reported by HUD or the EOHLC, whichever is the most current.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term “Attainable Housing” as follows:

Dwelling unit(s) restricted to occupancy by households who earn at or below 240% of the median annual household income for Nantucket County as reported by the U.S. Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current, adjusted for household size. The calculation for 240% of the Nantucket County AMI shall use the 50% Nantucket AMI as reported by HUD or the EOHLC, whichever is the most current.

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

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

ARTICLE 50

(Zoning Bylaw Amendment: Cottage Community)

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

Amend Section 8 by inserting a new subsection “G” (Cottage Community) as follows:

G. Special permit to create a cottage community for year-round residents.

(1) Purpose: to create, make available, and maintain ownership housing opportunities that are attainable to those who earn at or below 240% of the Nantucket County median household; to help households to continue to reside on Nantucket; to generate and preserve attainable housing in the Town of Nantucket in perpetuity, while not significantly altering the character of any particular area(s) or neighborhood(s).

(2) Requirements

- a. A Cottage Community may be permitted in the following zoning districts: ROH, R-5, R-10, R-20, R-40, VR, LUG-1, LUG-2, LUG-3, VN, CN, and CTEC.
- b. The lot(s) shall not be subject to any covenants, restrictions or similar encumbrances, whether appearing in a deed, easement, land-use permit or any other instrument, pertaining to the prohibition of the number of dwelling units allowed on the lot.
- c. The lot must be at least the minimum lot size required for the underlying zoning district.
- d. All units must be single family detached dwelling units.
- e. All dwelling units must be owner occupied, will be subject to a year-round deed restriction and must be sold to an owner that earns at or below 240% of the Nantucket County median household income.
- f. The monitoring and enforcement agent shall be assigned by the Nantucket Affordable Housing Trust, and may change from time to time through a Regulatory Agreement.

(3) A Cottage Community may be constructed at the following density (for all density calculations that result in a fractional number, only fractions equal to or greater than 0.51 should be rounded to the next highest whole number):

Zoning District	Max. Number of Units per lot
ROH	1 per 1,250 sq ft of lot area
R-5	1 per 1,250 sq ft of lot area
R-10	1 per 2,500 sq ft of lot area
R-20	1 per 3,500 sq ft of lot area
R-40	1 per 5,000 sq ft of lot area
VR	1 per 5,000 sq ft of lot area
LUG-1	1 per 5,000 sq ft of lot area
LUG-2	1 per 8,000 sq ft of lot area
LUG-3	1 per 10,000 sq ft of lot area
VN	1 per 2,000 sq ft of lot area
CN	1 per 1,875 sq ft of lot area
CTEC	1 per 2,000 sq ft of lot area

- a. Any newly constructed unit shall not exceed 24 feet in height.

- b. A single dwelling unit may not exceed three bedrooms. The Planning Board may grant a waiver to accommodate dwellings that were already in existence prior to granting the Special Permit.
- c. Groundcover and setbacks of the underlying district shall apply.
- d. There shall be a minimum separation of 5 feet between dwelling units.
- e. Requirements for a secondary dwelling, tertiary dwelling, apartment, and apartment building contained within § 139-2 of this chapter shall not apply.

(4) Off Street Parking Requirements

- a. Off street parking requirements as quantified in § 139-18 of this chapter shall not apply.
- b. All two bedrooms and three bedroom units shall require a minimum of two off street parking space per unit.
- c. All studio and one-bedroom units shall require a minimum of one off street parking space per unit.
- d. The Planning Board may waive these requirements.

(5) A Cottage Community shall be subject to Site Plan Review as contained within § 139-23 of this chapter.

(6) Relevant legal documents such as a homeowners association and exclusive use areas must be submitted to the Planning Board for review and approval prior to the issuance of any building permit.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

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

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

ARTICLE 51

(Zoning Bylaw Amendment: Inclusionary Housing)

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

Insert a new section: 9. "Inclusionary Housing" with language as follows:

A. Purpose and Intent

The purpose of this Bylaw is to outline and implement a coherent set of policies and objectives for the development of so-called attainable housing that supports a diverse population in compliance with the Nantucket Master Plan, Housing Production Plan and ongoing housing programs and housing development efforts within the Town of Nantucket.

B. Definitions

1. **Attainable Dwelling Unit.** A dwelling unit for which occupancy is restricted to an Eligible Household at or below 240% of the Nantucket County Area Median Income (AMI) as reported by the U.S. Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.

2. **Eligible Household.** An individual or family with household incomes that do not exceed 240% of the Nantucket County Area Median Income, with adjustments for household size, as reported by the United States Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.

The calculation for 240% of the Nantucket County AMI shall use the 50% Nantucket AMI as reported by HUD or the EOHLC, whichever is the most current.

C. Applicability

1. **Division of Land.** Notwithstanding any regulation or bylaw to the contrary, this Bylaw shall apply to rear lot subdivision, flex development and workforce homeownership housing for the division or subdivision of land into five (5) or more buildable lots whether on one or more contiguous lots or parcels held in common ownership as of the effective date of this Bylaw.

2. **Multiple Units.** The construction of five (5) or more dwelling units, which were permitted as an apartment building(s) or a workforce rental community, whether on one or more contiguous lots or parcels held in common ownership.

3. Exemptions and waivers:

- (a) Any municipal structure, use, or lot division shall be exempt from the requirements of Sections 1-2 above;
- (b) Any not-for-profit organizations incorporated pursuant to G.L. c 180 et seq, may be exempt from the requirements of Section 1-2 above as determined by the Zoning Enforcement Officer; and
- (c) The Planning Board may waive the requirements of Sections 1-2 above, provided that the Board finds that the proposed development will provide a community housing benefit in compliance with the Town of Nantucket Master Plan and/or Housing Production Plan, which may be amended from time to time.
- (d) In lieu of providing Attainable Dwelling Units, an applicant may provide a monetary contribution of equivalent value to the Town of Nantucket, to be placed in a fund for the development of attainable housing administered by the Town of Nantucket's Affordable Housing Trust Fund. The amount of such contribution shall be equivalent to the average sale price of residential property with 5,000 square foot to 10,000 square foot lot sizes in the R-5 district as recorded by the Nantucket Islands Land Bank during the one-year period prior to approval of the special permit. This payment may be used only to construct or otherwise create new Attainable Dwelling Units within Nantucket County.

D. Mandatory Provision of Attainable Dwelling Units

1. The Planning Board shall require that development regulated by Sections 139-9 (C)(1) or (C)(2) comply with the following minimum requirements, in addition to those imposed pursuant to the Planning Board's authority found in Section 139-30:

- (a) Division of Land. For every five (5) new buildable lots created, one (1) Attainable Dwelling Unit shall be constructed in any one or combination of methods provided for below:

- (1) constructed or rehabilitated on the locus subject to the special permit; or

- (2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(G), below).

- (b) Multiple Units. For every five (5) dwelling units created, one Attainable Dwelling Unit must be constructed in any one or combination of methods provided for below:

- (1) constructed or rehabilitated on the locus subject to the special permit; or

- (2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(I), below).

The applicant may offer, and the Planning Board may accept, any combination of the options contained in Section 139-9 (D)(1)(a)&(b) above.

E. Provisions Applicable to Attainable Housing Units On- and Off-Site

1. Minimum design and construction standards for Attainable Dwelling Units. Attainable Dwelling Units within market rate developments shall be integrated with the rest of the development and shall be compatible in size, design, appearance, construction and quality of materials of the market-rate units.
2. Timing of construction of Attainable Dwelling Units. In no event shall the development of Attainable Dwelling Units be delayed beyond constructing the required number of Attainable Dwelling Units at a ratio of one Attainable Dwelling Unit per every five market rate dwelling units.

F. Local Preference

1. The Planning Board shall require the applicant to comply with local preference requirements, if any, as established by the Select Board or if none, as established by the Nantucket Housing Authority and/or the Nantucket Affordable Housing Trust Fund, provided that local preference requirements comply with relevant federal and state law.

G. Provision of Attainable Dwelling Units Off-Site

1. As an alternative to the requirements of Section 139-9(D), an applicant subject to the Bylaw may develop, construct or otherwise provide Attainable Dwelling Units equivalent to those required by Section 139-9(D) off-site, provided that the location of the off-site unit(s) to be provided shall be approved by the Planning Board as an element of the special permit review and approval process.

H. Preservation of Affordability; Restrictions on Resale or Rental

1. Each Attainable Dwelling Unit created in accordance with this Bylaw shall have limitations governing its resale or rental options. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for qualified households. The resale controls shall be established through the imposition on the dwelling unit(s) of either a permanent affordable housing restriction (G.L. c.184 §§31-32) or a deed restriction that constitutes a gift or devise for a public purpose pursuant to G.L. c.184 §23.
2. Attainable Dwelling Units that are Rented:
 - (a) The gross household income of an Eligible Household upon initial occupancy shall be determined as defined above.

(b) After initial occupancy, the gross household income of an Eligible Household shall be verified annually to determine continued eligibility and rent all as set forth in the special permit issued by the Planning Board.

(c) The lease agreement shall specify that should an Eligible Household's gross income exceed 240% of the area median after the first year of occupancy, the tenant will have until the expiration of the lease to vacate the dwelling unit. Notwithstanding, said dwelling unit will not qualify as an Attainable Dwelling Unit until the dwelling unit is vacated and rented to a new Eligible Household.

3. Attainable Dwelling Units that are Sold:

(a) The gross income of an Eligible Household upon initial purchase and occupancy of an Attainable Dwelling Unit shall be determined as defined above.

(b) The maximum sales price of the Attainable Dwelling Unit shall be calculated by assuming a ten-percent down payment and an annual debt service (at prevailing thirty-year fixed interest rates) that is equal to 30% of the gross annual income of a household earning up to 240% of median income.

4. The Planning Board shall require, as a condition for the issuance of a special permit under this Bylaw, that the applicant comply with the mandatory requirements of Attainable Dwelling Units and accompanying restrictions on attainability, including the execution of an attainable housing restriction or deed restrictions as set forth above. The Building Commissioner shall not issue a Certificate of Occupancy for any Attainable Dwelling Unit required by this Bylaw until said affordable housing or deed restriction is recorded at the Nantucket County Registry of Deeds.

I. Severability

The provisions of this Section 139-9 et seq. are severable and if any such provision shall be held invalid by any decision of a court of competent jurisdiction, such decision shall not impair or otherwise affect any other provisions of this Section.

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the*

numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket).

Insert a new section: 9. "Inclusionary Housing" with language as follows:

A. Purpose and Intent

The purpose of this Bylaw is to outline and implement a coherent set of policies and objectives for the development of so-called attainable housing that supports a diverse population in compliance with the Nantucket Master Plan, Housing Production Plan and ongoing housing programs and housing development efforts within the Town of Nantucket.

B. Definitions

1. **Attainable Dwelling Unit.** A dwelling unit for which occupancy is restricted to an Eligible Household at or below 240% of the Nantucket County Area Median Income (AMI) as reported by the U.S. Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.

2. **Eligible Household.** An individual or family with household incomes that do not exceed 240% of the Nantucket County Area Median Income, with adjustments for household size, as reported by the United States Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.

The calculation for 240% of the Nantucket County AMI shall use the 50% Nantucket AMI as reported by HUD or the EOHLC, whichever is the most current.

C. Applicability

1. **Division of Land.** Notwithstanding any regulation or bylaw to the contrary, this Bylaw shall apply to rear lot subdivision, flex development and workforce homeownership housing for the division or subdivision of land into five (5) or more buildable lots whether on one or more contiguous lots or parcels held in common ownership as of the effective date of this Bylaw.

2. **Multiple Units.** The construction of five (5) or more dwelling units, which were permitted as an apartment building(s) or a workforce rental community, whether on one or more contiguous lots or parcels held in common ownership.

3. Exemptions and waivers:

(a) Any municipal structure, use, or lot division shall be exempt from the requirements of Sections 1-2 above;

- (b) Any not-for-profit organizations incorporated pursuant to G.L. c 180 et seq, may be exempt from the requirements of Section 1-2 above as determined by the Zoning Enforcement Officer; and
- (c) The Planning Board may waive the requirements of Sections 1-2 above, provided that the Board finds that the proposed development will provide a community housing benefit in compliance with the Town of Nantucket Master Plan and/or Housing Production Plan, which may be amended from time to time.
- (d) In lieu of providing Attainable Dwelling Units, an applicant may provide a monetary contribution of equivalent value to the Town of Nantucket, to be placed in a fund for the development of attainable housing administered by the Town of Nantucket's Affordable Housing Trust Fund. The amount of such contribution shall be equivalent to the average sale price of residential property with 5,000 square foot to 10,000 square foot lot sizes in the R-5 district as recorded by the Nantucket Islands Land Bank during the one-year period prior to approval of the special permit. This payment may be used only to construct or otherwise create new Attainable Dwelling Units within Nantucket County.

D. Mandatory Provision of Attainable Dwelling Units

1. The Planning Board shall require that development regulated by Sections 139-9 (C)(1) or (C)(2) comply with the following minimum requirements, in addition to those imposed pursuant to the Planning Board's authority found in Section 139-30:

(a) Division of Land. For every five (5) new buildable lots created, one (1) Attainable Dwelling Unit shall be constructed in any one or combination of methods provided for below:

(1) constructed or rehabilitated on the locus subject to the special permit; or

(2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(G), below).

(b) Multiple Units. For every five (5) dwelling units created, one Attainable Dwelling Unit must be constructed in any one or combination of methods provided for below:

(1) constructed or rehabilitated on the locus subject to the special permit; or

(2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(I), below).

The applicant may offer, and the Planning Board may accept, any combination of the options contained in Section 139-9 (D)(1)(a)&(b) above.

E. Provisions Applicable to Attainable Housing Units On- and Off-Site

1. Minimum design and construction standards for Attainable Dwelling Units. Attainable Dwelling Units within market rate developments shall be integrated with the rest of the development and shall be compatible in size, design, appearance, construction and quality of materials of the market-rate units.
2. Timing of construction of Attainable Dwelling Units. In no event shall the development of Attainable Dwelling Units be delayed beyond constructing the required number of Attainable Dwelling Units at a ratio of one Attainable Dwelling Unit per every five market rate dwelling units.

F. Local Preference

1. The Planning Board shall require the applicant to comply with local preference requirements, if any, as established by the Select Board or if none, as established by the Nantucket Housing Authority and/or the Nantucket Affordable Housing Trust Fund, provided that local preference requirements comply with relevant federal and state law.

G. Provision of Attainable Dwelling Units Off-Site

1. As an alternative to the requirements of Section 139-9(D), an applicant subject to the Bylaw may develop, construct or otherwise provide Attainable Dwelling Units equivalent to those required by Section 139-9(D) off-site, provided that the location of the off-site unit(s) to be provided shall be approved by the Planning Board as an element of the special permit review and approval process.

H. Preservation of Affordability; Restrictions on Resale or Rental

1. Each Attainable Dwelling Unit created in accordance with this Bylaw shall have limitations governing its resale or rental options. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for qualified households. The resale controls shall be established through the imposition on the dwelling unit(s) of either a permanent affordable housing restriction (G.L. c.184 §§31-32) or a deed restriction that constitutes a gift or devise for a public purpose pursuant to G.L. c.184 §23.
2. Attainable Dwelling Units that are Rented:
 - (a) The gross household income of an Eligible Household upon initial occupancy shall be determined as defined above.
 - (b) After initial occupancy, the gross household income of an Eligible Household shall be verified annually to determine continued eligibility and rent all as set forth in the special permit issued by the Planning Board.

(c) The lease agreement shall specify that should an Eligible Household's gross income exceed 240% of the area median after the first year of occupancy, the tenant will have until the expiration of the lease to vacate the dwelling unit. Notwithstanding, said dwelling unit will not qualify as an Attainable Dwelling Unit until the dwelling unit is vacated and rented to a new Eligible Household.

3. Attainable Dwelling Units that are Sold:

- (a) The gross income of an Eligible Household upon initial purchase and occupancy of an Attainable Dwelling Unit shall be determined as defined above.
- (b) The maximum sales price of the Attainable Dwelling Unit shall be calculated by assuming a ten-percent down payment and an annual debt service (at prevailing thirty-year fixed interest rates) that is equal to 30% of the gross annual income of a household earning up to 240% of median income.

4. The Planning Board shall require, as a condition for the issuance of a special permit under this Bylaw, that the applicant comply with the mandatory requirements of Attainable Dwelling Units and accompanying restrictions on attainability, including the execution of an attainable housing restriction or deed restrictions as set forth above. The Building Commissioner shall not issue a Certificate of Occupancy for any Attainable Dwelling Unit required by this Bylaw until said affordable housing or deed restriction is recorded at the Nantucket County Registry of Deeds.

I. Severability

The provisions of this Section 139-9 et seq. are severable and if any such provision shall be held invalid by any decision of a court of competent jurisdiction, such decision shall not impair or otherwise affect any other provisions of this Section.

PLANNING BOARD COMMENT: A version of this article was submitted as a citizen petition at ATM 2024, and after debate at Town Meeting, was referred to committee for further study. After discussions with the original article sponsor and planning staff, the Planning Board has brought forward an amended version that does not include a commercial component and does not apply to by-right allowances.

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

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

ARTICLE 52

(Zoning Bylaw Amendment: Use Chart - Pickleball)

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

Amend section 7A (Use-Chart) as follows:

1. Insert "Pickleball" in "Other" after "Club"
2. Insert "N" in all zoning districts

Or to take any other action related thereto.

(Select Board for Planning Board)

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

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

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

ARTICLE 53

(Zoning Bylaw Amendment: Solar Energy)

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

Amend Section 2 (Definitions) "Ground Cover" as follows:

The horizontal area of a lot covered at grade by structures, together with those portions of any overhangs which contain enclosed interior space; excluding, for instance, tents, retaining walls, substantially below grade finished or unfinished space, exterior insulation, decks, unenclosed porches, unenclosed roofed overhangs and connectors, entryway hoods and projections, gazebos, pergolas, play structures, platforms and steps, docks, game playing courts at grade, exterior in-ground residential swimming pools, exterior in-ground or above grade hot tub/spas, chimneys, bulkheads, bay and bow windows, window wells, unenclosed breezeways, air-conditioning units, generators and generator enclosures, mechanical and utility equipment, unroofed walled enclosures,

exterior showers, fuel tanks, roof eaves, trash bins, ground mounted solar, and one or more detached sheds not exceeding an aggregate 200 square feet ground cover, and none taller than 16 feet in height, as measured from the top of the slab, pier, or crawl space foundation(s).

Amend Section 2 (Definitions) "Structure" as follows:

Anything constructed or erected, the use of which requires a fixed location on the ground. "Structure" shall be construed, where the context allows, as though followed by the words "or part thereof" and shall include, but not be limited to, buildings, retaining walls which support buildings, platforms, antenna towers, steel storage containers, lighthouses, docks, decks, chimneys, tents, ground mounted solar, and game courts. "Structure" shall not include retaining walls not exceeding four feet in height for landscaping purposes, fences, rubbish bins, underground propane tanks, stairs, access ramps, or platforms that provide the minimum Building Code compliant access to a structure and that extend into the required front, side, or rear yard setback less than a depth of three feet, and within a total area less than 20 square feet on a lot containing less than 40,000 square feet, and a maximum of two aboveground propane tanks not to exceed 120 gallons each.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Solar photovoltaic system" as follows:

A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Grid-connected solar energy system" as follows:

A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Roof-mounted solar energy system" as follows:

A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Ground-mounted solar energy system (Accessory Use)" as follows:

A solar photovoltaic system mounted on a rack or pole that is ballasted on, or attached to, the ground and is accessory to the primary use.

Ground-mounted solar energy systems as a primary use are permitted only as described in § 139-12J “Solar Energy Overlay District”.

Amend Section 7A (Use-Chart) as follows:

Insert the term “Ground-mounted solar energy system” between “Residential-Outbuilding” and “Residential recreational outdoor water feature” and insert an “A” in all zoning districts.

Insert the term “Roof-mounted solar energy system” between “Residential-Outbuilding” and “Residential recreational outdoor water feature” and insert a “Y” in all zoning districts.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend Section 2 (Definitions) “Ground Cover” as follows:

The horizontal area of a lot covered at grade by structures, together with those portions of any overhangs which contain enclosed interior space; excluding, for instance, tents, retaining walls, substantially below grade finished or unfinished space, exterior insulation, decks, unenclosed porches, unenclosed roofed overhangs and connectors, entryway hoods and projections, gazebos, pergolas, play structures, platforms and steps, docks, game playing courts at grade, exterior in-ground residential swimming pools, exterior in-ground or above grade hot tub/spas, chimneys, bulkheads, bay and bow windows, window wells, unenclosed breezeways, air-conditioning units, generators and generator enclosures, mechanical and utility equipment, unroofed walled enclosures, exterior showers, fuel tanks, roof eaves, trash bins, **ground mounted solar**, and one or more detached sheds not exceeding an aggregate 200 square feet ground cover, and none taller than 16 feet in height, as measured from the top of the slab, pier, or crawl space foundation(s).

Amend Section 2 (Definitions) “Structure” as follows:

Anything constructed or erected, the use of which requires a fixed location on the ground. "Structure" shall be construed, where the context allows, as though followed by the words "or part thereof" and shall include, but not be limited to, buildings, retaining walls which support buildings, platforms, antenna towers,

steel storage containers, lighthouses, docks, decks, chimneys, tents, ground mounted solar, and game courts. "Structure" shall not include retaining walls not exceeding four feet in height for landscaping purposes, fences, rubbish bins, underground propane tanks, stairs, access ramps, or platforms that provide the minimum Building Code compliant access to a structure and that extend into the required front, side, or rear yard setback less than a depth of three feet, and within a total area less than 20 square feet on a lot containing less than 40,000 square feet, and a maximum of two aboveground propane tanks not to exceed 120 gallons each.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Solar photovoltaic system" as follows:

A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Grid-connected solar energy system" as follows:

A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Roof-mounted solar energy system" as follows:

A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Amend section 2 (Definitions) by inserting and defining, in alphabetical order with existing definitions, a new term "Ground-mounted solar energy system (Accessory Use)" as follows:

A solar photovoltaic system mounted on a rack or pole that is ballasted on, or attached to, the ground and is accessory to the primary use.

Ground-mounted solar energy systems as a primary use are permitted only as described in § 139-12J "Solar Energy Overlay District".

Amend Section 7A (Use-Chart) as follows:

Insert the term "Ground-mounted solar energy system" between "Residential-Outbuilding" and "Residential recreational outdoor water feature" and insert an "A" in all zoning districts.

Insert the term “Roof-mounted solar energy system” between “Residential-Outbuilding” and “Residential recreational outdoor water feature” and insert a “Y” in all zoning districts.

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

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

ARTICLE 54

(Zoning Bylaw Amendment: Technical Amendment - Moorlands Management District)

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

1. Amend Section 139-13C(2)(b) as follows:

The ~~Planning Board~~ **Zoning Board of Appeals** shall have the authority to require clustering of lots as a condition for the issuance of the special permit in order to accomplish the above-stated objectives.

2. Amend Section 139-13D (Site plan approval) as follows:

Site plan approval. Prior to the issuance of a building permit for structures or uses permitted as a matter of right or by special permit in the Moorlands Management District, the ~~Planning Board~~ **Zoning Board of Appeals** shall have the authority to review and approve the siting of said structure(s) on the lot in accordance with the following performance standards:

- (1) To maximize the protection of endangered plant and animal species through the siting of structures and uses a maximum distance away from known or suspected habitats of such species, even when such habitats are located off-site; to minimize disturbance to such species by limiting construction activities to certain times of the year.
- (2) To maximize the protection of scenic views through the siting of structures on lower elevations, and clustering of structures near other structures located off-site.
- (3) To maximize protection of moorlands and heath-land vegetation and landforms through the use of various measures, including, but not limited to, limitations on grading, fencing, landscaping, driveway and parking facilities, and other physical disruptions to indigenous natural systems.

- (4) The ~~Planning Board~~ **Zoning Board of Appeals** may include conditions as part of the approval of such a site plan in order to assure conformance with the standards.

3. Amend Section 139-13E (Procedures) as follows:

- (1) Failure of the ~~Planning Board~~ **Zoning Board of Appeals** to notify the Building Inspector of its action with respect to such application within 20 days of the application filing date shall be deemed approval of the application by the ~~Planning Board~~ **Zoning Board of Appeals**.
- (2) The Building Inspector shall not accept a building or use permit application for land in the Moorlands Management District unless it contains either:
 - (a) The ~~Planning Board's~~ **Zoning Board of Appeals** decision on the site plan review application; or
 - (b) Documentation in a form satisfactory to the Building Inspector that 20 days have elapsed from the date of submission of the site plan review application to the ~~Planning Board~~ **Zoning Board of Appeals** without said Board having rendered a decision.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

1. Amend Section 139-13C(2)(b) as follows:

The ~~Planning Board~~ **Zoning Board of Appeals** shall have the authority to require clustering of lots as a condition for the issuance of the special permit in order to accomplish the above-stated objectives.

2. Amend Section 139-13D (Site plan approval) as follows:

Site plan approval. Prior to the issuance of a building permit for structures or uses permitted as a matter of right or by special permit in the Moorlands Management District, the ~~Planning Board~~ **Zoning Board of Appeals** shall have the authority to review and approve the siting of said structure(s) on the lot in accordance with the following performance standards:

- (1) To maximize the protection of endangered plant and animal species through the siting of structures and uses a maximum distance away from known or suspected habitats of such species, even when such habitats are located off-site; to minimize disturbance to such species by limiting construction activities to certain times of the year.
- (2) To maximize the protection of scenic views through the siting of structures on lower elevations, and clustering of structures near other structures located off-site.
- (3) To maximize protection of moorlands and heath-land vegetation and landforms through the use of various measures, including, but not limited to, limitations on grading, fencing, landscaping, driveway and parking facilities, and other physical disruptions to indigenous natural systems.
- (4) The ~~Planning Board~~ **Zoning Board of Appeals** may include conditions as part of the approval of such a site plan in order to assure conformance with the standards.

3. Amend Section 139-13E (Procedures) as follows:

- (1) Failure of the ~~Planning Board~~ **Zoning Board of Appeals** to notify the Building Inspector of its action with respect to such application within 20 days of the application filing date shall be deemed approval of the application by the ~~Planning Board~~ **Zoning Board of Appeals**.
- (2) The Building Inspector shall not accept a building or use permit application for land in the Moorlands Management District unless it contains either:
 - (a) The ~~Planning Board's~~ **Zoning Board of Appeals** decision on the site plan review application; or
 - (b) Documentation in a form satisfactory to the Building Inspector that 20 days have elapsed from the date of submission of the site plan review application to the ~~Planning Board~~ **Zoning Board of Appeals** without said Board having rendered a decision.

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

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

ARTICLE 55

(Zoning Bylaw Amendment: Technical Amendment - Secondary Dwelling)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (*NOTE: new language is shown as highlighted text*,

language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket).

Amend Section 2 (Definitions) "Secondary Dwelling" as follows:

A detached single-family dwelling unit located on the same lot as a primary dwelling unit. The ground cover of the secondary dwelling shall be a minimum of 20% less or more than the primary dwelling. The secondary dwelling may contain an attached garage. The primary and secondary dwelling must be separated by a minimum distance of 10 feet, measured at grade at the closest point between the dwellings; ~~excluding retaining walls, window wells, platforms, decks, and steps, chimneys, bulkheads, bay windows, bow windows, roof eaves and overhangs, air conditioning units, a maximum of two aboveground fuel tanks not to exceed 120 gallons each, trash bins, and fences.~~ Relief from the ground cover and scalar separation requirements of this definition may be granted by a special permit issued by the Planning Board subject to a finding that the reduced separation is in harmony with the general purpose and intent of this chapter. A secondary dwelling may only be attached to the primary dwelling by a breezeway.

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Amend Section 2 (Definitions) "Secondary Dwelling" as follows:

A detached single-family dwelling unit located on the same lot as a primary dwelling unit. The ground cover of the secondary dwelling shall be a minimum of 20% less or more than the primary dwelling. The secondary dwelling may contain an attached garage. The primary and secondary dwelling must be separated by a minimum distance of 10 feet, measured at grade at the closest point between the dwellings; ~~excluding retaining walls, window wells, platforms, decks, and steps, chimneys, bulkheads, bay windows, bow windows, roof eaves and overhangs, air conditioning units, a maximum of two aboveground fuel tanks not to exceed 120 gallons each, trash bins, and fences.~~ Relief from the ground cover and scalar separation requirements of this definition may be granted by a special permit issued by the Planning Board subject to a finding that the reduced separation is in harmony with the general purpose and intent of this chapter. A secondary dwelling may only be attached to the primary dwelling by a breezeway...

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

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

ARTICLE 56

(Zoning Bylaw Amendment: Temporary Moratorium on Recreational Marijuana Establishments)

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

Delete section 37 in its entirety:

- A. ~~Purpose. On November 8, 2016, the voters of the commonwealth approved a law regulating the cultivation, processing, distribution, possession and use of marijuana for recreational purposes (new MGL c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed). The law, which allows certain personal use and possession of marijuana, took effect on December 15, 2016 and (as amended on December 30, 2016 by Chapter 351 of the Acts of 2016 and, thereafter, on July 28, 2017 by Chapter 55 of the Acts of 2017) requires a Cannabis Control Commission to issue regulations regarding the licensing of commercial activities by March 15, 2018 and to begin accepting applications for licenses no later than April 1, 2018. Regulations to be promulgated by the Cannabis Control Commission may provide guidance on certain aspects of local regulation of a non-medical marijuana establishments (hereinafter, a "recreational marijuana establishment," as defined in MGL c.94G, § 1) (hereinafter, a "recreational marijuana establishment"). The regulation of recreational marijuana raises novel legal, planning, and public safety issues, and the Town needs time to study and consider the regulation of recreational marijuana establishments and address such issues, as well as to address the potential impact of the state regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of recreational marijuana establishments. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for recreational marijuana establishments so as to allow sufficient time to address the effects of such structures and uses in the Town and to enact bylaws in a consistent manner.~~

- B. ~~Definition.~~

RECREATIONAL MARIJUANA ESTABLISHMENT

~~A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.~~

~~C. Temporary moratorium. For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a recreational marijuana establishment and other uses related to recreational marijuana. The moratorium shall be in effect through December 31, 2018. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of recreational marijuana in the Town, and to consider the Cannabis Control Commission regulations regarding recreational marijuana establishments, and shall consider adopting new Zoning Bylaws in response to these new issues.~~

Or to take any other action related thereto.

(Select Board for Planning Board)

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

Delete section 37 in its entirety:

- A. ~~Purpose. On November 8, 2016, the voters of the commonwealth approved a law regulating the cultivation, processing, distribution, possession and use of marijuana for recreational purposes (new MGL c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed). The law, which allows certain personal use and possession of marijuana, took effect on December 15, 2016 and (as amended on December 30, 2016 by Chapter 351 of the Acts of 2016 and, thereafter, on July 28, 2017 by Chapter 55 of the Acts of 2017) requires a Cannabis Control Commission to issue regulations regarding the licensing of commercial activities by March 15, 2018 and to begin accepting applications for licenses no later than April 1, 2018. Regulations to be promulgated by the Cannabis Control Commission may provide guidance on certain aspects of local regulation of a non-medical marijuana establishments (hereinafter, a "recreational marijuana establishment," as defined in MGL c.94G, § 1) (hereinafter, a "recreational marijuana establishment"). The regulation of recreational marijuana raises novel legal, planning, and public safety issues, and the Town needs time to study and consider the regulation of recreational marijuana establishments and address such issues, as well as to address the potential impact of the state regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of recreational marijuana establishments. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for recreational marijuana establishments so as to allow sufficient time to address the effects of~~

~~such structures and uses in the Town and to enact bylaws in a consistent manner.~~

~~B. Definition.~~

RECREATIONAL MARIJUANA ESTABLISHMENT

~~A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.~~

~~C. Temporary moratorium. For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a recreational marijuana establishment and other uses related to recreational marijuana. The moratorium shall be in effect through December 31, 2018. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of recreational marijuana in the Town, and to consider the Cannabis Control Commission regulations regarding recreational marijuana establishments, and shall consider adopting new Zoning Bylaws in response to these new issues.~~

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

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

ARTICLE 57

(Zoning Map Change: R-20 to R-10 - 32 Appleton Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential-20 (R-20) district in Residential-10 (R-10) district:

MAP	LOT	NUMBER	STREET
66	37	32	Appleton Road

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

Or to take any other action related thereto.

(Jennifer Larrabee, et al)

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

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

The Planning Board determined that the quantum vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because

it modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or bylaw.

ARTICLE 58

(Zoning Map and Zoning Overlay Change: LUG-1 to R-20 and Town and Country Overlay District Change - 25 Monohansett Road)

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

1. Amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Commercial Trade Entrepreneurship and Craft (CTEC) district in the Residential 5 (R-5) district:

Map	Lot	Number	Street
79	112	25	Monohansett Road

2. Amend the map entitled "Town and Country Designations" and referenced in Chapter 139 of the Code of the Town of Nantucket, section 5E, by placing the following property currently located in the Country Overlay District (COD) in the Town Overlay District (TOD):

Map	Lot	Number	Street
79	112	25	Monohansett Road

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article ____ LUG-1 to R-20 and Country Overlay District to Town Overlay District" dated _____ and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Peter MacKay, et al)

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

PLANNING BOARD COMMENT: The article sponsor has requested that the proposed map change not move forward at this time.

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

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

ARTICLE 59

(Zoning Map Change: LUG-1 to VR - Rachel Drive and South Shore Road)

To see if the Town will vote to

Map	Lot	Number	Street
80	53.6	1	Rachel Drive

80	53.3	2	Rachel Drive
80	53	3	Rachel Drive
80	53.4	4	Rachel Drive
80	53.5	5	Rachel Drive
80	53.8	5R	Rachel Drive
80	53.7	6	Rachel Drive
80	53.2	43	South Shore Road
80	53.1	47	South Shore Road

- (1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties, currently located in the Limited Use General - 1 (LUG-1) district, to the Village Residential (VR) district:

As shown on the attached map.

Or to take any other action related thereto.

(David F. Visco, et al)

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

PLANNING BOARD COMMENT: The article sponsor has requested that the proposed map change not move forward at this time.

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

The Planning Board determined that the quantum vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or bylaw.

ARTICLE 60

(Zoning Map Change: R-20 to R-10 - 13A and Portion of 13 Woodland Drive)

To see if the Town, in support of the Nantucket Select Board's Strategic Plan goal related to housing:

"Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year-round community, which will meet housing needs at all income levels and lessen the burdens of government,"

and recognizing that at no cost to the Town of Nantucket, the property owners have made a binding commitment through a recorded deed restriction - effective upon passage of this article and the related article adding this property to the Town Sewer District - to permanently require that all dwellings on the property be used for year-round occupancy, with sale and resale prices capped annually to ensure affordability for

individuals earning up to 240% of the Area Median Income (AMI) for Nantucket, along with other restrictive covenants, will vote to take the following action:

To amend the Zoning Map of the Town of Nantucket by placing 13A Woodland Drive, currently in the Residential 20 (R-20) zoning district, and the portion of 13 Woodland Drive currently located in the Residential 20 (R-20) zoning district, to the Residential 10 (R-10) zoning district.

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

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

Or to take any other action related thereto.

(Stephen Maury, et al)

PLANNING BOARD MOTION: Moved not to adopt the Article.

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

The Planning Board determined that the quantum vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or bylaw.

ARTICLE 61

(Zoning Map Change: LUG-2 to R-20 - Portion of 13 Woodland Drive)

To see if the Town, in order to bring the parcel into alignment with the Surfside Area Plan - specifically item 2.4, which states:

“The Surfside Area Plan Workgroup (SAPWG) recommends cleaning up and ‘rationalizing’ areas where zoning district boundaries within the Surfside Area are inconsistent with property boundaries. In some cases, these boundaries bisect individual parcels. Realigning zoning district boundaries to follow property boundaries more appropriately would prevent individual parcels from being subject to multiple zoning district requirements.”

and in support of the Nantucket Select Board’s Strategic Plan goal related to housing:

“Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year-round community, which will meet housing needs at all income levels and lessen the burdens of government,”

and recognizing that at no cost to the Town of Nantucket, the property owners have made a binding commitment through a recorded deed restriction - effective upon passage of this article and the related article adding this property to the Town Sewer District - to permanently require that all dwellings on the property be used for year-round occupancy, with sale and resale prices capped annually to ensure affordability for individuals earning up to 240% of the Area Median Income (AMI) for Nantucket, along with other restrictive covenants, will vote to take the following action:

To amend the Zoning Map of the Town of Nantucket by placing the portion of 13 Woodland Drive, currently located in the Limited Use General 2 (LUG-2) zoning district, in the Residential 20 (R-20) zoning district.

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive

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

Or to take any other action related thereto.

(Stephen Maury, et al)

PLANNING BOARD MOTION: Moved to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Limited Use General-2 (LUG-2) district in the Residential-20 (R-20) district:

Map	Lot	Number	Street
70	208	13 (portion of)	Woodland Drive

All as shown on a map filed at the Office of the Town Clerk.

PLANNING BOARD COMMENT: The Planning Board voted to support this article by a 3-2 vote and the decision was based upon representations made at the Planning Board public hearings by the sponsor related to working with relevant Town staff to put year-round deed restrictions in place in advance of Annual Town Meeting.

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

The Planning Board determined that the quantum vote for passage of a positive motion qualifies for a majority vote exception pursuant to Chapter 358 of the Acts of 2020, known as the economic development legislation of 2020, because it will meet the criteria in MGL Chapter 40A, Section 5, because it modifies regulation concerning the bulk and height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or bylaw.

ARTICLE 62

(Zoning Map and Zoning Bylaw Change: LUG-2 to R-20 and Town and Country Overlay District Change - 44 Skyline Drive)

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

- (1) To amend the Zoning Map of the Town of Nantucket by placing the portion of 13 Woodland Drive, currently located in the Limited Use General 2 (LUG-2) zoning district, in the Residential 20 (R-20) zoning district:

Map	Lot	Number	Street
79	990	44	Skyline Drive

- (2) To amend the map entitled “Town and Country Designations” and referenced in Chapter 139 of the Code of the Town of Nantucket, section 5E, by placing the following property currently located in the Country Overlay District (COD) in the Town Overlay District (TOD):

Map	Lot	Number	Street
79	990	44	Skyline Drive

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

Or to take any other action related thereto.

(Clifford J. Williams, et al)

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

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

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

ARTICLE 63

(Town and Country Overlay District Change: 13A Woodland Drive and a Portion of 13 Woodland Drive)

To see if the Town, in order to maintain conformance with § 139-3 (Districts Enumerated) of the Town Code and Chapter 2 of the Nantucket Master Plan (“Land Use”), will vote to amend the “Town and Country Designations” map referenced in Chapter 139, Section 5E, of the Code of the Town of Nantucket by placing 13A Woodland Drive, currently located in the Country Overlay District (COD), in the Town Overlay District (TOD) and the portion of 13 Woodland Drive, currently located in the Residential 20 (R-20) zoning district and in the Country Overlay District (COD), in the Town Overlay District (TOD).

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive
79	9	13A	Woodland Drive

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

Or to take any other action related thereto.

(Stephen Maury, et al)

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

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

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

ARTICLE 64

(Town and Country Overlay District Change: Portion of 13 Woodland Drive)

To see if the Town, in order to maintain conformance with § 139-3 (Districts Enumerated) of the Town Code and Chapter 2 of the Nantucket Master Plan (“Land Use”), will vote to amend the “Town and Country Designations” map referenced in Chapter 139, Section 5E, of the Code of the Town of Nantucket by placing the portion of 13 Woodland Drive currently located in the Limited Use General 2 (LUG-2) zoning district and within the Country Overlay District (COD), into the Town Overlay District (TOD), contingent upon the passage of a related article that proposes a zoning change for this property.

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive

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

Or to take any other action related thereto.

(Stephen Maury, et al)

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

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

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

ARTICLE 65

(Zoning Bylaw Amendment: Preexisting Nonconforming Uses, Structures and Lots)

For the protection of neighborhoods and the physical environment against detrimental expansion and alteration of buildings on preexisting nonconforming lots,

To see if the Town will vote to amend Chapter 139 of the Code of the Town of Nantucket (Zoning Bylaw) by making the following changes [note: language to be deleted is shown by strikeout; language to be added is shown in ***bold italics***; this method to denote changes is not meant to become part of the final text]:

Amend Section 33 (A)(3) as follows:

Preexisting, nonconforming lots may be increased in area or frontage through the addition of adjoining property without the need for any relief under this bylaw. Any other alteration to a preexisting, nonconforming lot that does not increase an existing or create a new nonconformity is allowed upon determination by the Zoning Administrator that such alteration will not be substantially more detrimental to the neighborhood. ~~Lots created pursuant to MGL c. 41, § 81P, based upon the exception in the clause of MGL c. 41, § 81L for lots containing two or more structures that predate the adoption of subdivision control in the Town, shall have the same status as preexisting, nonconforming lots, and any structures thereon, which predate the adoption of subdivision control in the Town, shall have the status of preexisting nonconforming structures.~~ The removal of structures to facilitate an alteration or change to an existing structure, the relocation of the structure upon the lot, or the construction of a new structure, shall not cause the lot to be merged with an abutting lot in common ownership, provided that the lot remains vacant for less than one year.

Notwithstanding a lot(s) or structure(s) status as preexisting nonconforming or the provisions of Section 139-33(E)(1)(a), any new structure or expansion of volume, area or height of the structure(s) located on said lot or lots greater than the volume, area or height that existed when the lots were first shown on a plan endorsed pursuant to c.41 s. 81-P, shall require a special permit from the Zoning Board of Appeals and said special permit shall contain a finding that the proposed new or expanded structure(s) will not result in an increase of dwelling units or an increase in any nonconformity due to ground cover on the lot or lots endorsed pursuant to c.41 s.81-P.

; or otherwise act thereon.

(Emily Molden, et al)

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

Amend Section 33 (A)(3) as follows:

Preexisting, nonconforming lots may be increased in area or frontage through the addition of adjoining property without the need for any relief under this bylaw. Any other alteration to a preexisting, nonconforming lot that does not increase an existing or create a new nonconformity is allowed upon determination by the Zoning Administrator that such alteration will not be substantially more detrimental to the neighborhood. **Notwithstanding the size of the lot, structures on lots created pursuant to MGL c. 41, § 81P, based upon the exception in the clause of MGL c. 41, § 81L for lots containing two or more structures that predate the adoption of subdivision control in the Town, shall may be altered or expanded by increasing any nonconformity with regard to setbacks, height, and ground cover by a Special Permit granted by the Zoning Board of Appeals. However, said structures shall not be increased by any additional dwelling units than**

would have otherwise been allowed prior to the recording of the MGL c. 41, § 81P Approval Not Required Plan (other than a Protected Use ADU pursuant to MGL c. 40A, § 3 and 760 CMR 71.00) and shall not increase any nonconformity due to ground cover ~~have the same status as preexisting, nonconforming lots, and any structures thereon, which predate the adoption of subdivision control in the Town, shall have the status of preexisting nonconforming structures.~~ The removal of structures to facilitate an alteration or change to an existing structure, the relocation of the structure upon the lot, or the construction of a new structure, shall not cause the lot to be merged with an abutting lot in common ownership, provided that the lot remains vacant for less than one year.

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

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

ARTICLE 66

(Zoning Bylaw Amendment: Regulating Short-Term Nantucket Vacation Rentals)

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

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

SHORT-TERM NANTUCKET VACATION RENTAL (NVR)

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

2. Amend § 139-7A (Use Chart) by inserting Short-Term Nantucket Vacation Rental (NVR) between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns, except inserting N in the Commercial Industrial (CI) District column.

3. Insert the following new §139-38 SHORT-TERM NANTUCKET VACATION RENTALS (NVR)

Commencing on November 1, 2026, the operator of any Short-Term Nantucket Vacation Rentals must obtain and maintain a valid Certificate of Registration for such from the Nantucket Health Department for and during the period of use, pursuant to the regulations set forth in Section 123 of the Code of the Town of Nantucket, and § 338-7 and shall bear responsibility for ensuring compliance at the Short-Term Nantucket

Vacation Rental, including compliance by renters, with all applicable statutes, by-laws and regulations.

Or to take any other action related thereto.

(Caroline Baltzer, et al)

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

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

SHORT-TERM NANTUCKET VACATION RENTAL (NVR)

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

2. Amend § 139-7A (Use Chart) by inserting Short-Term Nantucket Vacation Rental (NVR) between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns, except inserting N in the Commercial Industrial (CI) District column.

3. Insert the following new §139-38 **SHORT-TERM NANTUCKET VACATION RENTALS (NVR)**

Commencing on November 1, 2026, the operator of any Short-Term Nantucket Vacation Rentals must obtain and maintain a valid Certificate of Registration for such from the Nantucket Health Department for and during the period of use, pursuant to the regulations set forth in Section 123 of the Code of the Town of Nantucket, and § 338-7 and shall bear responsibility for ensuring compliance at the Short-Term Nantucket Vacation Rental, including compliance by renters, with all applicable statutes, by-laws and regulations.

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

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

ARTICLE 67

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

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

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

SHORT-TERM RENTAL

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

ACCESSORY SHORT-TERM RENTAL

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

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

§139-38 ACCESSORY SHORT-TERM RENTALS

1. In residential districts, each Lot may be used as an Accessory Short-Term Rental as a permitted Accessory Use to a Principal Use, subject to the following conditions:
 - a. The Lot is used primarily for residential use by the Owner (see Paragraph 4 below) at least 30 days per calendar year (which need not be consecutive).
 - b. The Lot is used as an Accessory Short-Term Rental for a maximum of one day less than number of days that the Lot is occupied by the Owner (see Paragraph 4 below).
 - c. No owner shall engage in an Accessory Short-Term Rental use on more than one Lot at any one time. On Lots with multiple Dwelling Units, the Accessory Short-Term Rental limits set forth herein are cumulative of all Dwelling Units on a Lot, and there shall be only one Dwelling Unit used as an Accessory Short-Term Rental at any one time. Sublets are prohibited.

- d. All Accessory Short-Term Rentals shall be registered with the Town and operated in accordance with General Bylaw § 123 of the Town Code.
 - e. If any provision in § 139-38 shall be held to be invalid by a court of competent jurisdiction, such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.
- 2. Accessory Short Term Rentals during the months of July and August shall have a minimum stay of 7-days and a minimum stay of 3-days the remainder of the calendar year.
 - 3. All other Short-Term Rentals in residential districts are prohibited.
 - 4. For the purpose of this Section only, residential use by the Owner shall include non-commercial use by family or friends, and residential rentals of at least six months (without sublet).

Or to take any action relative thereto.

(Frederick McClure, et al)

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

PLANNING BOARD COMMENT: Although the Planning Board does not support this form of regulation through zoning, because it would be better served to be regulated through a general Bylaw amendment, it could be a viable alternative to Article 66.

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

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

ARTICLE 68

(General Bylaw Amendment: Short-Term Rentals)

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

- 1. Amend § 123-2 (Definitions) by revising it as follows:

ACCESSORY SHORT-TERM RENTAL

A Short-Term Rental use on a Lot in a Residential District that is occupied by the Owner at least 30 non-consecutive days per calendar year; provided, however, that such short term rental use is allowed for a maximum of one day less than total number of days that the Lot is

occupied by the Owner. All non-commercial use of the Lot by friends and family of the Owner shall count as occupied by the Owner.

2. Amend § 123-3 (Registration, permitting, inspection and fees) by revising subsection E as follows:

E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety. In order to facilitate such inspections, at the time of Registration, each operator shall provide a floor plan showing the STR layout and exits.

3. Add a new Section § 123-3A (Limitations on Accessory Short Term Rentals) as follows:

Accessory Short Term Rentals during the months of July and August shall have a minimum stay of 7-days and a minimum stay of 3-days the remainder of the calendar year.

Or to take any action relative thereto.

(Patricia Wright, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 69

(General Bylaw Amendment: Short-Term Rentals)

To See if the Town will vote to amend Chapter 123 of the Town Code (Short-Term Rentals) as follows: *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text):*

Short-Term Rentals

§ 123-1. Purpose and Intent.

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

- (1) provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.
- (2) prevent the further growth of residential dwellings owned by Corporations and other financial and commercial entities used for the purpose of Short-Term Rentals.

- (3) Continue to permit the operation of Short-Term Rentals by natural persons in order to protect the time-honored tradition of home rentals in Nantucket.
- (4) Allow the Town to implement the Short-Term Rental registration process and to collect sufficient data to accurately assess the practice of Short-Term Rentals including the impact (if any) this practice may have on affordable/attainable housing and to substantially develop additional regulations, if such data demonstrates additional regulation is necessary.
- (5) Collect and analyze comprehensive and comparable locally collected data across a sufficient time period to provide residents and voters an accurate factual foundation to inform their future decisions regarding the number of Short-Term Rentals that can be sustainably accommodated on Nantucket.
- (6) Use collected and analyzed local data to anticipate and minimize further adverse impacts of Short-Term Rentals on Nantucket's economy, fragile environment, infrastructure, local taxation, housing alternatives, and preservation of community and residential quality of life.

§ 123-2. Definitions.

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

CORPORATION

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

OPERATOR

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

OWNER

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

SHORT-TERM RENTAL

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

~~TIME SHARING OR TIME INTERVAL OWNERSHIP DWELLING UNIT OR DWELLING~~

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

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

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

- D. The Board of Health shall not issue any certificate of registration unless the Operator has:
- (1) submitted a complete application and paid all associated fees;
 - (2) Provided contact information for the operator and persons designated to address any issues at the short-term rental within two hours' notice; and
 - (3) Provided the Town with a certificate of insurance evidencing liability insurance coverage for the short-term rental in an amount to be determined by the regulations issued pursuant to § 123-4.
- E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.
- F. Certificates of registration are valid for one year and may be renewed at the discretion of the ~~Town~~ Board of Health, provided that the operator has complied with the provisions of this chapter and any associated regulations issued by the Board of Health during the preceding year. An application for renewal of a certificate of registration shall be submitted along with the annual fee no later than November 1 of the next year. A renewal application shall include an attestation that the Short-Term Rental was operated in accordance with all bylaws and regulations of the Town during the previous year.
- G. The certificate of registration is issued to the operator and does not run with the land. If the short-term rental is sold or transferred out of ownership, a new application for a certificate of registration shall be filed by the new operator before short-term rentals can continue or resume.
- H. In order to collect and assess data pertaining to the number of Nantucket's Short-Term Rentals and their impact on the Island, the Town shall, for a period of 36 months beginning January 1, 2026, based upon applications received by the Town's Board of Health by November 1, 2025, limit the number of Nantucket Short-Term Rental certificates of registration issued to 1350 per calendar year.
- I. During this period, the Board of Health shall, by regulation, establish and operate an approval process for the issuance of certificates of registration which, should the applications for certificates of registration exceed the temporary limit, prioritizes applications based on the number of prior years of continuous Short-Term rental history under the same ownership as evidenced by the payment of occupancy tax to the Commonwealth of Massachusetts, or other certifiable documentation, and then by the date of application. Applications for an annual renewal of any certificate of registration must be filed by the preceding November 1st for each subsequent calendar year during this period.

- J. During this period, no owner or operator shall engage in a Short-Term Rental for a single Dwelling Unit on a Lot for which a certificate of registration has been issued for more than 70 days in the calendar year. For Lots containing more than one Short-Term Rental Dwelling unit, no owner or operator may receive a Nantucket Short-term Rental certificate of registration for more than two, and the total number of rental days for the calendar year for both dwellings combined shall not exceed 70. Each of the two Dwelling Units must receive a separate certificate of registration and each will be included in the total number of Short-Term Rentals allowed for the Town under Section H above. Owners of more than one Lot may apply for a certificate of registration for no more than two Lots, and the combined total number of rental days for both Lots may not exceed 70 days in a calendar year.
- H.-K. Short-Term Rentals are prohibited in dwelling units owned by a Corporation. Short-Term Rentals are permitted in dwelling units owned by an LLC, Trust, or S Corporation only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.
- I.-L. Short-Term Rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law. Any Short-Term Rental in any sub-leased Dwelling Unit which has not received a separate certificate of registration under the name of the sublessee for that specific property is also prohibited and shall be subject to the penalties set forth in Sections 123-5(D) below.
- ~~J. No Time-Sharing or Time-Interval Ownership Dwelling Unit or Units may engage in Short-Term Rental activities or be eligible to receive a certificate of registration for such unit; except that this section shall not apply to the creation of mortgages, liens, easements or other similar interests encumbering the residential property as a whole to secure a loan or for any other legitimate purposes; and this section shall not apply to natural persons or non-commercial groups, such as families, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association or trust, as opposed to sold on the open market. In addition, Time Share or Time Interval Ownership Dwelling Units shall be exempt from Sections H, I, J, and K, provided that the owner obtains a certificate of registration and provides sufficient evidence that the Unit was rented to one or more third parties for at least one period of less than 30 days prior to January 1, 2024.~~
- ~~K. Any person or other legal entity, except Corporations, but including LLC's, Trusts, and S Corporations, which paid the rooms excise tax on a Short-Term Rental dwelling unit in any calendar quarter prior to January 1, 2024 and which owned the property prior to May 7, 2024, shall be exempt from the requirements of Sections H, I, and J of this Chapter until the dwelling unit is transferred or conveyed, or the Rental Certificate is not renewed or is revoked by the Board of~~

~~Health. If a property is bequeathed to a person or other beneficiary through a will, trust, or other instrument, the new owner may continue to engage in Short-Term Rental activities in accordance with this section.~~

- M. During this 3-year period, beginning January 1, 2026, the Town will publish by March 1, 2026, and retain on its web site for the entire 36-month period, the Short-Term Rental statistical data for the preceding calendar year which shall include, at a minimum, (1) the number of applications received to Short-Term rent, (2) the number of certificates of registration granted, (3) the number of Short-Term Rental contracts and Short-Term Rental days by month, (4) the fees, fines, occupancy tax, and penalties collected in that calendar year, and (5) the number of applications on the Town's Short-Term Rental waiting list, should one be needed.

§ 123-4. Regulations.

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

§ 123-5. Enforcement.

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

discretion of the Board of Health and after a hearing, disqualify that operator from obtaining a certificate of registration for a period of up to three years.

- D. In accordance with G.L. c. 64G, § 14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

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

Or take any other action relative thereto.

(Matthew Peel, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 70

(General Bylaw Amendment: Finances/Rename Revolving Account/Add Revolving Account)

To see if the Town will vote to amend Chapter 19 (Finances), Article XIII (Revolving Accounts), §19-21 (Revolving accounts established) of the Code of the Town of Nantucket by renaming a Revolving Account; and adding a Revolving Account as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

Fund	Revenue Source	Authority to Spend	Use of Funds
~~Lifeguard~~ Seasonal Employee Housing	Rental payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of ~~lifeguard~~ seasonal employee housing facilities
Employee Housing	Rental payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of Town employee housing facilities/houses

Or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Chapter 19 (Finances), Article XIII (Revolving Accounts), §19-21 (Revolving accounts established) of the Code of the Town of Nantucket is hereby amended by renaming a Revolving Account; and adding a Revolving Account as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Fund	Revenue Source	Authority to Spend	Use of Funds
Lifeguard Seasonal Employee Housing	Rental payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of lifeguard seasonal employee housing facilities
Employee Housing	Rental payments	Town Manager with approval of the Select Board	Defrayment of maintenance/upkeep of Town employee housing facilities/houses

ARTICLE 71

(General Bylaw Amendment: Streets and Sidewalks)

To see if the Town will vote to amend Chapter 127 (Streets and Sidewalks), Article VII (Road Construction), §127-19 and 20 (Limitations on road improvements and construction; Exceptions) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§ 127-19. Limitations on road improvements and construction.

- A. The Town will preserve the historic character of its road system by prohibiting the following improvements or construction for any publicly owned way or street on Nantucket unless an exception of any of the following standards is expressly authorized by a vote of Town Meeting:
 - (1) The installation of automated traffic signals;
 - (2) Road widenings for the purpose of increasing motor vehicle travel capacity;

- (3) The construction of travel lanes dedicated as turning lanes for motor vehicles;
 - (4) The construction of new public streets; and
 - (5) Paving of any unimproved publicly owned streets, ways, or roads.
 - (6) (Reserved)
 - (7) The installation of regulatory signs larger than the smallest or "minimum" size, as defined in the Massachusetts Department of Highways' current Manual on Uniform Traffic Control Devices (MUTCD); the installation of any nonregulatory or MUTCD warning or guide sign with a dimension greater than 24 inches; the use of fluorescent background colors on signs; the use of LED or other lights in a sign; the installation of a warning sign within 1,000 feet of another sign, unless such warning sign is defined by the MUTCD as an intersection warning sign or a pedestrian warning sign posted directly at a crosswalk.
- B. This section shall not apply to state roads, ways pursuant to the Subdivision Control Law, and common driveways.

§ 127-20. Exceptions.

Exceptions to the above prohibitions are:

- A. Areas located within the Town Overlay District (not including traffic signals or road widenings for vehicle capacity or installation of signs) as depicted on the map entitled "Town and County Overlay District," dated January 2, 2002, Nantucket Planning and Economic Development Commission (Article 37, 2002 ATM) as duly amended and on file at the Town Clerk's office.
- B. Reconstruction of road beds and resurfacing of paved roads in existence prior to the effective date of this article.
- C. Road improvements (not including traffic signal systems or installation of signs) as required by the Planning Board in conjunction with the approval of subdivision plans.
- D. Reconstruction of existing road drainage systems or construction of new drainage systems, provided that such systems are equipped with petroleum separation and capture per Massachusetts Department of Environmental Protection standards.
- E. Bike paths and bike lanes.

- F. Installation of warning signs in a school zone. Temporary installation of warning signs during construction.
- G. Road improvements on First Way required by the Planning Board or the Select Board to support affordable housing, such housing defined herein as that housing intended primarily for year-round residents earning up to 150% of median family income, as determined by the U.S. Department of Housing and Urban Development, and sponsored by a municipal entity, the Housing Authority or its designated nonprofit; housing required in connection with § 139-11J (MCD); or housing on lots subject to a Nantucket Housing Needs Covenant.
- H. Installation of traffic control devices using LED or other lights in a speed feedback sign to display a driver's speed or in a portable changeable message sign that displays messages to inform drivers of changing road conditions.

Or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Chapter 127 (Streets and Sidewalks), Article VII (Road Construction), §127-19 and 20 (Limitations on road improvements and construction; Exceptions) of the Code of the Town of Nantucket is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§ 127-19. Limitations on road improvements and construction.

- A. The Town will preserve the historic character of its road system by prohibiting the following improvements or construction for any publicly owned way or street on Nantucket unless an exception of any of the following standards is expressly authorized by a vote of Town Meeting:
 - (1) The installation of automated traffic signals;
 - (2) Road widenings for the purpose of increasing motor vehicle travel capacity;
 - (3) The construction of travel lanes dedicated as turning lanes for motor vehicles;
 - (4) The construction of new public streets; and
 - (5) Paving of any unimproved publicly owned streets, ways, or roads.
 - (6) (Reserved)

- (7) The installation of regulatory signs larger than the smallest or "minimum" size, as defined in the Massachusetts Department of Highways' current Manual on Uniform Traffic Control Devices (MUTCD); the installation of any nonregulatory or MUTCD warning or guide sign with a dimension greater than 24 inches; the use of fluorescent background colors on signs; the use of LED or other lights in a sign; the installation of a warning sign within 1,000 feet of another sign, unless such warning sign is defined by the MUTCD as an intersection warning sign or a pedestrian warning sign posted directly at a crosswalk.
- B. This section shall not apply to state roads, ways pursuant to the Subdivision Control Law, and common driveways.

§ 127-20. Exceptions.

Exceptions to the above prohibitions are:

- A. Areas located within the Town Overlay District (not including traffic signals or road widenings for vehicle capacity or installation of signs) as depicted on the map entitled "Town and County Overlay District," dated January 2, 2002, Nantucket Planning and Economic Development Commission (Article 37, 2002 ATM) as duly amended and on file at the Town Clerk's office.
- B. Reconstruction of road beds and resurfacing of paved roads in existence prior to the effective date of this article.
- C. Road improvements (not including traffic signal systems or installation of signs) as required by the Planning Board in conjunction with the approval of subdivision plans.
- D. Reconstruction of existing road drainage systems or construction of new drainage systems, provided that such systems are equipped with petroleum separation and capture per Massachusetts Department of Environmental Protection standards.
- E. Bike paths and bike lanes.
- F. Installation of warning signs in a school zone. Temporary installation of warning signs during construction.
- G. Road improvements on First Way required by the Planning Board or the Select Board to support affordable housing, such housing defined herein as that housing intended primarily for year-round residents earning up to 150% of median family income, as determined by the U.S. Department of Housing and Urban Development, and sponsored by a municipal entity, the Housing Authority or its

designated nonprofit; housing required in connection with § 139-11J (MCD); or housing on lots subject to a Nantucket Housing Needs Covenant.

- H. Installation of traffic control devices using LED or other lights in a speed feedback sign to display a driver's speed or in a portable changeable message sign that displays messages to inform drivers of changing road conditions.

SELECT BOARD COMMENT: TOM WILL DRAFT

ARTICLE 72

(General Bylaw Amendment: Car Rental Agencies, Registration of)

To see if the Town will vote to amend Chapter 58 (Car Rental Agencies, Registration of) of the Code of the Town of Nantucket as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

§ 58-1 Definitions.

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

BATTERY ELECTRIC VEHICLE

A motor vehicle propelled by a motor powered by electrical energy from rechargeable batteries or other source onboard the vehicle.

MOTOR VEHICLE

The same meaning as defined in the General Laws.

RENTAL AGENCY

A person, business or corporation engaged in the Town of Nantucket in the business of renting, leasing or keeping for rent any motor vehicle. This definition shall include any individual renting a motor vehicle via a motor vehicle sharing or peer-to-peer vehicle sharing business or platform.

RENTAL or LEASE

To grant or make available the use, possession or enjoyment of a motor vehicle for an agreed period of time in exchange for an agreed payment, whether or not such transaction is a separate agreement in itself or is part of a broader agreement between the parties thereto.

§ 58-2 License required to rent or lease vehicles; sticker required on rental vehicles.

No person, business or corporation shall engage in the business of renting, leasing or keeping for rent or lease any motor vehicle without first being licensed annually by the Select Board to do so. It shall be unlawful for any motor vehicle to be rented, leased or made available for rental or lease in the Town of Nantucket without such motor vehicle displaying a rental sticker affixed to the rear bumper pursuant to this chapter. Each sticker shall recite the registration number of the vehicle to which it is affixed.

§ 58-3 Annual fee; issuance of licenses and stickers.

- A. Each application for a rental agency license shall be accompanied by a nonrefundable application fee as established by the Select Board. The application shall include a listing of the registration number of current registration certificate for each motor vehicle available or to be available for lease for the year in which the license is to be valid. Each vehicle issued a medallion must be available for inspection by the Town. Licenses for rental agencies shall be issued on a calendar-year basis and shall be issued after payment of an annual fee of \$100 per rental motor vehicle to be established by the Select Board from time to time; provided, however, that no payment of such fee shall be required for a motor vehicle upon which an excise has been assessed, levied and paid to the Town of Nantucket under the provisions of Chapter 60A of the General Laws. The Select Board shall issue a license to each approved applicant, which shall be posted in a conspicuous manner at the place of business.
- B. The total number of motor vehicles available for lease on the island of Nantucket shall not exceed 700 for calendar year 2026. Thereafter the distribution of up to 100 additional medallions over the 700 limit may be issued at the discretion of the Select Board. The Select Board shall may issue each rental agency one rental vehicle medallion (RVM) for each motor vehicle listed in its 1996 annual application and which received a rental sticker. Each RVM constitutes the nonexpiring right to lease rent one motor vehicle for the calendar year. No rental agency shall hold RVMs that are not issued by the Select Board to specific motor vehicles. A rental agency shall possess one RVM for each motor vehicle listed in its application beginning in 1998.
- ~~C. Upon issuance of the license, the Select Board shall provide one annual rental sticker for each motor vehicle listed in the approved application, which shall be affixed by the licensee to the left rear bumper of each motor vehicle so listed. Each sticker shall recite the registration number of the vehicle to which it is affixed.~~
- C. RVM's are transferable. Should a rental agency surrender its RVM rights to the Select Board, or should the Select Board possess surplus RVM's from any other cause, these RVM's may be retained by the Town and/or may be re-issued at a fee to be established from time to time by the Select Board. Any RVM's not obtained by any rental agency by the end of any calendar year shall be considered surplus as of January first and may be retired or re-issued by the Town at that time. The Select Board may, by regulation in accordance with § 2-1 of the Town Code, determine a process by which unused or surplus RVM's are distributed and for the approval of requests for transfer of RVM's.
- ~~D. RVM's are transferable, with or without consideration, to any other rental agency or entity. Such transfers may be made whenever, and to the extent that, the number of RVM's held by the transferor exceeds the number of unexpired annual stickers issued to the transferor. A transfer shall be effective upon written notice~~

~~of the transfer, by the transferor, to the Select Board. Should a rental agency surrender its RVM rights to the Select Board, or should the Select Board possess surplus RVM's from any other cause, these RVM's may be retained by the Town and/or may be re-issued at a fee to be established from time to time by the Select Board. Any RVM's not obtained by any rental agency by the end of any calendar year shall be considered surplus as of January first and may be retired by the Town at that time.~~

- D. RVMs are intended to be kept in use by licensed rental agencies. A current license holder applying for a renewal license for the next calendar year shall file a renewal application by October 1st. Such renewal application shall include a copy of the vehicle registration for any vehicle currently utilizing a RMV. If the Town obtains information suggesting that a rental agency is holding one or more RMVs that are not in use, the Select Board may conduct a hearing on the issue, after providing written notice to the agency with a minimum of seven days advance notice of said hearing. After providing a hearing, the Select Board may take such action as it deems necessary and appropriate, including but not limited to a suspension or revocation of one or more medallions. Any revoked medallions may be issued by the Select Board to another agency pursuant to § 58-3 and any policy or regulation for awarding RMVs adopted by the Select Board.

§ 58-3.1 Licensee to pay fees.

No license pursuant to this chapter shall be issued unless or until the applicant shall have paid to the Town all lease or rental transaction surcharges established by MGL c. 90, § 20E(i).

§ 58-4 Nontransferability.

~~The license shall not be transferable between businesses, persons or corporations, nor between location of business premises; individual motor vehicle stickers shall not be transferable between different motor vehicles.~~

The motor vehicle rental license shall not be transferable between locations of business premises. Individual motor vehicle stickers shall not be transferable between different motor vehicles or agencies, unless approved by the Select Board.

§ 58-5 Violations and penalties.

Violations of this chapter shall be punishable by a fine of \$300, each day being considered a separate offense.

§ 58-6 Vehicles with controls for disabled.

Any rental motor vehicle equipped with controls for the disabled and used by a disabled person shall not be required to have a rental vehicle sticker, without regard to the requirements and limitations of § 58-3B, C and D of this Code.

§ 58-7 Electric vehicles.

The Select Board may develop an exemption for up to 10 battery electric vehicles from the rental vehicle sticker, without regard to the requirements and limitations of § 58-3B, C and D of this Code.

Or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to table this Article for further study.

ARTICLE 73

(General Bylaw Amendment: Bicycle Right of Way)

To see if the Town will vote to amend Chapter 57 (Bicycles and Mopeds), Article IV (Bicycle Right of Way) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

§ 57-13 Authority and purpose.

This article is enacted in accordance with MGL c. 40, § 22, to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§ 57-14 Right of way for users of multi-use/shared use paths.

- A. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way or driveway with the exception of major intersections to be determined by the Town of Nantucket, bicyclists, pedestrians and other users of the paths shall have the right of way, and any person operating a motor vehicle shall stop and yield to such bicyclist, pedestrian or other user.
- B. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way with the exception of major intersections to be determined by the Town of Nantucket, the Town shall install informative path-crossing signs and separate stop signs facing the motor vehicle approach to the intersection so that drivers of motor vehicles are warned to use all caution necessary and to yield the right of way to any bicyclist, pedestrians or other users of the path.

For purposes of paragraphs A and B in § 57-14, a major intersection shall be considered to be the intersection between a main road, e.g., the Milestone Road, or secondary road that bears as much vehicular traffic as a main road, and a multi-use path.

- C. The speed limit of bicycle, e-bike, or any device being operated on multi-use/shared use paths/walkway paths, shall not exceed 20 mph. When a user of such a device is within ten (10) feet of a pedestrian or other cyclist, the rider shall

reduce speed and pass with caution and not in excess of 5 mph more than the pedestrian.

- D. Before overtaking a pedestrian or cyclist from behind, a rider shall signal their presence by voice, bell, or bike horn to alert the pedestrian or cyclist.

DEFINITIONS.

Electric bicycle

A bicycle or tricycle equipped with fully operable pedals and an electric motor of 750 watts or less that meets the requirements of a class 1 electric bicycle or a class 2 electric bicycle.

Class 1: Pedal Assist

An electric bicycle or tricycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

Class 2: Throttle on Demand

An electric bicycle or tricycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

Class 3: Speed Pedelec

The electric drive system on the e-bike is activated by pedaling which ceases to provide assistance once the e-bike reaches 28 mph.

E-Cargo Bikes

Motorized bikes, which can come in any class listed above, that are designed to carry heavy loads, including additional people, or goods.

§ 57-15 Severability.

The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

Or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Chapter 57 (Bicycles and Mopeds), Article IV (Bicycle Right of Way) of the Code of the Town of Nantucket is amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*.

§ 57-13 Authority and purpose.

This article is enacted in accordance with MGL c. 40, § 22, to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§ 57-14 Right of way for users of multi-use/shared use paths.

- A. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way or driveway with the exception of major intersections to be determined by the Town of Nantucket, bicyclists, pedestrians and other users of the paths shall have the right of way, and any person operating a motor vehicle shall stop and yield to such bicyclist, pedestrian or other user.
- B. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way with the exception of major intersections to be determined by the Town of Nantucket, the Town shall install informative path-crossing signs and separate stop signs facing the motor vehicle approach to the intersection so that drivers of motor vehicles are warned to use all caution necessary and to yield the right of way to any bicyclist, pedestrians or other users of the path.

For purposes of paragraphs A and B in § 57-14, a major intersection shall be considered to be the intersection between a main road, e.g., the Milestone Road, or secondary road that bears as much vehicular traffic as a main road, and a multi-use path.

- C. The speed limit of bicycle, e-bike, or any device being operated on multi-use/shared use paths/walkway paths, shall not exceed 20 mph. When a user of such a device is within ten (10) feet of a pedestrian or other cyclist, the rider shall reduce speed and pass with caution and not in excess of 5 mph more than the pedestrian.
- D. Before overtaking a pedestrian or cyclist from behind, a rider shall signal their presence by voice, bell, or bike horn to alert the pedestrian or cyclist.

DEFINITIONS.

Electric bicycle

A bicycle or tricycle equipped with fully operable pedals and an electric motor of 750 watts or less that meets the requirements of a class 1 electric bicycle or a class 2 electric bicycle.

Class 1: Pedal Assist

An electric bicycle or tricycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

Class 2: Throttle on Demand

An electric bicycle or tricycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

Class 3: Speed Pedelec

The electric drive system on the e-bike is activated by pedaling which ceases to provide assistance once the e-bike reaches 28 mph.

E-Cargo Bikes

Motorized bikes, which can come in any class listed above, that are designed to carry heavy loads, including additional people, or goods.

§ 57-15 Severability.

The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

ARTICLE 74

(General Bylaw Amendment: Motorized Passenger Devices)

To see if the Town will vote to amend Chapter 98 (Motorized Passenger Devices) of the Code of the Town of Nantucket as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

§ 98-1 Prohibited absent express written permission.

No person shall operate a ~~motorized scooter~~, motorized skateboard, Segway, **all-terrain vehicles** or other similar device (hereinafter referred to as "personal motorized passenger devices") on any Town-owned or -controlled public way, sidewalk, park, playground or beach ~~without the express written permission to do so from the Town official(s) or officer having jurisdiction over the use of said Town property or their respective designee (hereinafter referred to as the "authorizing official")~~. The following vehicles shall be exempt from the provisions of this chapter:

- A. Vehicles or motorized passenger devices licensed or registered by the Commonwealth of Massachusetts as motor vehicles or otherwise to the extent authorized by the Commonwealth or the United States for such operation;
- B. Vehicles or motorized passenger devices licensed or used by the federal government or any federal agency, instrumentality or entity, including the United States Postal Service, performing a service to the public;
- C. Personal motorized passenger devices used by handicapped persons;

- D. Personal motorized passenger devices used by public safety personnel, including police officers;
- E. Landscaping equipment;
- F. Golf carts.

~~§ 98-2 Conditions on grant of written permission.~~

~~A. Any grant of written permission to use a personal motorized passenger device issued by the authorizing official shall include the following conditions/restrictions: no personal motorized passenger device shall be operated:~~

- ~~(1) Without being equipped with a braking system;~~
- ~~(2) Without the rider wearing a helmet;~~
- ~~(3) In a careless or reckless manner as to endanger the safety of any person or the property of any person; and~~
- ~~(4) Without complying with applicable federal, state and local laws and regulations.~~

~~B. The authorizing official is further authorized to impose such other restrictions and limitations as deemed appropriate or necessary to protect the public safety, interest and welfare. All persons using Town property pursuant to a grant of permission shall comply with the restrictions and limitations referenced herein or imposed pursuant hereto.~~

~~§ 98-3~~ § 98-2 Enforcement and penalties.

In addition to any other enforcement or penalty allowed under state law or Town bylaw, violation of this chapter may be enforced by non-criminal disposition, by any police officer or traffic director in the manner provided by MGL c. 40, § 21D, and Chapter 1, Article I of this Code.

Or to take any other action relative thereto.

(Select Board)

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

ARTICLE 75

(General Bylaw Amendment: Wetlands)

To see if the Town will vote to amend Chapter 136 (Wetlands) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the*

numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

§ 136-2. Purpose.

The purpose of this chapter is to protect the wetlands of the Town of Nantucket by controlling activities deemed to have a significant or cumulative effect upon wetland values, including but not limited to the following: public or private water supply, groundwater, flood control, erosion control, storm damage prevention, water pollution, fisheries, shellfish, wildlife, rare species, including rare, threatened or endangered plant species and animals and habitats, recreation, resiliency and wetland scenic views (collectively, "the interests protected by this chapter"). This chapter is intended to utilize the Home Rule Authority of this municipality to protect additional resource areas for additional values, with additional standards and procedures in addition to those of the Wetlands Protection Act, MGL c. 131, § 40, and regulations thereunder, 310 CMR 10.00.

§ 136-3. Permit required; procedure.

- A. No person shall commence to remove, fill, dredge, alter or build upon or within 100 feet of any bank, freshwater wetland, coastal wetland, beach, dune, flat, marsh, meadow, bog, swamp or upon or within 100 feet of any estuary, creek, river, stream, pond or lake or upon or within 100 feet of any land subject to tidal action, coastal storm flowage, inland or coastal flooding or inundation, or within 100 feet of the hundred-year storm line or within any area located within the geographic boundaries of the resource areas listed previously that is habitat for rare/significant wildlife and/or fauna, including Department of Environmental Protection certified vernal pools, or within 200 feet of a great pond, without filing written application for a permit to remove, fill, dredge, alter or build upon, including such plans as may be necessary to describe such proposed activity and its effect on the environment, and receiving and complying with the permit issued pursuant to this chapter. Said resource areas shall be protected whether or not they border surface waters. The application and permit required by this chapter shall not be required for maintaining, repairing or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public and used to provide electric, gas, water, telephone, telegraph and other telecommunication services.

NOTE: Remaining provisions of this section (B - F) remain unchanged

§ 136-4. Hearing; determination; enforcement orders; appeals; plan changes or modifications.

- A. The Commission shall hold a public hearing on the application within 21 days of its receipt. Notice of the time and place of the hearing shall be given by the Commission at the expense of the applicant, not less than five days prior to

the hearing, by publication in a newspaper of general circulation in Nantucket and by mailing a notice to the applicant, the Board of Health, the Select Board, the Planning Board, all abutters, the property owner if different from the applicant and to such other persons as the Commission may by regulation determine. At least five days prior to the public hearing, by certified mail, ~~return receipt requested~~, the applicant shall send a copy of the notice of the public hearing, supplied by the Commission, to all abutters, as certified by the Assessor from the Town's most recent Assessor's list. Postmarked mailing receipts and the certified abutter's list shall be presented to the Commission at the opening of the public hearing **time of filing**. ~~Return receipt cards shall be presented to the Commission before the hearing can be closed.~~ The Commission, its agents, officers and employees, may enter upon privately owned land for the purpose of performing their duties under this chapter.

NOTE: Remaining provisions of this section (B - K) remain unchanged

Or to take any other action relative thereto.

(Select Board for Conservation Commission)

FINANCE COMMITTEE MOTION: Moved that Chapter 136 (Wetlands) of the Code of the Town of Nantucket is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§ 136-2. Purpose.

The purpose of this chapter is to protect the wetlands of the Town of Nantucket by controlling activities deemed to have a significant or cumulative effect upon wetland values, including but not limited to the following: public or private water supply, groundwater, flood control, erosion control, storm damage prevention, water pollution, fisheries, shellfish, wildlife, rare species, including rare, threatened or endangered plant species and animals and habitats, recreation, **resiliency** and wetland scenic views (collectively, "the interests protected by this chapter"). This chapter is intended to utilize the Home Rule Authority of this municipality to protect additional resource areas for additional values, with additional standards and procedures in addition to those of the Wetlands Protection Act, MGL c. 131, § 40, and regulations thereunder, 310 CMR 10.00.

§ 136-3. Permit required; procedure.

- B. No person shall commence to remove, fill, dredge, alter or build upon or within 100 feet of any bank, freshwater wetland, coastal wetland, beach, dune, flat, marsh, meadow, bog, swamp or upon or within 100 feet of any estuary, creek, river, stream, pond or lake or upon or within 100 feet of any land subject to tidal action, coastal storm flowage, inland or coastal flooding or inundation, or

within 100 feet of the hundred-year storm line or within any area located within the geographic boundaries of the resource areas listed previously that is habitat for rare/significant wildlife and/or fauna, including Department of Environmental Protection certified vernal pools, or within 200 feet of a great pond, without filing written application for a permit to remove, fill, dredge, alter or build upon, including such plans as may be necessary to describe such proposed activity and its effect on the environment, and receiving and complying with the permit issued pursuant to this chapter. Said resource areas shall be protected whether or not they border surface waters. The application and permit required by this chapter shall not be required for maintaining, repairing or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public and used to provide electric, gas, water, telephone, telegraph and other telecommunication services.

NOTE: Remaining provisions of this section (B - F) remain unchanged

§ 136-4. Hearing; determination; enforcement orders; appeals; plan changes or modifications.

- B. The Commission shall hold a public hearing on the application within 21 days of its receipt. Notice of the time and place of the hearing shall be given by the Commission at the expense of the applicant, not less than five days prior to the hearing, by publication in a newspaper of general circulation in Nantucket and by mailing a notice to the applicant, the Board of Health, the Select Board, the Planning Board, all abutters, the property owner if different from the applicant and to such other persons as the Commission may by regulation determine. At least five days prior to the public hearing, by certified mail, ~~return receipt requested~~, the applicant shall send a copy of the notice of the public hearing, supplied by the Commission, to all abutters, as certified by the Assessor from the Town's most recent Assessor's list. Postmarked mailing receipts and the certified abutter's list shall be presented to the Commission at the opening of the public hearing ~~time of filing~~. ~~Return receipt cards shall be presented to the Commission before the hearing can be closed.~~ The Commission, its agents, officers and employees, may enter upon privately owned land for the purpose of performing their duties under this chapter.

NOTE: Remaining provisions of this section (B - K) remain unchanged

ARTICLE 76

(General Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - Rachel Drive, South Shore Road and Felcon Drive)

To see if the Town will vote to amend the Town Sewer District map to include the following propertie, currently outside of the district, to within the district:

Map	Lot	Number	Street

80	53.6	1	Rachel Drive
80	53.3	2	Rachel Drive
80	53	3	Rachel Drive
80	53.4	4	Rachel Drive
80	53.5	5	Rachel Drive
80	53.8	5R	Rachel Drive
80	53.7	6	Rachel Drive
80	53.2	43	South Shore Road
80	53.1	47	South Shore Road
80	294	1	Felcon Drive
80	329	5	Felcon Drive
80	330	9	Felcon Drive
80	331	11	Felcon Drive

All as shown on the attached map.

Or to take any other action related thereto.

(David F. Visco, et al)

FINANCE COMMITTEE MOTION: Moved that Chapter 41 (Board of Sewer Commissioners), section 41-3A (Town Sewer District) of the Code of the Town of Nantucket is hereby amended by adding the following parcels located to the Town Sewer District:

Map	Lot	Number	Street
80	53.6	1	Rachel Drive
80	53.3	2	Rachel Drive
80	53	3	Rachel Drive
80	53.4	4	Rachel Drive
80	53.5	5	Rachel Drive
80	53.8	5R	Rachel Drive
80	53.7	6	Rachel Drive
80	53.2	43	South Shore Road
80	53.1	47	South Shore Road
80	294	1	Felcon Drive
80	329	5	Felcon Drive
80	330	9	Felcon Drive
80	331	11	Felcon Drive

NOTE: At its meeting on March 5, 2025, the Select Board acting as the Sewer Commissioners, voted to add the parcels referenced in the Article to the Town Sewer District. Prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

ARTICLE 77

(General Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 42 Monohansett Road)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding the following parcel to the Town Sewer District:

Map	Lot	Number	Street
79	55	42	Monohansett Road

All as shown on a map entitled “2024 Annual Town Meeting Warrant Article ____” dated _____ and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Christopher Fraker, et al)

FINANCE COMMITTEE MOTION: Moved to support the March 6, 2025 vote of the Select Board acting as the Board of Sewer Commissioners not to include the parcel referenced in the Article to the Town Sewer District.

NOTE: *At its meeting on March 6, 2025, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.*

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

ARTICLE 78

(General Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 13A Woodland Drive and a Portion of 13 Woodland Drive)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding 13A Woodland Drive and the portion of 13 Woodland Drive currently located in the Residential 20 (R-20) zoning district, which are located within the “Town Wellhead Protection Zone” and designated as a Special Area Recommended for Sewer under the Comprehensive Wastewater Management Plan adopted in October 2014, to the Town Sewer District.

Map	Lot	Number	Street

79	208	13 (portion of)	Woodland Drive
79	8	13A	Woodland Drive

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

Or to take any other action related thereto.

(Stephen Maury, et al)

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

NOTE: *At its meeting on March 6, 2025, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.*

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

ARTICLE 79

(General Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - a Portion of 13 Woodland Drive)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding the portion of 13 Woodland Drive currently located in the Limited Use General 2 (LUG-2) zoning district, and which lies within the “Town Wellhead Protection Zone” and is designated as a Special Area Recommended for Sewer under the Comprehensive Wastewater Management Plan adopted in October 2014, to the Town Sewer District.

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive

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

Or to take any other action related thereto.

(Stephen Maury, et al)

FINANCE COMMITTEE MOTION: Moved to support the March 6, 2025 vote of the Select Board acting as the Board of Sewer Commissioners not to include the parcels referenced in the Article to the Town Sewer District.

NOTE: At its meeting on March 6, 2025, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

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

ARTICLE 80

(General Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 44 Skyline Drive)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding the following property to the Town Sewer District.

Map	Lot	Number	Street
79	990	44	Skyline Drive

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

Or to take any other action related thereto.

(Clifford J. Williams, et al)

FINANCE COMMITTEE MOTION: Moved to support the March 6, 2025 vote of the Select Board acting as the Board of Sewer Commissioners not to include the parcel referenced in the Article to the Town Sewer District.

NOTE: At its meeting on March 6, 2025, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

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

ARTICLE 81

(Real Estate Lease/License of Baxter Road Property for Erosion Control)

To see if the Town will vote to authorize the Select Board pursuant to Chapter 67-1E of the Town of Nantucket Bylaws to lease or license certain Town-owned property

along Baxter Road located from 41 Baxter Road to 119 Baxter Road, located on Town Assessor's Map 49 as Parcel 9, Town Assessor's Map 48 as Parcel 8 and Town Assessor's Map 48 as Parcel 6 as shown on a plan which is on file with the Office of the Town Clerk, for erosion control purposes, on such terms and conditions as the Select Board deems appropriate subject to and consistent with any terms and conditions ordered by the Conservation Commission, which may include the operation and maintenance of the coastal engineering structures, bluff armoring projects, hard or soft erosion control devices, bulkheads and the like, and the reservation of any easements or restrictions in regard to the property.

All as shown on a map on file at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is authorized, pursuant to Chapter 67 (Coastal Properties Owned by the Town, Management of), section 1E (Coastal land, leasing or licensing) of the Code of the Town of Nantucket to lease or license certain Town-owned property along Baxter Road located from 41 Baxter Road to 119 Baxter Road, located on Town Assessor's Map 49 as Parcel 9, Town Assessor's Map 48 as Parcel 8 and Town Assessor's Map 48 as Parcel 6 as shown on a plan which is on file with the Office of the Town Clerk, for erosion control purposes, on such terms and conditions as the Select Board deems appropriate subject to and consistent with any terms and conditions ordered by the Conservation Commission, which may include the operation and maintenance of the coastal engineering structures, bluff armoring projects, hard or soft erosion control devices, bulkheads and the like, and the reservation of any easements or restrictions in regard to the property.

ARTICLE 82

(Acceptance of Massachusetts General Law: Seasonal Community Designation)

To see if the Town will vote to accept on behalf of the Town of Nantucket, the Seasonal Community Designation as provided for in General Laws Chapter 23B, Section 32(b); or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that General Laws Chapter 23B, Section 32(b), the Seasonal Communities Designation is hereby accepted.

ARTICLE 83

(Acceptance of Massachusetts General Law: Effect of Military Service on Salary, Seniority and Leave Allowances of Public Employees)

To see if the Town Will vote to: acceptance of Mass General Law Part I, Title 5, Chapter 33 Section 59; or otherwise act thereon.

Section 59: Effect of military service on salary, seniority and leave allowances of public employees

Section 59. (a) An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during service in the uniformed services, annual training under section 60 or drills and parades under section 61, not exceeding 40 days in any federal fiscal year, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. For the purposes of this section, "uniformed services" shall have the same meaning as defined in section 13. For the purposes of this subsection, "day" shall mean any 24-hour period regardless of calendar day.

(b) An employee of the commonwealth in the service of the armed forces of the commonwealth under sections 38, 40 or 41 shall be entitled to receive pay without loss of ordinary remuneration as a public employee and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime during the first 30 consecutive days of any mission. Thereafter, any such ordinary remuneration shall be reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and there shall be no loss of any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. National guard duty performed under Title 32 of the United States Code shall not be deemed service in the armed forces of the commonwealth under sections 38, 40 or 41 for the purposes of this section.

(c) An employee of the commonwealth in the armed forces of the commonwealth performing duty under Titles 10 or 32 of the United States Code shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

(d) An employee of the commonwealth in a reserve component of the armed forces of the United States who is ordered to service for more than 30 consecutive days shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period. No such employee shall lose any seniority or accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

(e) An employee of a county, city or town which, by vote of its county commissioners, city council or inhabitants at a town meeting, has accepted this section or similar provisions of earlier laws, shall be entitled to the benefits and protections of this section or the benefits of the accepted earlier law.

(f) For the purposes of this section, "base pay for military service" shall not include any housing, incentive, bonus, skills pay, allowance or other stipend or benefit paid to the employee for the employee's military service.

(Ryan B. Webb, et al)

FINANCE COMMITTEE MOTION: Moved that General Laws Chapter 33, Section 59, related to the effect of military service on salary, seniority and leave allowances of public employees, is hereby accepted.

ARTICLE 84

(Charter Amendment: Town Meeting)

To see if the Town will vote to Amend the Town Charter of Nantucket, a copy of which is on file with the Archivist of the Commonwealth, as follows (text to be deleted is shown in strikethrough and new text is shown in highlighted text):

Section 2-1. Legislative Powers

- (a) The legislative powers of the Town shall remain vested in the Town Meeting open to all voters.
- (b) The Town Meeting shall meet in regular session not less than twice per calendar year. The first session of town meeting shall be held in March, April, or May and shall be primarily concerned with the determination of matters involving the expenditure of town funds including, but not limited to, the adoption of an annual operating budget, financing, taxation, and all other matters to be decided by the voters. The Select Board may delay the first session of town meeting, but it must be completed by June 30th of the same year.
- (c) The second session of town meeting shall be held in September, October, or November and shall be primarily concerned with matters involving real estate, zoning, land use planning, by-laws, and all other matters to be decided by the voters. The Select Board may delay the second session of town meeting, but it must be completed by December 31st of the same year.
- (d) The first and second sessions of town meeting including all adjourned sessions, shall be deemed sessions of the annual town meeting for all purposes under the General Bylaws, this Charter, and the bylaws of the Town.
- (e) The deadline for the submission of petition articles by votes for the next calendar year shall be a date in the preceding November as determined by the Select Board. After the deadline has passed, any citizen petitions that were filed with the Town Clerk with the required number of signatures certified, the Select Board shall divide petitions between the warrants

issued for either the first or second session of town meeting to be held in the next year, as the Select Board deems appropriate in its discretion. Moreover, nothing herein shall preclude the Select Board from placing additional articles, whether submitted by petition or otherwise, on either the warrant for the first or second town meeting as may be deemed necessary and appropriate by the Select Board.

- (f) Nothing herein shall limit the ability of any voter s to submit additional petitions for a special town meeting or to call a special town meeting in accordance with General Laws Chapter r39, § 10.

Notwithstanding the foregoing, certain powers of Town Meeting as to real estate acquisitions shall be vested in the select board, as specified in Section 3.3., subject to the voters' right to petition, as specified in Section 2.1(b) and 3.3, to place before Town Meeting any real estate acquisition voted by the select board under said Section 3.3

The following additional powers may be exercised by Town Meeting:

- (a) To exercise any power which a charter for the County of Nantucket may vest in Town Meeting; and
- (b) To veto any real estate acquisition voted by the select board pursuant to Section 3.3; provided, however, that a petition proposing such veto in the form of a Town Meeting warrant article is signed by at least ten registered voters and provided that the petition is timely filed with the Town Clerk. The Town Clerk shall then present the petition to the select board within the time permitted for inclusion of the article in the next Town Meeting warrant. The select board may proceed with the real estate acquisition unless the acquisition is vetoed by the Town Meeting.

Or to take any other action relative thereto.

(Campbell Sutton, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 85

(General Bylaw Amendment: Notices of Public Hearings)

To see if the Town will vote to amend Chapter 2, "Administrative Procedures", Section 2-1, "Public hearing required; manner of notice", of the Code of Nantucket, by striking Paragraph A and by inserting the following new Paragraph A in its place:

- A. Publishing notice of such hearing in such manner as is specified by any law or, if no manner is specified, then in any print newspaper or electronic media, having general circulation within the Town of Nantucket.

or take other action with regard thereto.

(Jason Graziadei, et al)

FINANCE COMMITTEE MOTION: Moved that Chapter 2 (Administrative Procedures), §2-1 (Public hearing required; manner of notice) is hereby amended as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

§2-1. Public hearing required; manner of notice.

In addition to any requirements set forth in the General Laws of the commonwealth or any other applicable law, prior to the adoption, amendment or repeal of any regulation, a board, commission, agency or instrumentality of the Town of Nantucket shall hold a public hearing, at which time interested persons are to be given an opportunity to present data, views, comments or arguments related thereto. Within the time specified by any law or, if no time is specified, then at least 21 days prior to the date of the public hearing, the board, commission, agency or instrumentality shall give notice of such hearing by:

- A. ~~Publishing notice of such hearing in such manner as is specified by any law or, if no manner is specified, then in any newspaper having general circulation within the Town of Nantucket;~~

Publishing notice of such hearing in such manner as is specified by any law or, if no manner is specified, then in any print newspaper or electronic media, having general circulation within the Town of Nantucket:

ARTICLE 86

(Home Rule Petition: Community Housing Bank Real Estate Transfer Fee)

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

An Act Authorizing the Town of Nantucket to Impose a Real Estate Transfer Fee for Affordable and Workforce Housing and Related Capital Improvements

SECTION 1. For purposes of this act, the words and phrases set forth in this section shall have the following meanings:

"Affordable Housing Restriction" is a recorded instrument held by a qualified holder which encumbers and/or restricts a real property interest so that the real property interest is perpetually or for a term of at least thirty (30) years limited to use as a

residence occupied by a low or moderate income household which earns less than a specified income level, the upper limit of which may not exceed two hundred forty percent (240%) of the Nantucket median income. A "qualified holder" is a governmental body or charitable corporation or trust which qualifies under the terms of chapter one hundred eight-four of the General Laws ("Chapter 184") to hold an affordable housing restriction. Without limiting the generality of the foregoing, "Affordable Housing Restriction" includes but is not limited to any instrument which conforms to the requirements of (i) a Nantucket Housing Needs Covenant as described in Chapter 301 of the Acts of 2002 and defined in the Town of Nantucket Code.

"Housing and Community Development Fund", shall refer to a discrete fund or account, established by the county treasurer of the Nantucket County under the provisions of this act.

"Eligible Applicants", shall refer to non-profit and for-profit corporations and organizations, individuals, and public entities.

"Purchaser", shall refer to the transferee, grantee or recipient of any real property interest.

"Purchase price", all consideration paid or transferred by or on behalf of a purchaser to a seller or his nominee, or for his benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.

"Real property interest", shall refer to any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter one hundred eighty-three A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction; any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

"Seller", shall refer to the transferor, grantor or immediate former owner of any real property interest.

"Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with

respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.

“Town” shall refer to the Town of Nantucket acting by and through the Select Board.

SECTION 2. There is hereby imposed a fee equal to one half per cent ($\frac{1}{2}\%$) of the purchase price upon the transfer of any real property interest in any real property situated in Nantucket County. Said fee shall be the liability of the seller of such real property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the seller. The fee shall be paid to the Town of Nantucket, or its designee, and shall be accompanied by a copy of the deed or other instrument evidencing such transfer, if any, and an affidavit signed under oath or under the pains and penalties of perjury by the purchaser or his legal representative and the seller or his legal representative, attesting to the true and complete purchase price and the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from the fee imposed hereby. The Town, or its designee, shall promptly thereafter execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Nantucket County, and the assistant recorder for the registry district of Nantucket County, shall not record or register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. Failure to comply with this requirement shall not affect the validity of any instrument. The Town shall deposit all fees received hereunder with the Town treasurer. The treasurer shall deposit such fees in the Affordable Housing Trust Fund. The fee imposed hereunder shall be due simultaneously with the time of transfer of the transfer upon which it is imposed. Notwithstanding the foregoing, whenever there is a conveyance of real property interests and a conveyance of personalty related thereto at or about the same time, the allocations of payments between real estate and personalty agreed to by the purchaser and seller shall not determine the amount of the fee due pursuant to this section; instead, the Town may require payment of the fee referred to in real property interests so conveyed as determined by the Town.

SECTION 3. At any time within seven days following the issuance of the certificate of payment of the fee imposed by section two, the seller or his legal representative may return said certificate to the Town or its designee for cancellation, together with an affidavit signed under oath or under the pains and penalties of perjury that the transfer, with respect to which such certificate was issued, has not been consummated, and thereupon the fee paid with respect to such transfer shall be forthwith returned to the seller or his legal representative.

SECTION 4. The following transfers of real property interests shall be exempt from the fee established by section 10. Except as otherwise provided, the seller shall have the burden of proof that any transfer is exempt under this section and any otherwise exempt transfer shall not be exempt in the event that such transfer (by itself or as part of

a series of transfers) was made for the primary purpose of evading the fee imposed by section 10.

(a) Transfers to the government of the United States, the commonwealth, and any of their instrumentalities, agencies or subdivisions, including but not limited to transfers to the Town of Nantucket, the County of Nantucket.

(b) Transfers which, without additional consideration, confirm, correct, modify or supplement a transfer previously made.

(c) Transfers made as gifts without consideration. In any proceedings to determine the amount of any fee due hereunder, it shall be presumed that any transfer for consideration of less than fair market value of the real property interest transferred was made as a gift without consideration to the extent of the difference between the fair market value of the real property interest transferred and the amount of consideration claimed by the seller to have been paid or transferred, if the purchaser shall have been at the time of transfer the spouse, the lineal descendant, or the lineal ancestor of the seller, by blood or adoption, and otherwise it shall be presumed that consideration was paid in an amount equal to the fair market value of the real property interest transferred, at the time of transfer.

(d) Transfer to the trustees of a trust in exchange for a beneficial interest received by the purchaser in such trust; distributions by the trustees of a trust to the beneficiaries of such trust.

(e) Transfers by operation of law without actual consideration, including but not limited to transfers occurring by virtue of the death or bankruptcy of the owner of a real property interest.

(f) Transfers made in partition of land and improvements thereto, under chapter two hundred and forty-one of the General Laws.

(g) Transfers to any charitable organization as defined in clause Third of section five of chapter fifty-nine of the General Laws, or any religious organization, provided that the real property interest so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes.

(h) Transfers to a mortgagee in foreclosure of the mortgage held by such mortgagee, and transfers of the property subject to a mortgage to the mortgagee in consideration of the forbearance of the mortgagee from foreclosing said mortgage.

(i) Transfers made to a corporation or partnership or limited liability company at the time of its formation, pursuant to which transfer no gain or loss is recognized under the provisions of section three hundred and fifty-one or seven hundred and twenty-one of the Internal Revenue Code of 1986, as amended; provided, however, that such transfer shall be exempt only in the event that (1) with respect to a corporation, the transferor retains an interest in the newly formed corporation which is equivalent to the interest the transferor held prior to the transfer, or (2) with respect to a partnership or limited liability company, the transferor retains after such formation rights in capital interests and profit interests within such partnership or limited liability company which are equivalent to the interest the transferor held prior to the transfer.

(j) Transfers made to a stockholder of a corporation in liquidation or partial liquidation of the corporation, and transfers made to a partner of a partnership or to a member of a limited liability company in dissolution or partial dissolution of the partnership or limited liability company; but the transfer shall be exempt only if (i) with respect to a corporation, the transferee receives property (including real property interests and other property

received) which is the same fraction of the total property of the transferor corporation as the fraction of the corporation's stock owned by the transferee prior to the transfer or (ii) with respect to a partnership or limited liability company, the transferee receives property (including real property interests and other property received) which is the same fraction of the property of the partnership or limited liability company as the fraction of the capital and profit interests in the transferor formerly owned by the transferee.

(k) Transfers consisting of the division of marital assets under the provisions of section thirty-four of chapter two hundred and eight of the General Laws or other provisions of law.

(l) Transfers of property consisting in part of real property interests situated in Nantucket County and in part of other property interests, to the extent that the property transferred consists of property other than real property situated in Nantucket County; provided that the purchaser shall furnish the Town with such information as it shall require or request in support of the claim of exemption and manner of allocation of the consideration for such transfers.

(m) The first \$2 million of the sale price of any transfer or series of transfers of real property interests in a single transaction. Said exemption may be adjusted as determined annually by the affirmative vote of two-thirds of voters at an annual or special town meeting.

(n) Transfers of minority interests in corporations, trusts, partnerships or limited liability companies which are publicly traded, which trades are not part of a series of transfers which together constitute a transfer of control of a corporation, trust, partnership or limited liability company.

SECTION 5. (a) The Town treasurer shall keep a full and accurate account stating when, from or to whom, and on what account money has been paid or received relative to the activities of the Trust Fund and the Housing Fund. Said account shall be subject to examination by the director of accounts or his agent pursuant to section forty-four of chapter thirty-five of the General Laws.

(b) Schedules of beneficiaries of trusts, list of stockholders of corporations and lists of partnerships filed with the Trust Fund for the purpose of determining or fixing the amount of the fee imposed under section ten or for the purpose of determining the existence of any exemption under section twelve shall not be public records for the purposes of section ten of chapter sixty-six of the General Laws.

SECTION 6. A seller who fails to pay all or any portion of the fee established by section two on or before the time when the same is due shall be liable for the following additional payments in addition to said fee:

(a) Interest: The seller shall pay interest on the unpaid amount of the fee to be calculated from the time of transfer at a rate equal to fourteen per cent per annum.

(b) Penalties: Any person who, without fraud or willful intent to defeat or evade a fee imposed by this chapter, fails to pay all or a portion of the fee within thirty days after the time of transfer, shall pay a penalty equal to five per cent of the outstanding fee as determined by the Town for each month or portion thereof thereafter that the fee is not paid in full; provided, however, that in no event shall the amount of any penalty imposed hereunder exceed twenty-five per cent of the unpaid fee due at the time of transfer.

Whenever the Town determines that all or a portion of a fee due under this chapter was unpaid due to fraud with intent to defeat or evade the fee imposed by this chapter, a penalty equal to the amount of said fee as determined by the Town shall be paid by the seller in addition to said fee.

SECTION 7. (a) The Town shall notify the purchaser and the seller by registered or certified mail of any failure to discharge in full the amount of the fee due under this Act and any penalty or interest assessed. The Town shall grant a hearing on the matter of the imposition of said fee, or of any penalty or interest assessed, if a petition requesting such hearing is received by the Town within thirty days after the mailing of said notice. The Town shall notify the purchaser and the seller in writing by registered or certified mail of its determination concerning the deficiency, penalty or interest within fifteen days after said hearing. Any party aggrieved by a determination of the Town concerning a deficiency, penalty or interest may, after payment of said deficiency, appeal to the district or superior court within three months after the mailing of notification of the determination of the Town. Upon the failure to timely petition for a hearing, or appeal to said courts, within the time limits hereby established, the purchaser and seller shall be bound by the terms of the notification, assessment or determination, as the case may be, and shall be barred from contesting the fee, and any interest and penalty, as determined by the Town. All decisions of said courts shall be appealable. Every notice to be given under this section by the Town shall be effective if mailed by certified or registered mail to the purchaser or the seller at the address stated in a recorded or registered instrument by virtue of which the purchaser holds any interest in land, the transfer of which gives rise to the fee which is the subject of such notice; and if no such address is stated or if such transfer is not evidenced by an instrument recorded or registered in the public records in Nantucket County, such notice shall be effective when so mailed to the purchaser or seller in care of any person appearing of record to have a fee interest in such land, at the address of such person as set forth in an instrument recorded or registered in Nantucket County.

(b) All fees, penalties and interest required to be paid pursuant to this chapter shall constitute a personal debt of the seller and may be recovered in an action of contract or in any other appropriate action, suit or proceeding brought by the Town; said action, suit or proceeding shall be subject to the provisions of chapter two hundred and sixty of the General Laws.

(c) If any seller liable to pay the fee established by this act neglects or refuses to pay the same, the amount, including any interest and penalty thereon, shall be a lien in favor of the Town upon all property and rights to property, whether real or personal, belonging to either such purchaser or such seller. Said lien shall arise at the time of transfer and shall continue until the liability for such amount is satisfied. Said lien shall in any event terminate not later than six years following the time of transfer. Said lien shall not be valid as against any mortgagee, pledgee, purchaser or judgment creditor unless notice thereof has been filed by the Town (i) with respect to real property or fixtures, in the registry of deeds for Nantucket County, or (ii) with respect to personal property, in the office in which a security or financing statement or notice with respect to the property would be filed in order to perfect a nonpossessory security interest belonging to the person named in the relevant notice, subject to the same limitations as set forth in section fifty of chapter sixty-two C of the General Laws.

(d) Sellers applying for an exemption under subsections (a) through (n) of section four shall be required at the time of application for exemption to execute an agreement legally binding on sellers and separately legally binding upon any Legal Representative of the sellers (1) assuming complete liability for any fee, plus interest and penalties if any, waived on account of an allowed exemption subsequently determined to have been invalid, and (2) submitting to the jurisdiction of the trial court of the commonwealth sitting in Nantucket County. Fees, plus interest and penalties if any, shall be calculated as of the date of the initial property transfer. Execution of the above-described agreement shall not be required of any mortgagee, pledge, purchaser or judgment creditor unless notice of the agreement has been recorded or filed by the Town.

In any case where there has been a refusal or neglect to pay any fee, interest or penalties imposed by this act, whether or not levy has been made, the Town, in addition to other modes of relief, may direct a civil action to be filed in a district or superior court of the commonwealth to enforce the lien of the Town under this section with respect to such liability or to subject any property of whatever nature, of the delinquent, or in which he has any right, title or interest, to the payment of such liability.

The Town may issue a waiver or release of any lien imposed by this section. Such waiver or release shall be conclusive evidence that the lien upon the property covered by the waiver or release is extinguished.

SECTION 8. The fee described in section 2 shall be of a ten-year duration from the date this act shall take effect. This fee may continue for five-year periods by a majority vote at a Town Meeting authorizing the fee. The fee described by section 2 may be (1) decreased, or (2) eliminated by two-thirds vote of Town Meeting. In the event that Town Meeting votes to eliminate the fee, the balance of any fees previously collected shall be transferred to the Town of Nantucket and held by the treasurer in a separate account, and shall first be used to satisfy any outstanding liabilities or obligations incurred by the Town of Nantucket or the Affordable Housing Trust as a result of imposition of the fee, and the remainder may be expended without further appropriation by the Select Board for affordable housing purposes. In the event that the liabilities and obligations of the Town of Nantucket or the Affordable Housing Trust exceed the amounts transferred to the Town, the fee shall remain in full force and effect until such liabilities and obligations have been satisfied.

SECTION 9. The provisions of this act are severable, and if any provision hereof, including without limitation any exemption from the fee imposed hereby, shall be held invalid in any circumstances such invalidity shall not affect any other provisions or circumstances. This act shall be construed in all respects so as to meet all constitutional requirements. In carrying out the purposes and provisions of this act, all steps shall be taken which are necessary to meet constitutional requirements whether or not such steps are required by statute.

SECTION 10. If the Town has determined that a fee is due by asserting the application of the evasion of fee doctrine described in section 2 then the seller shall have the burden of demonstrating by clear and convincing evidence as determined by the Town that the transfer, or series of transfers, possessed both: (i) a valid, good faith business purpose other than avoidance of the fee set forth in section 2 and (ii) economic

substance apart from the asserted fee avoidance benefit. In all such cases, the transferee shall also have the burden of demonstrating by clear and convincing evidence as determined by the Town that the asserted non-fee-avoidance business purpose is commensurate with the amount of the fee pursuant to section 2 to be thereby avoided.

SECTION 11. Pursuant to state enabling legislation pending with the General Court for the adoption of an act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, the legislative body of a city or town by a majority vote may adopt said act upon the passage of said act by the Senate and the House of Representatives of the General Court, and furthermore, a favorable majority vote of this Article by this Town Meeting is also deemed to be a vote by Town Meeting to adopt said act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, provided the provisions contained herein are consistent with the provisions of said act.

SECTION 12. This act shall take effect ninety (90) days following the date of passage.

(Select Board)

NOTE: Versions of the above home rule petition have been approved as Article 82 of the 2016 Annual Town Meeting, Article 88 of the 2017 Annual Town Meeting, Article 70 of the 2018 Annual Town Meeting, Article 79 of the 2019 Annual Town Meeting, Article 76 of the 2022 Annual Town Meeting and Article 79 of the 2024 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

FINANCE COMMITTEE MOTION: Moved that the Town's representatives in the General Court are hereby requested to enact special legislation as set forth below; provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language that may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

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

An Act Authorizing the Town of Nantucket to Impose a Real Estate Transfer Fee for Affordable and Workforce Housing and Related Capital Improvements

SECTION 1. For purposes of this act, the words and phrases set forth in this section shall have the following meanings:

"Affordable Housing Restriction" is a recorded instrument held by a qualified holder which encumbers and/or restricts a real property interest so that the real property interest is perpetually or for a term of at least thirty (30) years limited to use as a residence occupied by a low or moderate income household which earns less than a specified income level, the upper limit of which may not exceed two hundred forty percent (240%) of the Nantucket median income. A "qualified holder" is a governmental

body or charitable corporation or trust which qualifies under the terms of chapter one hundred eight-four of the General Laws ("Chapter 184") to hold an affordable housing restriction. Without limiting the generality of the foregoing, "Affordable Housing Restriction" includes but is not limited to any instrument which conforms to the requirements of (i) a Nantucket Housing Needs Covenant as described in Chapter 301 of the Acts of 2002 and defined in the Town of Nantucket Code.

"Housing and Community Development Fund", shall refer to a discrete fund or account, established by the county treasurer of the Nantucket County under the provisions of this act.

"Eligible Applicants", shall refer to non-profit and for-profit corporations and organizations, individuals, and public entities.

"Purchaser", shall refer to the transferee, grantee or recipient of any real property interest.

"Purchase price", all consideration paid or transferred by or on behalf of a purchaser to a seller or his nominee, or for his benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.

"Real property interest", shall refer to any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter one hundred eighty-three A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction; any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

"Seller", shall refer to the transferor, grantor or immediate former owner of any real property interest.

"Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.

“Town” shall refer to the Town of Nantucket acting by and through the Select Board.

SECTION 2. There is hereby imposed a fee equal to one half per cent ($\frac{1}{2}\%$) of the purchase price upon the transfer of any real property interest in any real property situated in Nantucket County. Said fee shall be the liability of the seller of such real property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the seller. The fee shall be paid to the Town of Nantucket, or its designee, and shall be accompanied by a copy of the deed or other instrument evidencing such transfer, if any, and an affidavit signed under oath or under the pains and penalties of perjury by the purchaser or his legal representative and the seller or his legal representative, attesting to the true and complete purchase price and the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from the fee imposed hereby. The Town, or its designee, shall promptly thereafter execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Nantucket County, and the assistant recorder for the registry district of Nantucket County, shall not record or register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. Failure to comply with this requirement shall not affect the validity of any instrument. The Town shall deposit all fees received hereunder with the Town treasurer. The treasurer shall deposit such fees in the Affordable Housing Trust Fund. The fee imposed hereunder shall be due simultaneously with the time of transfer of the transfer upon which it is imposed. Notwithstanding the foregoing, whenever there is a conveyance of real property interests and a conveyance of personalty related thereto at or about the same time, the allocations of payments between real estate and personalty agreed to by the purchaser and seller shall not determine the amount of the fee due pursuant to this section; instead, the Town may require payment of the fee referred to in real property interests so conveyed as determined by the Town.

SECTION 3. At any time within seven days following the issuance of the certificate of payment of the fee imposed by section two, the seller or his legal representative may return said certificate to the Town or its designee for cancellation, together with an affidavit signed under oath or under the pains and penalties of perjury that the transfer, with respect to which such certificate was issued, has not been consummated, and thereupon the fee paid with respect to such transfer shall be forthwith returned to the seller or his legal representative.

SECTION 4. The following transfers of real property interests shall be exempt from the fee established by section 10. Except as otherwise provided, the seller shall have the burden of proof that any transfer is exempt under this section and any otherwise exempt transfer shall not be exempt in the event that such transfer (by itself or as part of a series of transfers) was made for the primary purpose of evading the fee imposed by section 10.

(a) Transfers to the government of the United States, the commonwealth, and any of their instrumentalities, agencies or subdivisions, including but not limited to transfers to the Town of Nantucket, the County of Nantucket.

(b) Transfers which, without additional consideration, confirm, correct, modify or supplement a transfer previously made.

(c) Transfers made as gifts without consideration. In any proceedings to determine the amount of any fee due hereunder, it shall be presumed that any transfer for consideration of less than fair market value of the real property interest transferred was made as a gift without consideration to the extent of the difference between the fair market value of the real property interest transferred and the amount of consideration claimed by the seller to have been paid or transferred, if the purchaser shall have been at the time of transfer the spouse, the lineal descendant, or the lineal ancestor of the seller, by blood or adoption, and otherwise it shall be presumed that consideration was paid in an amount equal to the fair market value of the real property interest transferred, at the time of transfer.

(d) Transfer to the trustees of a trust in exchange for a beneficial interest received by the purchaser in such trust; distributions by the trustees of a trust to the beneficiaries of such trust.

(e) Transfers by operation of law without actual consideration, including but not limited to transfers occurring by virtue of the death or bankruptcy of the owner of a real property interest.

(f) Transfers made in partition of land and improvements thereto, under chapter two hundred and forty-one of the General Laws.

(g) Transfers to any charitable organization as defined in clause Third of section five of chapter fifty-nine of the General Laws, or any religious organization, provided that the real property interest so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes.

(h) Transfers to a mortgagee in foreclosure of the mortgage held by such mortgagee, and transfers of the property subject to a mortgage to the mortgagee in consideration of the forbearance of the mortgagee from foreclosing said mortgage.

(i) Transfers made to a corporation or partnership or limited liability company at the time of its formation, pursuant to which transfer no gain or loss is recognized under the provisions of section three hundred and fifty-one or seven hundred and twenty-one of the Internal Revenue Code of 1986, as amended; provided, however, that such transfer shall be exempt only in the event that (1) with respect to a corporation, the transferor retains an interest in the newly formed corporation which is equivalent to the interest the transferor held prior to the transfer, or (2) with respect to a partnership or limited liability company, the transferor retains after such formation rights in capital interests and profit interests within such partnership or limited liability company which are equivalent to the interest the transferor held prior to the transfer.

(j) Transfers made to a stockholder of a corporation in liquidation or partial liquidation of the corporation, and transfers made to a partner of a partnership or to a member of a limited liability company in dissolution or partial dissolution of the partnership or limited liability company; but the transfer shall be exempt only if (i) with respect to a corporation, the transferee receives property (including real property interests and other property received) which is the same fraction of the total property of the transferor corporation as the fraction of the corporation's stock owned by the transferee prior to the

transfer or (ii) with respect to a partnership or limited liability company, the transferee receives property (including real property interests and other property received) which is the same fraction of the property of the partnership or limited liability company as the fraction of the capital and profit interests in the transferor formerly owned by the transferee.

(k) Transfers consisting of the division of marital assets under the provisions of section thirty-four of chapter two hundred and eight of the General Laws or other provisions of law.

(l) Transfers of property consisting in part of real property interests situated in Nantucket County and in part of other property interests, to the extent that the property transferred consists of property other than real property situated in Nantucket County; provided that the purchaser shall furnish the Town with such information as it shall require or request in support of the claim of exemption and manner of allocation of the consideration for such transfers.

(m) The first \$2 million of the sale price of any transfer or series of transfers of real property interests in a single transaction. Said exemption may be adjusted as determined annually by the affirmative vote of two-thirds of voters at an annual or special town meeting.

(n) Transfers of minority interests in corporations, trusts, partnerships or limited liability companies which are publicly traded, which trades are not part of a series of transfers which together constitute a transfer of control of a corporation, trust, partnership or limited liability company.

SECTION 5. (a) The Town treasurer shall keep a full and accurate account stating when, from or to whom, and on what account money has been paid or received relative to the activities of the Trust Fund and the Housing Fund. Said account shall be subject to examination by the director of accounts or his agent pursuant to section forty-four of chapter thirty-five of the General Laws.

(b) Schedules of beneficiaries of trusts, list of stockholders of corporations and lists of partnerships filed with the Trust Fund for the purpose of determining or fixing the amount of the fee imposed under section ten or for the purpose of determining the existence of any exemption under section twelve shall not be public records for the purposes of section ten of chapter sixty-six of the General Laws.

SECTION 6. A seller who fails to pay all or any portion of the fee established by section two on or before the time when the same is due shall be liable for the following additional payments in addition to said fee:

(a) Interest: The seller shall pay interest on the unpaid amount of the fee to be calculated from the time of transfer at a rate equal to fourteen per cent per annum.

(b) Penalties: Any person who, without fraud or willful intent to defeat or evade a fee imposed by this chapter, fails to pay all or a portion of the fee within thirty days after the time of transfer, shall pay a penalty equal to five per cent of the outstanding fee as determined by the Town for each month or portion thereof thereafter that the fee is not paid in full; provided, however, that in no event shall the amount of any penalty imposed hereunder exceed twenty-five per cent of the unpaid fee due at the time of transfer. Whenever the Town determines that all or a portion of a fee due under this chapter was unpaid due to fraud with intent to defeat or evade the fee imposed by this chapter, a

penalty equal to the amount of said fee as determined by the Town shall be paid by the seller in addition to said fee.

SECTION 7. (a) The Town shall notify the purchaser and the seller by registered or certified mail of any failure to discharge in full the amount of the fee due under this Act and any penalty or interest assessed. The Town shall grant a hearing on the matter of the imposition of said fee, or of any penalty or interest assessed, if a petition requesting such hearing is received by the Town within thirty days after the mailing of said notice. The Town shall notify the purchaser and the seller in writing by registered or certified mail of its determination concerning the deficiency, penalty or interest within fifteen days after said hearing. Any party aggrieved by a determination of the Town concerning a deficiency, penalty or interest may, after payment of said deficiency, appeal to the district or superior court within three months after the mailing of notification of the determination of the Town. Upon the failure to timely petition for a hearing, or appeal to said courts, within the time limits hereby established, the purchaser and seller shall be bound by the terms of the notification, assessment or determination, as the case may be, and shall be barred from contesting the fee, and any interest and penalty, as determined by the Town. All decisions of said courts shall be appealable. Every notice to be given under this section by the Town shall be effective if mailed by certified or registered mail to the purchaser or the seller at the address stated in a recorded or registered instrument by virtue of which the purchaser holds any interest in land, the transfer of which gives rise to the fee which is the subject of such notice; and if no such address is stated or if such transfer is not evidenced by an instrument recorded or registered in the public records in Nantucket County, such notice shall be effective when so mailed to the purchaser or seller in care of any person appearing of record to have a fee interest in such land, at the address of such person as set forth in an instrument recorded or registered in Nantucket County.

(b) All fees, penalties and interest required to be paid pursuant to this chapter shall constitute a personal debt of the seller and may be recovered in an action of contract or in any other appropriate action, suit or proceeding brought by the Town; said action, suit or proceeding shall be subject to the provisions of chapter two hundred and sixty of the General Laws.

(c) If any seller liable to pay the fee established by this act neglects or refuses to pay the same, the amount, including any interest and penalty thereon, shall be a lien in favor of the Town upon all property and rights to property, whether real or personal, belonging to either such purchaser or such seller. Said lien shall arise at the time of transfer and shall continue until the liability for such amount is satisfied. Said lien shall in any event terminate not later than six years following the time of transfer. Said lien shall not be valid as against any mortgagee, pledgee, purchaser or judgment creditor unless notice thereof has been filed by the Town (i) with respect to real property or fixtures, in the registry of deeds for Nantucket County, or (ii) with respect to personal property, in the office in which a security or financing statement or notice with respect to the property would be filed in order to perfect a nonpossessory security interest belonging to the person named in the relevant notice, subject to the same limitations as set forth in section fifty of chapter sixty-two C of the General Laws.

(d) Sellers applying for an exemption under subsections (a) through (n) of section four shall be required at the time of application for exemption to execute an agreement

legally binding on sellers and separately legally binding upon any Legal Representative of the sellers (1) assuming complete liability for any fee, plus interest and penalties if any, waived on account of an allowed exemption subsequently determined to have been invalid, and (2) submitting to the jurisdiction of the trial court of the commonwealth sitting in Nantucket County. Fees, plus interest and penalties if any, shall be calculated as of the date of the initial property transfer. Execution of the above-described agreement shall not be required of any mortgagee, pledge, purchaser or judgment creditor unless notice of the agreement has been recorded or filed by the Town.

In any case where there has been a refusal or neglect to pay any fee, interest or penalties imposed by this act, whether or not levy has been made, the Town, in addition to other modes of relief, may direct a civil action to be filed in a district or superior court of the commonwealth to enforce the lien of the Town under this section with respect to such liability or to subject any property of whatever nature, of the delinquent, or in which he has any right, title or interest, to the payment of such liability.

The Town may issue a waiver or release of any lien imposed by this section. Such waiver or release shall be conclusive evidence that the lien upon the property covered by the waiver or release is extinguished.

SECTION 8. The fee described in section 2 shall be of a ten-year duration from the date this act shall take effect. This fee may continue for five-year periods by a majority vote at a Town Meeting authorizing the fee. The fee described by section 2 may be (1) decreased, or (2) eliminated by two-thirds vote of Town Meeting. In the event that Town Meeting votes to eliminate the fee, the balance of any fees previously collected shall be transferred to the Town of Nantucket and held by the treasurer in a separate account, and shall first be used to satisfy any outstanding liabilities or obligations incurred by the Town of Nantucket or the Affordable Housing Trust as a result of imposition of the fee, and the remainder may be expended without further appropriation by the Select Board for affordable housing purposes. In the event that the liabilities and obligations of the Town of Nantucket or the Affordable Housing Trust exceed the amounts transferred to the Town, the fee shall remain in full force and effect until such liabilities and obligations have been satisfied.

SECTION 9. The provisions of this act are severable, and if any provision hereof, including without limitation any exemption from the fee imposed hereby, shall be held invalid in any circumstances such invalidity shall not affect any other provisions or circumstances. This act shall be construed in all respects so as to meet all constitutional requirements. In carrying out the purposes and provisions of this act, all steps shall be taken which are necessary to meet constitutional requirements whether or not such steps are required by statute.

SECTION 10. If the Town has determined that a fee is due by asserting the application of the evasion of fee doctrine described in section 2 then the seller shall have the burden of demonstrating by clear and convincing evidence as determined by the Town that the transfer, or series of transfers, possessed both: (i) a valid, good faith business purpose other than avoidance of the fee set forth in section 2 and (ii) economic substance apart from the asserted fee avoidance benefit. In all such cases, the transferee shall also have the burden of demonstrating by clear and convincing

evidence as determined by the Town that the asserted non-fee-avoidance business purpose is commensurate with the amount of the fee pursuant to section 2 to be thereby avoided.

SECTION 11. Pursuant to state enabling legislation pending with the General Court for the adoption of an act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, the legislative body of a city or town by a majority vote may adopt said act upon the passage of said act by the Senate and the House of Representatives of the General Court, and furthermore, a favorable majority vote of this Article by this Town Meeting is also deemed to be a vote by Town Meeting to adopt said act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, provided the provisions contained herein are consistent with the provisions of said act.

SECTION 12. This act shall take effect ninety (90) days following the date of passage.

ARTICLE 87

(Home Rule Petition: An Act Amending the Charter of the Town of Nantucket to Implement Certain Recommendations of the Town Government Study Committee)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text):*

Article II, Section 2.2 - Town Moderator

The Moderator shall be elected for a term of one year **three years** and shall have all the powers and duties given to moderators under the Constitution and the laws of the Commonwealth, and such additional powers and duties as are authorized by this Charter.

Article II, Section 2.4 - Clerk of the Meeting

The Town Clerk shall serve as Clerk of the Town Meeting. In advance of each Town Meeting, the Town Clerk shall by written notice to the Moderator appoint an Alternate Clerk of the Meeting who shall, during such Town Meeting, serve in the event of absence or disability of the Clerk of the Meeting. If an Alternate Clerk of the Meeting is not appointed or is unable so to serve, the Moderator shall appoint a clerk, **who shall be a registered voter of the town.**

Article II, Section 2.5 - Town Meeting Warrant

...

(b) The Select Board shall publish notice of the issuance of the warrant of each town meeting in a newspaper of general circulation within the town promptly after the issuance of the warrant and make a copy of the warrant available on the town website. After such publication, the Finance Committee shall hold a public hearing on each article and vote its recommendations. For articles that do not call for the Town to raise and appropriate, transfer or borrow sums of money, the Finance Committee may choose to make no recommendation.

(c) The Select Board shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least seven ~~fourteen~~ days prior to the Town Meeting.

(d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

Article II, Section 2.6 - Rights of Nonresident Property Owners

One spokesperson for the Town's nonresident property owners shall be allowed to speak at any annual or special Town Meeting on matters before the Meeting but only at such times during a Meeting as the Moderator may allow and in accordance with the rules of order. The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

Article IV, Section 4.2 - Town Manager

...

(d) In particular, the Town Manager:

...

(14) shall approve and sign warrants for payment before such warrants are submitted to the Select Board; and

Article IV, Section 4.3 - Town Manager Appointments

The Town Manager:

(a) shall appoint the department heads of all Town Administration departments (other than any elected heads), subject to resolution of disapproval pursuant to Section 3.4(a)(4) by the Select Board;

...

Article V, Section 5.4 - Recall of Elected Officials

...

(c) If, within 21 days after the certification date, such recall petition forms signed by at least 20% of registered voters, as established by the Town Clerk as of March 1st of the previous year, with Town residence address shown are returned to the Town Clerk, the Clerk shall, within 14 days, certify the signatures of registered voters, to determine sufficiency of the petition.

(d) If sufficient the Town Clerk shall thereupon submit the petition with date of its certification to the Select Board which shall forthwith give written notice thereof to the officer sought to be recalled. If the officer does not resign within 7 5 days, the Select Board shall not less than 75 days after such certification date order a recall election to be held concurrently with the next annual election for Town officers not less than 75 days after such certification date. The recall election, once ordered, shall proceed, even if the office becomes vacant, in the same manner as for an annual Town election.

(e) The officer sought to be removed may seek renomination, may serve until expiration of the current term of office unless and until a successor is sooner elected, and may not be put twice to the recall process in the same term.

(f) Recall election ballots shall first submit the question:

For the recall of (name and title of officer)

Against the recall of (name and title of officer)

Article VI, Section 6.6 - Time of Taking Effect

This Charter shall take effect on July first next following ratification by the voters of the Town. All Town officers, boards, councils, commissions and committees shall continue to perform their duties until re-appointed or re-elected or until successors to their respective positions are fully appointed or elected or until their duties have been transferred and assumed by another.

Any person holding a Town office or employment under the Town shall continue to retain such office or such employment and shall continue to perform the duties of the office or of the employment until such time as provisions shall have been made in accordance with this Charter for the performance of such duties by another person or agency. No person in the permanent, full time service or employment of the Town shall forfeit pay grade or time in service by reason solely of the adoption of this Charter. All such persons, unless removed in accordance with this Charter, shall be retained in an employment capacity as similar to their former employment capacity as is feasible.

SECTION 2. Continuance of the Charter Commission.

The Town and County Charter Commission elected April 4, 1995 pursuant to Chapter 328 of the Acts of 1992 shall continue to exist until thirty days after the enactment of this

Act and any act that it may recommend in furtherance of a merger of the Town and County of Nantucket, provided that it shall submit a final report of its recommendations as to such a merger by December 31, 1998 and provided further that in no event shall such Commission continue beyond April 4, 2000.

SECTION 3. Ratification by the Voters.

On the official ballot to be used by the Town of Nantucket at the next annual election for Town officers at least two months after enactment of this Act by the General Court, the question shall be placed substantially as follows:

"Shall an act passed, by the General Court in the year 1996 entitled 'An Act providing for a Charter for the Town of Nantucket' be accepted?"

A summary of the Charter to be prepared by the Town and County Charter Commission shall accompany the ballot question described herein.

If the majority of the votes cast in answer to such question is in the affirmative, this Act shall take full effect but not otherwise.

Ratified April 8, 1997

The form of the Special Act shall be as follows:

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.2 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words "one year" and inserting in place thereof the following words:- three years.

SECTION 2. Section 2.4 of said article II of said charter is hereby amended by inserting after the words "Moderator shall appoint a clerk" the following words:- , who shall be a registered voter of the town.

SECTION 3. Subsection (b) of section 2.5 of said article II of said charter is hereby amended by inserting after the words "after the issuance of the warrant" the following words:- and make a copy of the warrant available on the town website.

SECTION 4. Subsection (c) of said section 2.5 of said article II of said charter is hereby amended by striking out the word "seven" and inserting in place thereof the following word:- fourteen.

SECTION 5. Said section 2.5 of said article II of said charter is hereby amended by inserting after subsection (c) the following new subsection:- (d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of which has been requested of them in writing

by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

SECTION 6. Section 2.6 of said article II of said charter is hereby amended by inserting at the end of said section the following words:- The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

SECTION 7. Paragraph (14) of subsection (d) of section 4.2 of article IV of said charter is hereby amended by striking out the words “before such warrants are submitted to the Select Board” and by inserting after the words “shall approve” the following words:- and sign.

SECTION 8. Subsection (a) of section 4.3 of said article IV of said charter is hereby amended by inserting after the words “shall appoint the” the following word:- department.

SECTION 9. Subsection (c) of section 5.4 of article V of said charter is hereby amended by inserting after the words “at least 20% of registered voters” the following words:- , as established by the Town Clerk as of March 1st of the previous year.

SECTION 10. Subsection (d) of said section 5.4 of said article V of said charter is hereby amended by striking out the numeral “7” after the words “does not resign within” and inserting in place thereof the following numeral:- 5.

SECTION 11. Said subsection (d) of said section 5.4 of said article V of said charter is hereby further amended by striking out the words “not less than 75 days after such certification date” and inserting after the words “the Select Board shall” the following words:- not less than 75 days after such certification date.

SECTION 12. Subsection (f) of said section 5.4 of said article V of said charter is hereby amended by inserting after the words “For the recall of (name” the following words:- and title.

SECTION 13. Said subsection (f) of said section 5.4 of said article V of said charter is hereby further amended by inserting after the words “Against the recall of (name” the following words:- and title.

SECTION 14. Article VI of said charter is hereby amended by striking out Section 6.6 in its entirety.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 78 of the 2022 Annual Town Meeting, Article 85 of the 2023 Annual Town Meeting and Article 82 of the 2024 Annual

Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

FINANCE COMMITTEE MOTION: Moved that the Town's representatives in the General Court are hereby requested to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text*):

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Article II, Section 2.5 - Town Meeting Warrant

...

(b) The Select Board shall publish notice of the issuance of the warrant of each town meeting in a newspaper of general circulation within the town promptly after the issuance of the warrant and make a copy of the warrant available on the town website. After such publication, the Finance Committee shall hold a public hearing on each article and vote its recommendations. For articles that do not call for the Town to raise and appropriate, transfer or borrow sums of money, the Finance Committee may choose to make no recommendation.

(c) The Select Board shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least ~~seven~~ **fourteen** days prior to the Town Meeting.

(d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been

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(d) In particular, the Town Manager:

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The Town Manager:

(a) shall appoint the department heads of all Town Administration departments (other than any elected heads), subject to resolution of disapproval pursuant to Section 3.4(a)(4) by the Select Board;

...

Article V, Section 5.4 - Recall of Elected Officials

...

(c) If, within 21 days after the certification date, such recall petition forms signed by at least 20% of registered voters, as established by the Town Clerk as of March 1st of the previous year, with Town residence address shown are returned to the Town Clerk, the Clerk shall, within 14 days, certify the signatures of registered voters, to determine sufficiency of the petition.

(d) If sufficient the Town Clerk shall thereupon submit the petition with date of its certification to the Select Board which shall forthwith give written notice thereof to the officer sought to be recalled. If the officer does not resign within 7 5 days, the Select Board shall not less than 75 days after such certification date order a recall election to be held concurrently with the next annual election for Town officers not less than 75 days after such certification date. The recall election, once ordered, shall proceed, even if the office becomes vacant, in the same manner as for an annual Town election.

(e) The officer sought to be removed may seek renomination, may serve until expiration of the current term of office unless and until a successor is sooner elected, and may not be put twice to the recall process in the same term.

(f) Recall election ballots shall first submit the question:

For the recall of (name and title of officer)

Against the recall of (name and title of officer)

~~Article VI, Section 6.6—Time of Taking Effect~~

~~This Charter shall take effect on July first next following ratification by the voters of the Town. All Town officers, boards, councils, commissions and committees shall continue to perform their duties until re-appointed or re-elected or until successors to their respective positions are fully appointed or elected or until their duties have been transferred and assumed by another.~~

~~Any person holding a Town office or employment under the Town shall continue to retain such office or such employment and shall continue to perform the duties of the office or of the employment until such time as provisions shall have been made in accordance with this Charter for the performance of such duties by another person or agency. No person in the permanent, full time service or employment of the Town shall forfeit pay grade or time in service by reason solely of the adoption of this Charter. All such persons, unless removed in accordance with this Charter, shall be retained in an employment capacity as similar to their former employment capacity as is feasible.~~

~~SECTION 2. Continuance of the Charter Commission.~~

~~The Town and County Charter Commission elected April 4, 1995 pursuant to Chapter 328 of the Acts of 1992 shall continue to exist until thirty days after the enactment of this Act and any act that it may recommend in furtherance of a merger of the Town and County of Nantucket, provided that it shall submit a final report of its recommendations as to such a merger by December 31, 1998 and provided further that in no event shall such Commission continue beyond April 4, 2000.~~

~~SECTION 3. Ratification by the Voters.~~

~~On the official ballot to be used by the Town of Nantucket at the next annual election for Town officers at least two months after enactment of this Act by the General Court, the question shall be placed substantially as follows:~~

~~"Shall an act passed, by the General Court in the year 1996 entitled 'An Act providing for a Charter for the Town of Nantucket' be accepted?"~~

~~A summary of the Charter to be prepared by the Town and County Charter Commission shall accompany the ballot question described herein.~~

~~If the majority of the votes cast in answer to such question is in the affirmative, this Act~~

~~shall take full effect but not otherwise.~~

~~Ratified April 8, 1997~~

The form of the Special Act shall be as follows:

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.2 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words “one year” and inserting in place thereof the following words:- three years.

SECTION 2. Section 2.4 of said article II of said charter is hereby amended by inserting after the words “Moderator shall appoint a clerk” the following words:- , who shall be a registered voter of the town.

SECTION 3. Subsection (b) of section 2.5 of said article II of said charter is hereby amended by inserting after the words “after the issuance of the warrant” the following words:- and make a copy of the warrant available on the town website.

SECTION 4. Subsection (c) of said section 2.5 of said article II of said charter is hereby amended by striking out the word “seven” and inserting in place thereof the following word:- fourteen.

SECTION 5. Said section 2.5 of said article II of said charter is hereby amended by inserting after subsection (c) the following new subsection:- (d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of which has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

SECTION 6. Section 2.6 of said article II of said charter is hereby amended by inserting at the end of said section the following words:- The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

SECTION 7. Paragraph (14) of subsection (d) of section 4.2 of article IV of said charter is hereby amended by striking out the words “before such warrants are submitted to the Select Board” and by inserting after the words “shall approve” the following words:- and sign.

SECTION 8. Subsection (a) of section 4.3 of said article IV of said charter is hereby amended by inserting after the words “shall appoint the” the following word:- department.

SECTION 9. Subsection (c) of section 5.4 of article V of said charter is hereby amended by inserting after the words “at least 20% of registered voters” the following words:- , as established by the Town Clerk as of March 1st of the previous year.

SECTION 10. Subsection (d) of said section 5.4 of said article V of said charter is hereby amended by striking out the numeral “7” after the words “does not resign within” and inserting in place thereof the following numeral:- 5.

SECTION 11. Said subsection (d) of said section 5.4 of said article V of said charter is hereby further amended by striking out the words “not less than 75 days after such certification date” and inserting after the words “the Select Board shall” the following words:- not less than 75 days after such certification date.

SECTION 12. Subsection (f) of said section 5.4 of said article V of said charter is hereby amended by inserting after the words “For the recall of (name” the following words:- and title.

SECTION 13. Said subsection (f) of said section 5.4 of said article V of said charter is hereby further amended by inserting after the words “Against the recall of (name” the following words:- and title.

SECTION 14. Article VI of said charter is hereby amended by striking out Section 6.6 in its entirety.

ARTICLE 88

(Home Rule Petition: An Act Regulating the Application of Nutrient Management and Fertilizer in the Town of Nantucket)

To see if the Town will vote to request its representatives to the General Court to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT RELATIVE TO THE REGULATION OF NUTRIENT MANAGEMENT AND FERTILIZER IN THE TOWN NANTUCKET

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. Notwithstanding the provisions of sections 9 and 10 of chapter 262 of the Acts of 2012 or any other general or special law, the deadline for the adoption of any rule, regulation, or by-law relative to nutrient management and fertilizer guidelines adopted in the Town of Nantucket under chapter 561 of the acts of 1973, shall be extended for a period of two years after the effective date of this act. Such rule, regulation or bylaw shall not be less restrictive than regulations adopted by the department of agricultural resources under section 1 of chapter 262 and shall be done in

conjunction with the University of Massachusetts Amherst Extension to ensure any regulations relative to plant nutrients are consistent with the program's published information, educational materials and other public outreach programs relative to nutrient management and fertilizer guidelines.

Section 2. The act shall take effect upon passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 86 of the 2023 Annual Town Meeting and Article 83 of the 2024 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

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

***AN ACT RELATIVE TO THE REGULATION OF NUTRIENT MANAGEMENT AND
FERTILIZER IN THE TOWN NANTUCKET***

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. Notwithstanding the provisions of sections 9 and 10 of chapter 262 of the Acts of 2012 or any other general or special law, the deadline for the adoption of any rule, regulation, or by-law relative to nutrient management and fertilizer guidelines adopted in the Town of Nantucket under chapter 561 of the acts of 1973, shall be extended for a period of two years after the effective date of this act. Such rule, regulation or bylaw shall not be less restrictive than regulations adopted by the department of agricultural resources under section 1 of chapter 262 and shall be done in conjunction with the University of Massachusetts Amherst Extension to ensure any regulations relative to plant nutrients are consistent with the program's published information, educational materials and other public outreach programs relative to nutrient management and fertilizer guidelines.

Section 2. The act shall take effect upon passage.

ARTICLE 89

(Home Rule Petition: Issuance of Pension Obligation Bonds and Notes)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be

necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

*AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION
OBLIGATION BONDS OR NOTES*

*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. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with the report of a nationally recognized independent consulting firm, which may be the consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly

equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, excepted as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 95 of the 2021 Annual Town Meeting, Article 89 of the 2023 Annual Town Meeting and Article 86 of the 2024 Annual

Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

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

***AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION
OBLIGATION BONDS OR NOTES***

***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. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with the report of a nationally recognized independent consulting firm, which may be the

consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, expected as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

ARTICLE 90

(Home Rule Petition: Conveyance of School Street from County to Town)

To see if the Town will vote to authorize the Select Board to petition the General Court to enact a special act to authorize the transfer and conveyance of all or portions of School Street situated in the Town of Nantucket and the County of Nantucket owned by the County of Nantucket held for highway purposes as described in more detail below and as shown on a map entitled "Conveyance of School Street from County to Town" dated January, 2024 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance described below 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, 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 COUNTY OF NANTUCKET TO CONVEY SCHOOL STREET SITUATED IN THE TOWN AND COUNTY OF NANTUCKET FOR PURPOSES OF CONVEYANCE TO THE TOWN OF NANTUCKET

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. The County of Nantucket is hereby authorized to convey School Street, as shown on a plan of land entitled "Plan of Taking for Nantucket County Commissioners School Street in Nantucket (Surfside) MA.," dated May 26, 1981, prepared by John J. Shugrue, Inc., recorded with Nantucket County Registry of Deeds in Plan Book 12-C-1, owned by the County of Nantucket to the Town of Nantucket for purposes of conveyance.

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, all as shown on a map on file with the Office of the Town Clerk.

Section 2. The provisions of Chapter 30B of the Massachusetts General Laws and any rights of first refusal in the Commonwealth under the provisions of Section 14 of Chapter 34 of the Massachusetts General laws shall not be applicable to any conveyance authorized hereunder.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

NOTE: This home rule petition was approved as Article 89 of the 2024 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not

acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to petition the General Court to enact a special act to authorize the transfer and conveyance of all or portions of School Street situated in the Town of Nantucket and the County of Nantucket owned by the County of Nantucket held for highway purposes as described in more detail below and as shown on a map entitled "Conveyance of School Street from County to Town" dated January, 2024 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance described below 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, 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 COUNTY OF NANTUCKET TO CONVEY SCHOOL STREET SITUATED IN THE TOWN AND COUNTY OF NANTUCKET FOR PURPOSES OF CONVEYANCE TO THE TOWN OF NANTUCKET

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. The County of Nantucket is hereby authorized to convey School Street, as shown on a plan of land entitled "Plan of Taking for Nantucket County Commissioners School Street in Nantucket (Surfside) MA.," dated May 26, 1981, prepared by John J. Shugrue, Inc., recorded with Nantucket County Registry of Deeds in Plan Book 12-C-1, owned by the County of Nantucket to the Town of Nantucket for purposes of conveyance.

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, all as shown on a map on file with the Office of the Town Clerk.

Section 2. The provisions of Chapter 30B of the Massachusetts General Laws and any rights of first refusal in the Commonwealth under the provisions of Section 14 of Chapter 34 of the Massachusetts General laws shall not be applicable to any conveyance authorized hereunder.

Section 3. This act shall take effect upon its passage.

ARTICLE 91

(Home Rule Petition: Real Estate Conveyances from Town of Nantucket to Nantucket Islands Land Bank and/or Sconset Trust, Inc.)

To see if the Town will vote to authorize the Select Board to petition the General Court to enact special legislation consistent with the requirements of Article 97 of the

Amendments to the Constitution of the Commonwealth of Massachusetts to authorize the transfer and conveyance of a certain parcel of land situated at 35 Grove Lane in the Town of Nantucket owned by the Town of Nantucket under the care, custody, control and management of the Conservation Commission for open space and conservation purposes as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance described below 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, and further to authorize the transfer and conveyance of certain parcels of land owned by the Inhabitants of the Town of Nantucket held for open space, conservation or passive recreational purposes, which may include the reservation of any easements or restrictions with regard to the properties, 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 CONSERVATION COMMISSION TO CONVEY A CERTAIN PARCEL OF LAND SITUATED IN THE TOWN FOR PURPOSES OF CONVEYANCE TO THE TOWN OF NANTUCKET UNDER THE CARE, CUSTODY, MANAGEMENT AND CONTROL OF THE SELECT BOARD AND THE TOWN OF NANTUCKET TO CONVEY CERTAIN LAND IN THE TOWN OF NANTUCKET HELD FOR OPEN SPACE, PASSIVE RECREATION OR CONSERVATION PURPOSES TO THE NANTUCKET ISLANDS LAND BANK FOR THE PURPOSES PURSUANT TO ITS LEGISLATION AND/OR TO THE SCONSET TRUST, INC. FOR OPEN SPACE, CONSERVATION AND PASSIVE RECREATION 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 any provisions of any general or special law to the contrary, the Town of Nantucket acting by and through its Conservation Commission, is hereby authorized to convey a certain parcel of land situated at 35 Grove Lane, as shown on a plan of land recorded with the Nantucket County Registry of Deeds in Plan File 8A of land entitled "Plan of Taking for Nantucket County Commissioners School Street in Nantucket (Surfside) MA.," dated May 26, 1981, prepared by John J. Shugrue, Inc., recorded with Nantucket County Registry of Deeds in Plan Book 12-C-1, owned by the Town of Nantucket pursuant to a Deed recorded with the Nantucket County Registry of Deeds in Book 164, Page 228, to the Town of Nantucket acting by and through its Select Board for purposes of conveyance.

Section 2. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding any 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 to the Nantucket Islands Land Bank for the purposes pursuant to its enabling

legislation and/or to the Sconset Trust, Inc. for open space, conservation and passive recreation purposes, and described as follows:

- Tax Assessor's Map 74 as Parcel 71, Low Beach Road (portion of former railroad bed)
- Unnamed way bounded by the eastern sideline of Low Beach Road to the Atlantic Ocean and bounded by 2 Low Beach Road, shown on Tax Assessor's Map 74 as Parcel 74 and 6 Low Beach Road, shown on Tax Assessor's Map 74 as Parcel 76, Siasconset
- Hawthorne Avenue (between Ocean Avenue and the Atlantic Ocean)
- 35 Grove Lane, shown on Tax Assessor's Map 71 as Parcel 342

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, all as shown on a map filed with the Office of the Town Clerk.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

NOTE: This home rule petition was approved as Article 90 of the 2024 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to petition the General Court to enact special legislation consistent with the requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts to authorize the transfer and conveyance of a certain parcel of land situated at 35 Grove Lane in the Town of Nantucket owned by the Town of Nantucket under the care, custody, control and management of the Conservation Commission for open space and conservation purposes as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance described below 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, and further to authorize the transfer and conveyance of certain parcels of land owned by the Inhabitants of the Town of Nantucket held for open space, conservation or passive recreational purposes, which may include the reservation of any easements or restrictions with regard to the properties, 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 CONSERVATION COMMISSION TO CONVEY A CERTAIN PARCEL OF LAND SITUATED IN THE TOWN FOR PURPOSES OF CONVEYANCE TO THE TOWN OF NANTUCKET

UNDER THE CARE, CUSTODY, MANAGEMENT AND CONTROL OF THE SELECT BOARD AND THE TOWN OF NANTUCKET TO CONVEY CERTAIN LAND IN THE TOWN OF NANTUCKET HELD FOR OPEN SPACE, PASSIVE RECREATION OR CONSERVATION PURPOSES TO THE NANTUCKET ISLANDS LAND BANK FOR THE PURPOSES PURSUANT TO ITS LEGISLATION AND/OR TO THE SCONSET TRUST, INC. FOR OPEN SPACE, CONSERVATION AND PASSIVE RECREATION 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 any provisions of any general or special law to the contrary, the Town of Nantucket acting by and through its Conservation Commission, is hereby authorized to convey a certain parcel of land situated at 35 Grove Lane, as shown on a plan of land recorded with the Nantucket County Registry of Deeds in Plan File 8A of land entitled "Plan of Taking for Nantucket County Commissioners School Street in Nantucket (Surfside) MA.," dated May 26, 1981, prepared by John J. Shugrue, Inc., recorded with Nantucket County Registry of Deeds in Plan Book 12-C-1, owned by the Town of Nantucket pursuant to a Deed recorded with the Nantucket County Registry of Deeds in Book 164, Page 228, to the Town of Nantucket acting by and through its Select Board for purposes of conveyance.

Section 2. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding any 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 to the Nantucket Islands Land Bank for the purposes pursuant to its enabling legislation and/or to the Sconset Trust, Inc. for open space, conservation and passive recreation purposes, and described as follows:

- Tax Assessor's Map 74 as Parcel 71, Low Beach Road (portion of former railroad bed)
- Unnamed way bounded by the eastern sideline of Low Beach Road to the Atlantic Ocean and bounded by 2 Low Beach Road, shown on Tax Assessor's Map 74 as Parcel 74 and 6 Low Beach Road, shown on Tax Assessor's Map 74 as Parcel 76, Siasconset
- Hawthorne Avenue (between Ocean Avenue and the Atlantic Ocean)
- 35 Grove Lane, shown on Tax Assessor's Map 71 as Parcel 342

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, all as shown on a map filed with the Office of the Town Clerk.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

ARTICLE 92

(Home Rule Petition: An Act Amending the Charter of the County of Nantucket)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the Nantucket County Charter by striking out, in every instance in which they appear, the words "Board of Selectmen" and inserting in place thereof the words "Select Board," and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage:

AN ACT MAKING THE CHARTER OF THE COUNTY OF NANTUCKET GENDER NEUTRAL

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. The first sentence of section 2.2 of article II of the charter of the county of Nantucket is hereby amended by striking out the word "Selectmen," and inserting in place thereof, in each instance, the following words:- select board members.

SECTION 2. Section 2.2 of said article II of said charter is hereby further amended by adding the following clause:-

The select board shall have the full role of and all of the powers and authority of a board of selectmen under any general or special law and its members and officers shall have the full role of and all of the powers and authority of the members and officers of a board of selectmen under any general or special law.

SECTION 3. The first paragraph of section 2.3 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen," in each instance in which they appear, and inserting in place thereof, in each instance, the following words:- select board.

SECTION 4. Subsection (d) of section 2.8 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- select board.

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

Or take any other action related thereto.

NOTE: This home rule petition was approved as Article 91 of the 2023 Annual Town Meeting and Article 91 of the 2024 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to

request the Town's representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the Nantucket County Charter by striking out, in every instance in which they appear, the words "Board of Selectmen" and inserting in place thereof the words "Select Board," and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage:

AN ACT MAKING THE CHARTER OF THE COUNTY OF NANTUCKET GENDER NEUTRAL

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. The first sentence of section 2.2 of article II of the charter of the county of Nantucket is hereby amended by striking out the word "Selectmen," and inserting in place thereof, in each instance, the following words:- select board members.

SECTION 2. Section 2.2 of said article II of said charter is hereby further amended by adding the following clause:-

The select board shall have the full role of and all of the powers and authority of a board of selectmen under any general or special law and its members and officers shall have the full role of and all of the powers and authority of the members and officers of a board of selectmen under any general or special law.

SECTION 3. The first paragraph of section 2.3 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen," in each instance in which they appear, and inserting in place thereof, in each instance, the following words:- select board.

SECTION 4. Subsection (d) of section 2.8 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- select board.

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

ARTICLE 93

(Real Estate Acquisition: Parcels Abutting Tom Nevers Road and Real Estate Conveyance: Tom Nevers Road and Parcels Abutting Tom Nevers Road)

To see if the Town will vote to authorize the Select Board to acquire by gift or purchase for roadway and bicycle path purposes certain parcels of land abutting Tom Nevers Road, in the Town and County of Nantucket, shown on Layout Sheets 1-9 entitled "The Commonwealth of Massachusetts Plan of Road in the Town of Nantucket, Nantucket County Laid Out as a Highway by the Department of Public Works dated October 30, 1956 and filed with the Nantucket Registry District of the Land Court as Parcel Nos. 1, 2, 33, 37, 40-59 inclusive, 61-71 inclusive, and Parcels D-2-F and Parcel D-3-F, and Parcels 32A, Parcel 39A and Parcel 60B, more particularly described in Certificate of Title No. 4240 filed with said Registry District of the Land Court; and further

to authorize the Select Board to convey or otherwise dispose of the fee title in Tom Nevers Road as shown on the above-referenced Layout Plan and on Land Court Plan No. 5004-L filed with said Registry District of the Land Court and the above-described parcels of land abutting Tom Nevers Road to the County of Nantucket for roadway and bicycle path purposes, such conveyance to be on such terms and conditions as the Select Board deem appropriate.

All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by gift or purchase for roadway and bicycle path purposes certain parcels of land abutting Tom Nevers Road, in the Town and County of Nantucket, shown on Layout Sheets 1-9 entitled "The Commonwealth of Massachusetts Plan of Road in the Town of Nantucket, Nantucket County Laid Out as a Highway by the Department of Public Works dated October 30, 1956 and filed with the Nantucket Registry District of the Land Court as Parcel Nos. 1, 2, 33, 37, 40-59 inclusive, 61-71 inclusive, and Parcels D-2-F and Parcel D-3-F, and Parcels 32A, Parcel 39A and Parcel 60B, more particularly described in Certificate of Title No. 4240 filed with said Registry District of the Land Court; and further to authorize the Select Board to convey or otherwise dispose of the fee title in Tom Nevers Road as shown on the above-referenced Layout Plan and on Land Court Plan No. 5004-L filed with said Registry District of the Land Court and the above-described parcels of land abutting Tom Nevers Road to the County of Nantucket for roadway and bicycle path purposes, such conveyance to be on such terms and conditions as the Select Board deem appropriate.

ARTICLE 94

(Real Estate Disposition: Long-term Lease of Portions of 48 Sparks Avenue and Access and Utility Easements)

To see if the Town will vote to authorize the Select Board to lease for a term not to exceed ninety-nine (99) years to the Nantucket Education Trust, Inc. a portion of 48 Sparks Avenue, Nantucket, located on a portion of Town-owned property located on Town Assessor's Map 55 as Parcel 242, containing 40,010± square feet, and shown as "Proposed Lease Lot" on a plan entitled "Lease Plan, 48 Sparks Avenue & Cow Pond Lane, Nantucket, Massachusetts, Assessor's Map 55, Parcel 242," dated December 30, 2024, prepared by Site Design Engineering, LLC," a copy of which is on file with the Office of the Town Clerk, for year-round housing for Nantucket Public Schools staff and to grant non-exclusive rights in the Access Areas, shown on said Plan as "Proposed Access Area 1" containing 1,154± square feet, "Proposed Access Area 2" containing 1,729± square feet, "Proposed Access Area 3" containing 405± square feet, and "Proposed Access Area 4" containing 6,402± square feet for access and utility purposes located over portions of the Town-owned property at 48 Sparks Avenue and 8 Cow Pond Lane, all as shown on said Lease Plan," the lease and easements being on such terms and conditions as the Select Board deems appropriate, and the reservation of any easements or restrictions in regard to the subject property.

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

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to lease for a term not to exceed ninety-nine (99) years to the Nantucket Education Trust, Inc. a portion of 48 Sparks Avenue, Nantucket, located on a portion of Town-owned property located on Town Assessor's Map 55 as Parcel 242, containing 40,010± square feet, and shown as "Proposed Lease Lot" on a plan entitled "Lease Plan, 48 Sparks Avenue & Cow Pond Lane, Nantucket, Massachusetts, Assessor's Map 55, Parcel 242," dated December 30, 2024, prepared by Site Design Engineering, LLC," a copy of which is on file with the Office of the Town Clerk, for year-round housing for Nantucket Public Schools staff and to grant non-exclusive rights in the Access Areas, shown on said Plan as "Proposed Access Area 1" containing 1,154± square feet, "Proposed Access Area 2" containing 1,729± square feet, "Proposed Access Area 3" containing 405± square feet, and "Proposed Access Area 4" containing 6,402± square feet for access and utility purposes located over portions of the Town-owned property at 48 Sparks Avenue and 8 Cow Pond Lane, all as shown on said Lease Plan," the lease and easements being on such terms and conditions as the Select Board deems appropriate, and the reservation of any easements or restrictions in regard to the subject property.

ARTICLE 95

(Real Estate Disposition: Utility Easement - Portion of 10 Nobadeer Farm Road/Airport Housing)

To see if the Town will vote to authorize the Select Board in its capacity and also acting through its Airport Commission to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high voltage electrical current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across, and upon certain portions of a parcel of Town-owned land at 10 Nobadeer Farm Road f/k/a 10 Sun Island Road and being Land described in deed dated January 23, 1980 and recorded as Document No. 22105, Certificate of Title No. 9094, being a portion of Lot 66 on Land Court Plan 26984-U, filed with the Nantucket Registry District for the Land Court, and designated by the Town of Nantucket Tax Assessor's office as Map 69, Parcel 3.1; as more particularly shown on an Easement Sketch Plan dated November 3, 2023 prepared for: Nantucket Airport Commission and filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Nantucket Memorial Airport Commission)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized in its capacity and also acting through its Airport Commission to convey a perpetual non-

exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high voltage electrical current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across, and upon certain portions of a parcel of Town-owned land at 10 Nobadeer Farm Road f/k/a 10 Sun Island Road and being a parcel of land described in the deed dated January 23, 1980 and filed with said Registry District of the Land Court as Document No. 22105, Certificate of Title No. 9094, being a portion of Lot 66 on Land Court Plan No. 26984-U, filed with the Nantucket Registry District of the Land Court, and designated by the Town of Nantucket Tax Assessor's office as Map 69, Parcel 3.1; as more particularly shown on an Easement Sketch Plan dated November 3, 2023 prepared for: Nantucket Airport Commission and filed with the Office of the Town Clerk.

ARTICLE 96

(Real Estate Disposition: Utility Easements/Airport)

To see if the Town will vote to authorize the Select Board in its capacity and also acting through its Airport Commission to convey perpetual non-exclusive easements to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across, and upon certain portions of three (3) parcels of Town-owned land at 14 Airport Road being (i) Land described in deed dated June 12, 1941, recorded as Document No. 3850, Certificate of Title No. 2503, shown as Lot D5 on Land Court Plan 14342-C, filed with the Nantucket Registry District for the Land Court, and designated by the Town of Nantucket Tax Assessor's office as Map 78, Lot 1; (ii) Land described in Order of Taking dated September 8, 1941, recorded with Nantucket County Registry of Deeds in Book 109, Page 409, and designated by the Town of Nantucket Tax Assessor's office as Map 78, Lot 17; and (iii) Land described in Order of Taking dated March 11, 1958, recorded with Nantucket Registry of Deeds in Book 117, Page 551, and designated by the Town of Nantucket Tax Assessor's office as Map 79, Lot 12; all as more particularly shown on an Easement Sketch Plan dated July 1, 2024 prepared for: Nantucket Memorial Airport and filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Nantucket Memorial Airport Commission)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized in its capacity and also acting through its Airport Commission to convey perpetual non-exclusive easements to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across, and upon certain portions of three (3) parcels of Town-owned land at 14 Airport Road being (i) a certain parcel of land described in the deed dated June 12, 1941, filed as Document No. 3850, Certificate of Title No. 2503, shown as Lot D5 on Land Court

Plan No. 14342-C, filed with the Nantucket Registry District of the Land Court, and designated by the Town of Nantucket Tax Assessor's office as Map 78, Lot 1; (ii) a certain parcel of land described in Order of Taking dated September 8, 1941, recorded with Nantucket County Registry of Deeds in Book 109, Page 409, and designated by the Town of Nantucket Tax Assessor's office as Map 78, Lot 17; and (iii) a certain parcel of land described in Order of Taking dated March 11, 1958, recorded with Nantucket Registry of Deeds in Book 117, Page 551, and designated by the Town of Nantucket Tax Assessor's office as Map 79, Lot 12; all as more particularly shown on an Easement Sketch Plan dated July 1, 2024 prepared for: Nantucket Memorial Airport and filed with the Office of the Town Clerk.

ARTICLE 97

(Real Estate Disposition: Utility Easement/16 Broad Street)

To see if the Town will vote to authorize the Select Board to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across and upon a certain portion of Town-owned land known as 16 Broad Street, Assessor's Map 42.4.2, Parcel 30, shown on a sketch entitled "National Grid, 16 Broad St Nantucket, MA, Sketch to Accompany Easement for: the proposed install of (1) 3 phase switchgear module, and (2) sections of concrete encased conduit on private property; WR 30854670, Scale: NTS, Drawn By: AM, Date: 11/19/24"; said easement area being shown on a plan filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across and upon a certain portion of Town-owned land known as 16 Broad Street, Assessor's Map 42.4.2, Parcel 30, shown on a sketch entitled "National Grid, 16 Broad St Nantucket, MA, Sketch to Accompany Easement for: the proposed installation of one (1) 3 phase switchgear module, and two (2) sections of concrete encased conduit on private property; WR 30854670, Scale: NTS, Drawn By: AM, Date: 11/19/24"; said easement area being shown on a plan filed with the Office of the Town Clerk.

ARTICLE 98

(Real Estate Disposition: Utility Easement/Waite Drive)

To see if the Town will vote to authorize the Select Board to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across and upon a certain portions of Town-owned land shown as Lot 26, Lot 27, Lot 94 and Lot 95B, and a certain portion of the public way named Waitt Drive on a Plan of Land recorded with the Nantucket County Registry of Deeds as Plan No. 2024-13, and shown on a sketch entitled "National Grid, Inst. UG Primary conductors, Inst. 300kva padmounted XFMR, 19 Waitt Dr, Nantucket, Mass, 02554, Date: 12/3/2024, Designer: VAZQUEZJ, WR 30929294"; said easement area being shown on a plan filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an underground electric distribution system in, through, under, over, across and upon certain portions of Town-owned land shown as Lot 26, Lot 27, Lot 94 and Lot 95B, and a certain portion of the public way named Waitt Drive on a Plan of Land recorded with the Nantucket County Registry of Deeds as Plan No. 2024-13, and shown on a sketch entitled "National Grid, Inst. UG Primary conductors, Inst. 300kva padmounted XFMR, 19 Waitt Dr, Nantucket, Mass, 02554, Date: 12/3/2024, Designer: VAZQUEZJ, WR 30929294"; said easement area being shown on a plan filed with the Office of the Town Clerk.

ARTICLE 99

(Real Estate Disposition: Conveyance of 7 Amelia Drive to The Nantucket Affordable Housing Trust Fund)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title to a certain parcel of land located at 7 Amelia Drive, Nantucket, being a portion of Town Assessor's Map 67, Parcel 434, containing 7,756± square feet, and being shown as Lot 26 on a plan entitled "Lot & Road Way Layout Plan Road A (South) and Amelia Drive, Nantucket, Mass., prepared for Town of Nantucket," dated May 22, 2023, prepared by Blackwell & Associates, Inc., recorded with the Nantucket Registry of Deeds as Plan No. 2023-27, to The Nantucket Affordable Housing Trust for those purposes for which it is authorized by virtue of the Declaration of Trust dated February 8, 2010, recorded with said Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, and amended by Second Amendment to Declaration of Trust dated February 20, 2024, recorded with said Deeds in Book 1967, Page 293, which may include the mixed use of the property for affordable

housing and for commercial use by a lawfully organized non-profit corporation, on such terms and conditions as the Select Board deems appropriate.

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

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee title to a certain parcel of land located at 7 Amelia Drive, Nantucket, being a portion of Town Assessor's Map 67, Parcel 434, containing 7,756± square feet, and being shown as Lot 26 on a plan entitled "Lot & Road Way Layout Plan Road A (South) and Amelia Drive, Nantucket, Mass., prepared for Town of Nantucket," dated May 22, 2023, prepared by Blackwell & Associates, Inc., recorded with the Nantucket Registry of Deeds as Plan No. 2023-27, to The Town of Nantucket Affordable Housing Trust Fund for those purposes for which it is authorized by virtue of the Declaration of Trust dated February 8, 2010, recorded with said Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, and amended by Second Amendment to Declaration of Trust dated February 20, 2024, recorded with said Deeds in Book 1967, Page 293, which may include the mixed use of the property for affordable housing and for commercial use by a lawfully organized non-profit corporation, on such terms and conditions as the Select Board deems appropriate.

ARTICLE 100

(Real Estate Acquisition: 3, 5, 7 and 9 South Shore Road)

To see if the town will vote to authorize the Town of Nantucket, acting through its Select Board, to acquire by purchase, gift or eminent domain, the land at 3, 5, 7, and 9 South Shore Road (Nantucket Assessors Map 67, Parcels 336, 336.9, 336.8, and 336.7), being 13 acres more or less, for the purposes of locating the new replacement Town-owned and town-operated nursing home Our Island Home; and for the purpose of locating a town developed affordable housing facility of 40 affordable units which the present private sector property owner has asserted that it is unable to build; and for the further purpose of locating two (2) athletic school playing fields; and finally to set aside land for open space and walking trails;

and to raise and appropriate, transfer from available funds or borrow pursuant to any applicable statute, a sum of money for the purposes of this acquisition, and to meet this appropriation that the Treasurer of the Town, with the approval of the Select Board be authorized to borrow, provided however, that any borrowing appropriation shall not take effect unless or until a debt exclusion ballot question is voted pursuant to Proposition Two and One Half,

or to take any other action related thereto.

(Meghan Glowacki, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 101

(Signs; Satellite Dishes; Rooflines Proposal)

To see if the Town will vote to:

Modify "Chapter 124 Signs; Satellite Dishes; Rooflines" to strengthen, and create a more easily readable and understandable chapter and sub-text.

Note:

1. Intent of this submission is to open a path for the Nantucket Historic District Commission to, itself and through its Organizational Focus Committee, directly address the matters outlined above, with the following assistance.

2. Proponents of this submission seek adoption and support by applicable Town Leadership as follows: Their review and, as may be necessary, modification of to-be-provided language (supplied by the initial proponent), within the established timeline for Town-sponsored articles to be presented to 2025 ATM for vote; and, their submission of the same for a 2025 ATM vote.

(Stephen Welch, et al)

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

ARTICLE 102

(Ground Cover Allowance Proposal)

To see if the Town will vote to:

Allow a modest increase in the allowable ground coverage on lots and modification of lot setback requirements, on a case-by-case basis, and with protections in place for community goals to support relocation and re-use of prior existing, third-party residential structures that may otherwise be carted to the dump.

Note:

1. Intent of this submission is to kick-start discussion and action leading to a path for re-use of structures on lots that would (due to ground cover and/or setback requirements) otherwise be precluded from any allowance for re-use structures of a certain size or configuration. This, in exchange for relatively minuscule additional residential density (scattered organically) around the island.

2. An organized process, referencing established review and approval processes (e.g., by waiver, variance, special permit, or site plan review--by an existing regulatory authority) requiring relevant documentation (such as at minimum site plans and architectural drawings) is anticipated and encouraged.

3. Proponents of this submission seek adoption and support by applicable Town Leadership as follows: Their review and, as may be necessary, modification of to-be-provided language (supplied by the initial proponent), within the established timeline for Town-sponsored articles to be presented to 2025 ATM for vote; and, their submission of the same for a 2025 ATM vote.

4. Not worst case, proponents intend to open discussion of the topic to 2025 ATM.

(Stephen Welch, et al)

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

ARTICLE 103

(Appropriation: Stabilization Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of the Stabilization Fund in accordance with Chapter 40 section 5B of the Massachusetts General Laws, from which appropriations may be made by a two-thirds vote of an Annual or Special Town Meeting for any purpose for which a municipality may borrow money or for any other lawful purpose; said sum not to exceed ten percent (10%) of the Fiscal Year 2025 tax levy.

Or to take any other action related thereto.

(Select Board)

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

ARTICLE 104

(Appropriation: Free Cash)

To see what sum the Town will vote to transfer from Free Cash in the treasury to meet the appropriations for the current and/or ensuing Fiscal Year and to authorize the Assessors to use in the fixing the tax rate, pass any vote; or to take any other action related thereto.

(Select Board)

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

PLANNING BOARD REPORT

Chapter 40A, section 5 of the Massachusetts General Laws authorizes the Planning Board (hereafter the Board) to issue an advisory report to Town Meeting. Although motions for Articles 31 through 67 are printed in the Warrant, this report provides additional information to help voters understand the basis for each motion. In an effort to provide better information about the planning process, the Board has added a report and glossary to the Warrant since 2011. The Board is guided by the approved Master Plan, unanimously accepted by Town Meeting in April of 2009¹. Overall, the Board's motions are consistent with the goals and policies of the Master Plan, they advance and implement the goals, and they represent a balanced approach to guiding the community's future physical development.

As a part of the Planning Board motion, for some articles, the Board included a determination establishing a reduction in voting threshold from 2/3 to a simple majority as a result of Chapter 358 of the Acts of 2020 (sometimes referred to as the economic development legislation of 2020).

Articles 31 through 41 (sponsored by the Board) and Articles 57 through 64 (submitted by citizen petition) are Zoning Map changes.

Articles 42 through 56 (sponsored by the Board) and Articles 65, 66, and 67 (submitted by citizen petition) are Zoning Bylaw (hereafter Bylaw) changes.

The proposed map changes that were recommended by the Board match the existing character of the area with the designated zoning districts and advance Master Plan objectives. The Board considered compliance with the Master Plan, including, but not limited to, such policies as:

- Advancing Master Plan actions identified in the "Zoning District Implementation Schedule"²
- Better manage the design and location of new commercial development³
- Matching zoning districts with the character of the surrounding area⁴

Board sponsored map changes in Articles 31 through 37 implement the continued RC-2 and RC phase out. The intent of the map change in Article 39 is to revert a portion of the property that was inadvertently included as open space, but is privately owned, back to the ROH district, which aligns with the remainder of the property. Article 38 is a proposed change from a residential district to a commercial district, where two of the three properties historically have operated as commercial inns. Article 40 is a proposed change from a residential district to a commercial district to match the use on the property and the abutting properties and uses.

¹ Warrant Article 26 of the 2009 Annual Town Meeting

² 2009 Nantucket Master Plan, Figure 39, page 90 (Articles 31-37)

³ 2009 Nantucket Master Plan, Goal 2.3, page 91 (Articles 36 and 40)

⁴ 2009 Nantucket Master Plan, Goal 2.1, Policy 2.1.3, page 91 (Article 31-40)

Citizen petitions for map changes, Articles 57 through 60 and 62 through 64, did not receive positive recommendations from the Planning Board. Article 61 did receive a positive recommendation from the Planning Board, and the article sponsor voluntarily offered to work with planning and other relevant staff to produce and record deed restrictions limiting use of the property. A list of restrictions will be finalized in advance of Annual Town Meeting and if not, the Planning Board intends to change their recommendation.

All Bylaw amendments proposed by the Board in Articles 42 through 56 received positive recommendations except Article 50 (Cottage Community) and Article 52 (Use Chart - Pickleball) which received a “take no action” recommendation. Articles 43 through 48 incorporate language changes required by the Affordable Homes Act, which was recently adopted by the Legislature. A more detailed explanation of the Affordable Homes Act is in the Glossary (following this report). Article 42 is also related to the Affordable Homes Act, as the proposed temporary moratorium on tertiary dwellings is necessary for the Planning Board to take time to evaluate the impact of the by-right Accessory Dwelling Unit allowance. Article 49 inserts language into the Bylaw that aligns with terminology adopted by and programs available through the Nantucket Affordable Housing Trust. Article 51 is a follow-up to a citizen petition from the 2024 STM, however, this version does not include a commercial component and does not apply to by-right development options. Article 53 inserts definitions and uses into the Bylaw that codify existing practice and add a level of clarity and transparency to what is and is not allowed relative to solar energy systems. Articles 54, 55, and 56 are technical updates.

Bylaw amendments proposed by citizens in Articles 65 (as modified in the Planning Board motion) and 66 received support from the Planning Board. Article 66 was supported by the Board based on their opinion that short term rentals should primarily be regulated through a general bylaw, not through zoning, and Article 67 was inconsistent with that position and received a “take no action” recommendation.

The Board recognizes the hard work of its staff, the active participation by citizens, and appreciates the thoughtful review of these articles by Town Meeting voters. If you have questions or concerns about the zoning articles, we encourage you to seek answers in advance of Town Meeting from individual Board members or contact PLUS staff at 508-325-7587.

ZONING ARTICLE GLOSSARY

The Planning Board has provided this glossary to serve as a summarized reference for selected terms in Articles 31 through 66. The entire Zoning Bylaw (Chapter 139 of the Code of the Town of Nantucket) and maps (under Town Meetings and Elections) can be further researched at www.nantucket-ma.gov.

The intensity regulations for zoning districts identified in the Zoning Map changes are referenced below.

Yard Setback					
District Defined in § 139-3	Minimum Lot Size (square feet)	Front (feet)	Side/Rear (feet)**	Frontage (feet)*	Ground Cover Ratio
VR	20,000	20	10	100	10%
LUG-1	40,000	35	10	100	7%
LUG-2	80,000	35	15	150	4%
LUG-3	120,000	35	20	200	3%
MMD	10 acres	50	50	300	.5%
CMI	5,000	0	0	50	50%
RC	5,000	None	5	40	50%
RC-2	5,000	10	5	40	50%
CN	7,500	10	Side: 5 Rear: 10	50	40%
CTEC	10,000	10	Side: 5 Rear: 10	50	40%
VN	10,000	10	10	50	30%
CI	15,000	20	Side:0 Rear:10	50	50%
VTEC	40,000	30	20	100	25%
CDT	3,750	0	Side:0 Rear:5	35	75%
ROH/SOH	5,000	None	5	50	ROH 40% SOH 50%
R-1/SR-1	5,000	10	5	50	30%
R-5/R-5L	5,000	10	Side: 10 minimum on one side; 5 thereafter Rear: 5	50	40% R-5L 30%
R-10/R-10L/SR-10	10,000	R-10/R-10L: 20 SR-10: 15	R-10/R-10L:10 SR-10: 5	75	25%
R-20/SR-20	20,000	30	10	75	12.5%
R-40	40,000	30	10	75	10%

Area Plan - the Nantucket Planning and Economic Development Commission (NP&EDC) has developed a participatory process to foster and facilitate the implementation of the land use and other relevant sections of the 2009 Master Plan. The areas are designated, mapped, and volunteer advisory members are appointed. The topics that each group evaluates are the nine elements of an MGL Chapter 41 section 81D master plan. A final plan is accepted by the NP&EDC. Final plans have been completed for Brant Point, Madaket, Mid Island, Monomoy, Naushop Crossing, Siasconset, Surfside, and Tom Nevers. Updates to existing plans and the creation of new plans are currently underway. *(Source: Goal 2.2, Policy 2.2.1, Nantucket Master Plan)*

Country Overlay District (COD) - a zoning overlay district encompassing those areas not included in the Town Overlay District. The purpose of the COD is to preserve areas characterized by traditional and historic rural land use patterns and to discourage the spread of dispersed development patterns that promote automobile dependency. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 12B)*

Exclusionary Zoning - zoning that has the effect of keeping out of a community or neighborhood certain groups, or additional population. Techniques such as large-lot zoning, which increase housing costs, have been challenged for their exclusionary effects. *(Source: A Planner's Dictionary (2004). Published by the American Planning Association)*

Ground Cover - The horizontal area of a lot covered at grade by structures, together with those portions of any overhangs which contain enclosed interior space; excluding, for instance, tents, retaining walls, substantially below grade finished or unfinished space, exterior insulation, decks, unenclosed porches, unenclosed roofed overhangs and connectors, entryway hoods and projections, gazebos, pergolas, play structures, platforms and steps, docks, game playing courts at grade, exterior in-ground residential swimming pools, exterior in-ground or above grade hot tub/spas, chimneys, bulkheads, bay and bow windows, window wells, unenclosed breezeways, air conditioning units, generators and generator enclosures, mechanical and utility equipment unroofed walled enclosures, exterior showers, fuel tanks, roof eaves, trash bins, and one detached shed not exceeding 200 square feet in ground cover and 16 feet in height, as measured from the top of the slab, pier, or crawl space foundation. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 2)*

Inclusionary Housing - refers to a range of policies and practices that mandate or provide incentives for the inclusion of affordable housing units in new developments to encourage mixed-income neighborhoods and increase the supply of affordable housing. *(Source: Planetizen <https://www.planetizen.com/definition/inclusionary-zoning>)*

Overlay District - establishes alternative zoning requirements to address area specific needs, to promote specific development projects, or to meet specific community goals. *(Source: American Planning Association <https://www.planning.org/divisions/planningandlaw/propertytopics.htm#Overlay>)*

Special Permit - requires a super-majority (4 out of 5 members in favor) vote of the special permit granting authority. Special permits may impose conditions, safeguards, and limitations intended to ensure that the use or structure is in harmony with the general purpose and intent of the Zoning Bylaw. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 30)*

Spot Zoning - the Massachusetts Supreme Judicial Court found that spot zoning occurs where one lot or a small area has been singled out for treatment less onerous than that imposed upon nearby, indistinguishable properties. The Court of Appeals has found that spot zoning arises “where a zoning change is designed solely for the economic benefit of the owner of the property receiving special treatment and is not in accordance with a well considered plan for the public welfare.” *(Source: Massachusetts Municipal Association)*

“In assessing spot zoning challenges, it is quite proper to consider the effect of the zoning change on the municipality as a whole. The court now favours a balancing test to assess a spot zoning challenge. This is especially important where the growth of the municipality has been addressed by a plan.” Challenges alleging spot zoning have a heavy burden of proof, as great weight is given to validity arising from the Town Meeting process. The total area being rezoned is only important where it is not an extension of a district by the inclusion of border lots. Generally, newly established zoning areas greater than two acres are not considered to be a spot zone. *(Source: Bobrowski, Mark “Handbook of Massachusetts Land Use and Planning Law” pages 91through 95)*

Town Overlay District (TOD) - a zoning overlay district encompassing those areas not included in the Country Overlay District. The purpose of the TOD is to encourage development within an area where infrastructure already exists or can be extended without undue expense, to create opportunities to produce affordable housing for year-round residents through in-fill development and to create development patterns that are conducive to service by alternatives to the automobile, such as transit, bicycle, and pedestrian systems. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 12A).*

Affordable Homes Act - On August 6, 2024, Governor Maura Healey signed the Affordable Homes Act into law. The historic legislation authorizes \$5.16 billion in spending over the next five years along with nearly 50 policy initiatives to counter rising housing costs caused by high demand and limited supply (from www.mass.gov). Specifically, Section 8 of Chapter 150 of the Acts of 2024 allows for the creation of by right accessory dwelling units in all municipalities across the Commonwealth. Regulations regarding the creation of accessory dwelling units can be found at <https://www.mass.gov/doc/760-cmr-7100-protected-use-adus-final-version/download>. Additionally, the Affordable Homes Act created the “Seasonal Communities Designation” a framework for communities, such as Nantucket, to develop policies and programs through the Seasonal Communities Advisory Council’s recommendation to

the Executive Office of Housing and Livable Communities that is intended to target and align with our community's unique needs.

ZONING DISTRICTS BY LAND AREA

(Updated through November 2024)

In 2005, when the Planning Board first began the research necessary to draft the Master Plan, 8.65% of the island was in a high density (minimum lots size of 5,000 square feet or less) zoning district and 81.75% was in a low density (minimum lot sizes of 40,000 square feet or more) zoning district. Today, 3.33% of the island is in a high density zoning district and 86.96% is in a low density zoning district. The amount of land within a moderate density district has remained stable. The chart below demonstrates how the land area of the island contained within each zoning district has changed over time.

	2005		2024	
Zone	Acres	Percentage of Total Land Area	Acres	Percentage of Total Land Area
AH	1.18	0%	0	0%
OIH	4.71	0.01%	4.76	0.01%
ALC	21.01	0.06%	21.01	0.06%
VN	0	0%	20.81	0.06%
VTEC	0	0%	27.65	0.09%
LC	37.93	0.11%	0	0%
CDT	23.48	0.07%	37.55	0.12%
SR-1	48.9	0.15%	25.78	0.08%
CTEC	0	0%	75.76	0.25%
SOH	34.83	0.11%	50.07	0.16%
SR-10	13.91	0.04%	45.21	0.15%
CMI	0	0%	57.96	0.19%
RC	330.39	1%	22.40	0.07%
R-5/5L	0	0%	188.92	0.62%
CN	0	0%	225.29	0.74%
RC-2	1380.7	4%	52.85	0.17%
ROH	209.38	0.6%	227.70	0.75%
VR	0	0%	336.91	1.11%
SR-20	445.86	1.4%	273.63	0.90%
R-1	641.01	1.9%	335.81	1.11%
R-40	0	0%	438.56	1.45%
R-10/10L	346.22	1.05%	437.22	1.45%
CI	0	0%	456.28	1.51%

LUG-1	989.92	3%	996.81	3.31%
R-20	2505	7.6%	1029.72	3.42%
MMD	618.59	1.9%	1,790.02	5.94%
LUG-2	7481.8	22.6%	2236.35	7.42%
LUG-3	17986	54.3%	20693.84	68.744%
TOTAL	33121	99.9%	30108.87	100%

Prepared By: Megan Trudel, AICP, Deputy Director of Planning
Nathan Porter, GIS Coordinator

Data Source: Town of Nantucket GIS Files

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
2025 ANNUAL TOWN ELECTION**



**Tuesday, May 20, 2025 - 7:00 AM - 8:00 PM
Nantucket High School**

To cast their votes in the Annual Town Election for the election of candidates for the following offices:

Moderator	One for a term of one year
Town Clerk	One for a term of three years
Select Board	Two for terms of three years
School Committee	One for a term of three years
Historic District Commission	Two for terms of three years
Nantucket Islands Land Bank Commission	One for a term of five years
Harbor and Shellfish Advisory Board	Three for terms of three years
Nantucket Housing Authority	One for a term of five years
Planning Board	One for a term of one year
Planning Board	One for a term of five years
Nantucket Board of Water Commissioners	One for a term of three years

And, to cast their vote as “YES” or “NO” on the following ballot questions:

1. Debt Exclusion: Supplemental Funding for Public Works Facility Design Improvements

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bonds issued for the purpose of making design improvements to the Department of Public Works facility at 1

Shadbush Road and/or 188 Madaket Road including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto?

2. Debt Exclusion: Our Island Home

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to construct a new Our Island Home facility located at 40 Sherburne Commons Lane, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto?

3. Debt Exclusion: Supplemental Appropriation for Tom Nevers Bike Path

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to make various improvements for the construction of a bike path on Tom Nevers Road including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto?

4. Debt Exclusion for Town Employee Housing Design, Owners Project Manager and Construction Costs

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to construct town employee housing at Waitt Drive, including the cost of Design Services, Owner's Project Manager services, the cost of professional services such as permitting, engineering, construction and any other costs incidental and related thereto?

5. Capital Outlay Exclusion

Shall the Town of Nantucket be allowed to assess an additional \$1,556,000 in real estate and personal property taxes for the following purposes in the amounts as follows for the fiscal year beginning July 1, 2025?

Department	Purpose	Amount
DPW - Central Fleet	Replacement of (2) Assessor's Office Vehicles	\$100,000
DPW - Central Fleet	Ford E-Transit Van Purchase	\$73,000
DPW - Central Fleet	Front-end Loader Replacement	\$282,000
DPW - Central Fleet	10-Wheel Dump Truck Replacement	\$375,000
DPW - Parks	Natural Grass Maintenance Equipment Replacement	\$96,000
Fire Department	Fire Prevention Vehicle Replacement	\$80,000
School Department	Security Camera System Replacement	\$550,000

Total Capital Exclusion	\$1,556,000

6. Non-Binding Public Opinion Advisory Ballot Question

Shall the Town of Nantucket direct the Town Council Study Committee to propose a Charter Revision in the form of a Home Rule Petition to be voted on at a future Town Meeting which would create a Town Council/Town Manager Form of Government, a fair and concise summary of which is set forth below?

The Town Council Study Committee, appointed by the Select Board in response to the vote taken under Article 81 of the 2023 Annual Town Meeting, is proposing consideration of a new charter establishing a Town Council/Town Manager form of government to replace the current Town Manager/Select Board/Town Meeting form of government. The proposed Town Council would serve as the legislative body of the Town and be composed of 9 members, elected at large, for three-year rotating terms, who would be compensated at a rate to be determined by local bylaw. As contemplated, the proposal makes no change to the currently elected multiple member bodies within the Town (except that the Select Board would be abolished.) It would provide for the Town Manager to appoint all other multiple-member bodies, subject to the disapproval of the Town Council, and appoint Town employees within Town Administration as defined by the Town Charter. The proposal would provide several avenues for public access and participation in government, including public comment at Town Council meetings, citizen petitions for proposal of local laws by initiative and referendum for repealing local laws, as well as for recall of Town Councilors. Approval of this non-binding question would be the first step in moving forward with the process for adoption of a new Charter, provided, however, that the proposal as described above is not final, and that in order to formally revise the Charter there will likely be three additional steps: approval at a Town Meeting, approval by the General Court, and acceptance by the voters of the Town at an election.

Town of Nantucket
16 Broad Street
Nantucket, MA 02554

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From: [John W. Giorgio](#)
To: [Libby Gibson](#)
Cc: [Erika Mooney](#); [Lauren F. Goldberg](#); [Devan C. Braun](#); [George X. Pucci](#)
Subject: FW: Short-Term Rentals - Citizen Warrant Articles - Commerce Clause- Implications
Date: Friday, March 21, 2025 1:05:34 PM
Attachments: [South Tahoe measure T ruling.pdf](#)
[KP-#920693-v2-NANT STR Commerce Clause Memo.DOCX](#)

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Dear Libby:

At last night's Select Board meeting, I was asked to provide an analysis of the potential impact of a recent decision in a California case involving a measure enacted by the City of South Lake Tahoe that gave preferential treatment to owners of property that constituted their primary residence in the regulation of short-term rentals. In that case, the court determined that such preferential treatment for primary residents violated the Commerce Clause of the U.S. Constitution. I was specifically asked for an analysis whether any of the four citizen warrant articles on the warrant for the 2025 annual town meeting that propose various types of regulations for short-term rentals would be vulnerable to a legal challenge based on preferential treatment for primary residences.

In prior a legal opinion to the Town, we cited the South Lake Tahoe case as one of the reasons for caution when regulating short-term rentals. Our prior opinion is attached. Now, in a subsequent ruling in the South Lake Tahoe, the court has confirmed that a measure exempting dwelling units that were the primary residence of the owner from certain prohibitions related to short-term rentals unfairly discriminated against other, out-of-state owners without any compelling justification put forward by the City. The recent decision is consistent with an emerging line of federal and state cases finding a Commerce Clause violation for ordinances, bylaws, or measures that made such distinctions in the regulation of short-term rentals where there was a requirement that the owner occupy the property for a specific period of time, as opposed to any other long-term resident.

The short answer is that none of the four citizen articles expressly provide preferential treatment to individuals who are short-term renting their primary residential dwelling unit. There may, however, be certain circumstances where Articles 67 68 and 69 could be construed as implicating the Commerce Clause on its face or as applied.

By way of background, the four articles are summarized below, but the summary is just with respect to the primary residence issue:

Article 66 (Baltzer): This article is a zoning bylaw amendment that would designate short-term rentals as allowed as of right in all zoning districts except one, subject to the requirement that the dwelling units are operated pursuant to a validly issued certificate of registration, and are in compliance with the short-term rental general bylaw (Chapter 123 of the Town Code) and the Board of Health regulations (Chapter 338 of the Town Code). This article is the only one of the four that received a positive recommendation from both the Planning Board and the Finance Committee. The article does not contain any provisions relating to primary residence or length of occupancy requirements by the owner.

Article 67 (McClure) is also a zoning bylaw amendment that classifies short-term rentals as a permitted accessory use as long as the dwelling unit meets certain requirements of the bylaw including a requirement that the owner occupies the dwelling unit at least 30 non-consecutive days in a calendar year (which includes a rental use of at least 6 months a year), and it provides that the dwelling unit may be short-term rented for a maximum of one day less than the total number of days it is occupied by the owner.

Article 68 (Wright): This is a general bylaw that permits short-term rentals as an accessory use as long as the owner occupies the dwelling unit at least 30 non-consecutive days in a calendar year and it provides that the dwelling unit may be short-term rented for a maximum of one day less than the number of days it is occupied by the owner.

Article 69 (Peel) is a general bylaw amendment that places a temporary (36 months) cap on the number of short-term rentals that may operate in the Town. The bylaw also limits the number of days a dwelling unit may be short-term rented in a calendar year to no more than 70 non-consecutive days.

In my opinion, Article 66 would apply to all short-term rentals without regard to residency or occupancy. It does not, therefore, raise any issues under the recent cases finding a Commerce Clause violation.

It is also true that none of the other three include preferential treatment for the primary residence of the owner, but Articles 67 and 68 include minimum occupancy requirements by the owner. It is possible that a challenger might be able to successfully argue that Article 67 and 68, as applied, to a particular set of facts would have the effect of giving preferential treatment to dwelling units that are principal residences of the owners because they both limit the number of days a dwelling unit may be rented to one day less day that the owner occupies the premises. These provisions could be construed as giving a preference to primary residents, especially year-round residents, who could short-term rent their property for a much longer period of time than a seasonal owner. Further, there could also be a facial challenge to Articles 67 and 68, because they require it to be owner occupied for a certain portion of the year as opposed to having an owner or other long-term person live on the property for a certain number of days under some of the non-Tahoe cases. It can be argued, however, that because Article 67 includes an allowance for a long-term rental of at least six months, it is more reasonable from a Commerce Clause analysis. But, the 9th Circuit, for example, has found that to be an important distinction in discriminating against out-of-state owners who could not physically reside on the property. See Rosenblatt v. City of Santa Monica, 940 F.3d 439 (9th Cir. 2019). The same logic was used in Short Term Rental All. of San Diego v. City of San Diego, 2023 WL 3964059, at *7 (S.D. Cal. June 12, 2023) and MDKC, LLC v. City of Kansas City, 2023 WL 6406403, at *1 (W.D. Mo. Oct. 2, 2023).

Article 69 is less problematic because the only limitation is a maximum 70-day short-term rental period without regard to any occupancy requirement.

It is for this reason that a proposed bylaw amendment which grants either expressly or implicitly, preferential treatment for dwelling units that are the primary residence of the owner or that impose occupancy requirements that, as applied, have the effect of such preferential treatment to the rental of primary residences may be subject to constitutional challenge. As you may know, litigants who prevail in a constitutional challenge can obtain their attorney's fees, costs, and interest, so it can be costly for the Town.

In light of the evolving case law out of different states and different circuits on this issue, as previously summarized in our memorandum to the Select Board, it is difficult to predict how a reviewing court might construe a particular bylaw in light of a Commerce Clause analysis. However, it has been our consistent recommendation that the Town stay away from bylaws that provide preferential treatment to primary residences or include unreasonable occupancy requirements.

John

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1 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **IN AND FOR THE COUNTY OF EL DORADO**

3
4
5 **EL DORADO CO. SUPERIOR CT.**

6 **FILED MAR 13 2025**

7 BY *Jared Patti*
8 Deputy

9 SOUTH LAKE TAHOE PROPERTY
10 OWNERS GROUP,
11 Plaintiff,

12 vs.

13 CITY OF SOUTH LAKE TAHOE, a
14 General Law California Municipality
15 Defendant.

Case No.: SC20180243

RULING ON SUBMITTED MATTER

16 The above-entitled matter was set for trial on November 27, 2024 in Department 9 of the
17 above-entitled court, the Honorable Gary S. Slossberg, Superior Court Judge, presiding.
18 Plaintiff, SOUTH LAKE TAHOE PROPERTY OWNERS GROUP (SLTPOG), appeared
19 through its counsel, Andrew F. Pierce. Defendant, CITY OF SOUTH LAKE TAHOE (City),
20 appeared through its counsel, Heather L. Stroud and Daniel J. Bardzell.

21 For the reasons discussed below, the court finds that SLTPOG has standing to maintain
22 this lawsuit, that the permanent resident exception in Measure T is unconstitutional in violation
23 of the Dormant Commerce Clause, and that the permanent resident exception is not severable
24 from the rest of Measure T. As such, the court strikes Measure T as a whole.
25
26
27
28

I. FACTUAL BACKGROUND¹

The City began regulating vacation home rentals (VHRs) in 2003. In 2008, 2011, 2014, 2015, 2016, 2017, and 2018, the City amended its VHR ordinance to increase parking requirements, to regulate nuisance issues (e.g., after-hours noise, hot tub usage hours, and trash), and to increase the penalties for violations. In 2016, the City increased its transient occupancy tax applicable to short-term VHRs by two percent.

On November 6, 2018, voters of South Lake Tahoe passed Measure T, a citizen's initiative. Measure T became effective on December 20, 2018. As a general rule, Measure T prohibits short-term VHRs in residentially-zoned areas after 2021, but continues to allow VHRs in the Tourist Core and non-residentially-zoned areas. However, Measure T created an exception for VHRs of permanent residents' dwellings, termed qualified VHRs (QVHRs). It authorized a permanent resident to let the resident's dwelling up to a total of 30 days per year, subject to obtaining a permit. For the purposes of the exception, a permanent resident is a person who lives in his or her home for the majority of the year and claims a homeowner's property tax exemption.

II. PROCEDURAL HISTORY

SLTPOG is an unincorporated association of owners and managers of VHR properties in the City's residential zones. It brought this action for declaratory and injunctive relief. It claims Measure T violates the federal and state constitutions, state statutes, and common law rights and in particular the rights of due process, privacy privileges and immunities, obligation of contracts, travel, vested rights, and equal protection. SLTPOG also alleges that the initiative

¹The factual background is copied almost verbatim from the order denying SLTPOG's second motion for summary judgment and is consistent with the parties' Statement of Uncontested Facts, admitted into evidence as Exhibit 0.

1 violates state and county laws regulating land use in the Lake Tahoe Basin, was vague and
2 ambiguous, and was beyond the voters' power to adopt.

3 The parties previously filed cross-motions for summary judgment or adjudication. The
4 court denied SLTPOG's motion and granted the City's motion for summary adjudication on all
5 issues except impairment of contracts.

6 SLTPOG filed a petition for writ of mandate with the appellate court. The appellate
7 court denied the petition.

8 Thereafter, the parties stipulated that SLTPOG would dismiss the impairment of
9 contracts claim with prejudice as moot. The City also agreed not to enforce Measure T's
10 occupancy limits during the pendency of this action. The court entered the stipulated order and
11 granted the City's motion for summary judgment.

12 SLTPOG appealed that decision. The appellate court reversed the judgment to the
13 extent the court found that Measure T's exception for resident owners did not violate the
14 Dormant Commerce Clause and remanded the matter for further proceedings. In all other
15 respects, the appellate court affirmed the judgment.

16 The parties then again filed cross-motions for summary judgment or adjudication, both
17 of which were denied by the court. The matter was set for trial on November 27, 2024, at which
18 time no witnesses were called to testify and instead the parties solely made argument relying
19 upon the exhibits admitted into evidence. The court also ruled on the City's objections to
20 portions of the declarations submitted by SLTPOG in support of its claim of standing. The
21 parties stipulated that they each would submit closing briefs by December 13, 2024, at which
22 time the matter would be deemed under submission. Both parties submitted closing briefs by
23 the deadline, and the court took the matter under submission on December 13, 2024.

III. DISCUSSION

A. Standing

As an initial matter, the City claims that SLTPOG lacks standing. “A litigant’s standing to sue is a threshold issue to be resolved before the matter can be reached on its merits.” (*Apartment Assn. of Los Angeles County, Inc. v. City of Los Angeles* (2006) 136 Cal.App.4th 119, 128.) The City argues SLTPOG cannot establish it has standing because (1) at trial SLTPOG failed to submit “any viable evidence that its purported members have mutually consented to join SLTPOG” (Defendant’s Closing Brief at 13:17-18) and (2) SLTPOG “failed to show its purported members have been harmed by Measure T’s QVHR Provisions” (Defendant’s Closing Brief at 13:19).

SLTPOG contends that, since the City did not appeal the court’s prior determination that SLTPOG had standing before the case went up on appeal and given the Court of Appeal issued a ruling on the merits in its decision, implicitly finding that SLTPOG had standing, it is the law of the case that SLTPOG has standing. (Plaintiff’s Closing Brief at 15:19-16:5.) The court rejects this argument and instead agrees with the City that “contentions based on a lack of standing involve jurisdictional challenges and may be raised at any time in the proceeding. [Citations.]” (*Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 438.) As such, the court addresses the challenges to standing brought by the City at trial.

1. Sufficiency of evidence that purported members mutually consented to join SLTPOG

The City claims that SLTPOG failed to follow the minimal level of formality required of unassociated associations to bring a representative lawsuit, particularly evidence of the required mutual consent of its purported members to join SLTPOG. (Defendant’s Closing Brief at 13:23-26.)

1 “[A]n association has standing to bring suit on behalf of its members when: (a) its
2 members would otherwise have standing to sue in their own right; (b) the interests it seeks to
3 protect are germane to the organization’s purpose; and (c) neither the claim asserted nor the
4 relief requested requires the participation of individual members in the lawsuit.” (*Hunt v.*
5 *Washington State Apple Advertising Com.* (1977) 432 U.S. 333, 343; see *Brotherhood of*
6 *Teamsters & Auto Truck Drivers v. Unemployment Ins. Appeals Bd.* (1987) 190 Cal.App.3d
7 1515, 1521–1522.)

9 Code of Civil Procedure § 369.5, subdivision (a) provides that, “[a] partnership or other
10 unincorporated association, whether organized for profit or not, may sue and be sued in the
11 name it has assumed or by which it is known.” (Code Civ. Proc., § 369.5, subd. (a).)

12 The City argues that SLTPOG does not even qualify as an unincorporated association
13 under Corporations Code § 18035² as it has no defined membership, no written record of
14 membership, no appointed leaders, and no decision-making or voting process. However, as was
15 the case when this same issue was raised in the City’s second motion for summary judgment,
16 the City provides no authority for the proposition that an unincorporated association must have
17 this level of formality to maintain a lawsuit. Nor has the City cited any authority for the
18 proposition that there must be a formal acceptance of members into the group. Corporations
19 Code § 18035 merely requires “two or more persons joined by mutual consent.” (Corp. Code, §
20 18035, subd. (a).)

21
22
23 “The criteria applied to determine whether an entity [is capable of suing or being sued
24 as] an unincorporated association are no more complicated than (1) a group whose members
25

26
27 ² Corporations Code section 18035, subdivision (a) provides, “ ‘Unincorporated association’ means an
28 unincorporated group of two or more persons joined by mutual consent for a common lawful purpose, whether
organized for profit or not.” (Corp. Code, § 18035, subd. (a).)

1 share a common purpose, and (2) who function under a common name under circumstances
2 where fairness requires the group be recognized as a legal entity.” (*Barr v. United Methodist*
3 *Church* (1979) 90 Cal.App.3d 259, 266 (*Barr*).)

4 In its closing brief, the City focused on what it deemed to be insufficient evidence that
5 there was mutual consent among SLTPOG’s purported members – that is, that the purported
6 members all agreed “upon the same thing in the same sense.” (*Herzog v. Superior Court* (2024)
7 101 Cal.App.5th 1280, 1293 (*Herzog*), quoting *Sellers v. JustAnswer LLC* (2021) 73
8 Cal.App.5th 444, 460.) The City asserts that the declarations of purported members admitted at
9 trial fail to establish mutual assent.

11 Upon review of the declarations admitted at trial,³ the court disagrees. Per the
12 declarations, the court finds that several individuals joined SLTPOG and that the members of
13 SLTPOG share a common purpose – that is, to oppose Measure T through litigation.
14 Specifically, per the Declaration of Andrew F. Pierce, SLTPOG’s counsel, Michael Szypula and
15 other homeowners met with counsel regarding a potential legal challenge to Measure T and
16 ultimately hired him for this purpose, and counsel has continued to represent SLTPOG since
17 that time. (Exhibit 14 at 1:23-24, 1:27-2:1, 2:3-11, 2:16-23, 3:11-25.) The organization of the
18 group to oppose Measure T is further corroborated by the Declaration of Mark Salmon.
19 (Exhibit 16 at ¶1-4 and 2:14-16.)

21 At trial, SLTPOG admitted into evidence declarations of purported members Elisa
22 Erminero, Michael Szypula, Duggan Smith, Robert McIntyre, and Kimberly Ellis McFadden.
23 (Exhibits 17-21.) Each purported member states in the first sentence of their declaration that
24 they are a member of SLTPOG, and the substance of the declarations makes clear that each is
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26
27 ³At trial, the court heard the City’s evidentiary objections to the declarations submitted by SLTPOG, sustaining in
28 whole or in part many of them. As such, several portions of the declarations were not part of the court’s analysis.

1 aligned with the mission of SLTPOG as articulated in both the Declarations of Andrew F.
2 Pierce and Mark Salmon.

3 Nonetheless, the City argues that there is insufficient evidence of mutual consent
4 between the purported members to form SLTPOG. The court is not persuaded by the City's
5 arguments. Erminero and Szygula are a married couple, and each declares that they have
6 followed the developments of this lawsuit as members of SLTPOG. (Exhibit 17 at 1:28-2:3;
7 Exhibit 18 at 1:28-2:3.) The City points to the fact that Erminero contacted members through a
8 Facebook group for a different organization and that, although Szygula attended a meeting with
9 other homeowners, this meeting was not identified as a meeting of SLTPOG. However, as
10 noted in the Declaration of Andrew F. Pierce, the same Facebook page referenced by Erminero,
11 although for a different organization, was used as an organizing tool for SLTPOG during the
12 initial phase of the litigation. (Exhibit 14 at 2:25-27; see also Exhibit 16 at ¶4.) As to Szygula,
13 the fact that he met with homeowners prior to SLTPOG's formation does not negate his sworn
14 statement that he is a member of SLTPOG and has followed the progress of the litigation.
15 Minimally, the court finds that Erminero and Szygula as a married couple who co-own a
16 property that they allege is affected by Measure T and jointly have followed the litigation as
17 self-identified members meet the threshold of mutual consent to form SLTPOG.

18 As to the remaining purported members who had declarations admitted at trial, the City
19 stresses the lack of evidence that the purported members communicate with, let alone know,
20 each other. The City's argument appears to be that to form an unincorporated association with
21 the capacity to sue the members must meet, whether personally or remotely, and reach
22 agreements as to the purpose of the group. The court finds this formulation overly rigid and
23 unsupported by any authorities cited by the City. If a group exists with a clear purpose and
24

1 individuals state their intention to be members of the groups, whether by joining an online
2 group or by reaching out to a common point of contact, the court finds such would be sufficient
3 to form an unincorporated association with the capacity to sue. Even if the individual members
4 in this hypothetical had no contact with one another, in the court's view this would not change
5 the fact that the members share a common purpose organized under a group with a common
6 name (*Barr* at 266) and that they all agreed "upon the same thing in the same sense" (*Herzog* at
7 1293). In the present matter, the court finds per the declarations that there were common points
8 of contact, SLTPOG's counsel and Mark Salmon, that brought the purported members together
9 for a common purpose. This is sufficient to the court to find mutual consent to form SLTPOG.
10 Thus, in addition to Erminero and Szypula, who on their own as discussed above meet the
11 threshold to be members of SLTPOG, the court finds that Duggan Smith, Robert McIntyre, and
12 Kimberly Ellis McFadden also meet the threshold based on their declarations.
13
14

15 The court is mindful of the City's contentions that the deposition testimony of Erminero
16 and Smith contradict claims of membership in SLTPOG. (Defendant's Closing Brief at 14:24-
17 15:6.) The central points the City appears to make is that Erminero admitted not attending any
18 in-person meetings of SLTPOG and that her only action to join SLTPOG was joining a
19 Facebook group, a group which Smith testified SLTPOG does not have. The court finds
20 credible the claim per the Declaration of Andrew F. Pierce (Exhibit 14), as discussed above, that
21 a Facebook group for a different organization was used as an organizing tool for SLTPOG in its
22 early stages. The court as well does not find attendance at in-person meetings to be a
23 prerequisite to be a member of SLTPOG. Thus, the court rejects the City's contentions
24 regarding the deposition testimony, and the court's analysis remains unchanged.
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1 As such, the court finds sufficient evidence to deem SLTPOG an unincorporated
2 association with standing to sue.

3 2. Whether SLTPOG members have been harmed by Measure T's QVHR provisions

4 The second issue is whether SLTPOG's individual members would otherwise have
5 standing to sue in their own right. So long as one member of the group would have standing,
6 the group does as well. (See *Property Owners of Whispering Palms, Inc. v. Newport Pacific,*
7 *Inc.* (2005) 132 Cal.App.4th 666, 673 ["The United States Supreme Court has repeatedly
8 recognized that an association has standing to sue when 'its members, *or any one of them*, are
9 suffering immediate or threatened injury as a result of the challenged action of the sort that
10 would make out a justiciable case had the members themselves brought suit" (original
11 emphasis)].)

12
13 The City argues that to have a standing SLTPOG must establish that at least one of its
14 members was harmed by the QVHR provisions, as opposed to the general provisions of
15 Measure T already upheld by the Court of Appeal. As to Smith, the City contends that he has a
16 QVHR permit and therefore has not been harmed by the QVHR provisions. As to McIntyre, the
17 City claims that the only properties he owns that would be affected by the QVHR provisions are
18 owned by an LLC, not by McIntyre personally.

19
20 Even assuming arguendo that Smith and McIntyre would not have standing on their own
21 to challenge the QVHR provisions, the court finds that the remaining three members, Erminero,
22 Szygula, and McFadden would have standing on their own. All three declared that they
23 previously used their properties for short-term rentals but that they no longer can do so after the
24 passage of Measure T. Importantly, all three declared that "[h]ad Measure T passed, I would
25 have continued to engage in short-term rentals in compliance with local laws and would do in
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1 the future if Measure T is void or altered by the Court to allow short-term rentals by **individuals**
2 **who do not qualify as permanent residents under the terms of Measure T.**” (Exhibit 17 at
3 ¶4, Exhibit 18 at ¶4, Exhibit 21 at ¶3 (emphasis added).)

4 Based on these declarations, the court finds that SLTPOG has made a sufficient showing
5 that at least one of its members would have standing to sue on their own. As such, the court
6 finds that SLTPOG has standing to maintain this lawsuit.
7

8 **B. The Dormant Commerce Clause**

9 The appellate court previously held in this matter that Measure T’s permanent resident
10 exception facially discriminates against interstate commerce and is per se invalid unless the City
11 can justify the discrimination by showing that the permanent resident exception advances a
12 legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory
13 alternatives. (*South Lake Tahoe Property Owners Group v. City of South Lake Tahoe* (2023) 92
14 Cal.App.5th 735, 766–767.)
15

16 At trial, the City argued that Measure T advances the legitimate local purpose of
17 preventing nuisances. There is no reasonable dispute that the prevention of nuisances is a
18 legitimate public purpose, as recognized by the appellate court decision in this matter. (*Id.* at
19 767, citing *Hignell-Stark v. City of New Orleans* (2022) 46 F.4th 317, 328–329 (*Hignell-Stark*).)
20

21 The challenge for the City is establishing that this legitimate local purpose cannot be
22 adequately served by reasonable nondiscriminatory alternatives. The City contends it has “tried
23 everything under the sun to curtail the nuisance issues.” (Defendant’s Closing Brief at 1:8.)
24 The court finds that the evidence admitted at trial tells a different story.

25 As observed in *Hignell-Stark*, the “conclusion that the residency requirement is
26 discriminatory puts it on death’s doorstep.” (*Id.* at 328.) Unquestionably, the City has
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28

1 implemented several measures over the past 20 years to address nuisances caused by the VHRs.
2 They include increasing enforcement efforts, increasing penalties for nuisance violations,
3 stripping repeat offenders of their VHR permits, increasing taxes to discourage younger guests
4 from renting, and so forth, as detailed on the table included in Defendant's Closing Brief.
5 (Defendant's Closing Brief at 6:4-7:22.) Yet, some of the measures taken were implemented
6 after or concurrently with the passage of Measure T on November 6, 2018, such as allowing a
7 so-called "hosted rental," implemented on November 17, 2020, and restricting VHRs to certain
8 zones and establishing an overall maximum occupancy limit irrespective of home size, both
9 implemented on November 6, 2018. (*Id.*) Minimally, the court finds the City cannot establish
10 that the legitimate local purpose of preventing nuisances cannot be adequately served by these
11 three measures, implemented after or concurrently with Measure T's passage, which the court
12 finds are reasonable nondiscriminatory alternatives.
13

14
15 Additionally, SLTPOG suggests several other measures as purported reasonable
16 nondiscriminatory alternatives, many of which are noted in the June 5, 2017 study sponsored by
17 the City. (See Exhibit 23, "Socioeconomic Impacts of Vacation Home Rentals in South Lake
18 Tahoe" at 4-11 to 4-14.). Among them are the following:

- 19 • Putting a cap on VHR permits without discrimination on the basis of residency,
- 20 • Providing for VHR and neighborhood permit parking,
- 21 • Requiring minimum stays (e.g. a seven-night minimum),
- 22 • Implementing full cost recovery for calls for service for VHR complaints,
- 23 • Requiring a contract signed by visitors with penalties for compliance with the
24 City's nuisance regulations, and
25

- Requiring certified managers, with the manager to be available at all times the unit is occupied,

(Plaintiff's Closing Brief at 10:5-11:16.) Moreover, Plaintiff notes measures taken by the City (or County) after the passage of or as part of Measure T, that were not tried prior to its passage to assess its effectiveness before implementing the permanent resident exception. For instance, after the passage of Measure T, the City (and the County) adopted measures to prevent the clustering of VHRs. (Plaintiff's Closing Brief at 10:14-16.) Moreover, while Measure T limited the number of days a VHR can be rented, the City did not try imposing this limitation on VHRs as a whole without regard for the residency of the owner to assess whether this limitation would prevent nuisances without having to resort to the permanent resident exception.

The City argues that, while SLTPOG can list ideas to address nuisances, they have provided no evidence that these ideas actually would prevent nuisances. This begs the question of how any person would be able to show that these suggestions would work when it is the City (and the County) alone with the authority to implement regulations regarding VHRs. Absent already existing data that certain ideas are unlikely to reap substantial benefit, it would seem the only way to determine if a particular suggestion is a reasonable nondiscriminatory alternative is by making a logical inference. The court concedes that the City may have a point that requiring a local manager for VHRs may be ineffective given that 45 percent of nuisance citations since January 1, 2017 were for VHRs with managers. (Defendant's Closing Brief at 5:18-22, Exhibit G at ¶10, Exhibit H.) However, for the remaining ideas noted above, the court reasonably and logically infers that they may prevent nuisances. For instance, simply limiting the number of days per year that a VHR can be rented (e.g., imposing the 30-day limit for all VHRs regardless

1 of the residency of the owner) and/or requiring minimum stays (e.g., a seven-day minimum) in
2 the court's estimation likely would significantly reduce nuisances.

3 To its credit, the City acknowledges that it has not tried "full cost recovery for VHR
4 complaints, establishing a required minimum stay, limiting the number of VHR nights per year,
5 or restricting VHRs from operating in single-family structures." (Defendant's Closing Brief at
6 5:23-25.) The court finds that these four ideas, that the City acknowledges it has not tried, are
7 reasonable nondiscriminatory alternatives to the permanent resident exception. Moreover, with
8 the possible exception of requiring a professional manager, the court finds that the rest of the
9 ideas noted above as well are reasonable nondiscriminatory alternatives.
10

11 The court notes that the City previously argued in its second motion for summary
12 judgment that providing income to offset housing costs to promote housing affordability for
13 residents was another legitimate local purpose served by Measure T's permanent resident
14 exception.⁴ The City declined to pursue this argument in trial or in its closing brief, and the
15 court therefore deems this argument waived.
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20 ⁴While the *Hignell-Stark* court found that promoting housing affordability is a legitimate local
21 purpose, the court discussed this objective in terms of the supply and demand of the housing
22 market and the effect on housing costs. (*Id.* at 328 ["...the City says that the residency
23 requirement helps to preserve affordable housing. That might be true, given that the provision
24 reduces demand—and therefore the price—for housing by restricting the number of persons who
25 can participate in the [short-term rental] market."].) That distinction is important as the City in
26 its second motion for summary judgment appears to limit the purported objectives to providing
27 rental income to permanent resident owners, which can be accomplished without a permanent
28 resident exception. (Memorandum in Support of City's MSJ at 11:4-5, 13:1-12.) The court
notes that the ballot materials (see Exhibit A) do reference the lack of available housing,
undoubtedly impacted by the market's supply and demand; yet, nowhere does the City advance
this local purpose in its argument. Had it been advanced, it nonetheless may have been
unavailing, as *Hignell-Stark* rejected the argument of the city in that case that there were no
reasonable nondiscriminatory alternatives to the supply and demand concerns raised there.

1 Nonetheless, to the extent the court should consider this argument, it finds that there
2 certainly are reasonable nondiscriminatory alternatives to this exclusionary provision. For
3 instance, if the City attempted to prevent nuisances by implementing some of the measures
4 noted above (e.g., preventing clustering, requiring minimum stays, limiting the number of rental
5 days per year regardless of residency of the owner), permanent resident owners still could rent
6 out their homes to provide additional income to offset housing costs, without the need for the
7 permanent resident exception. The court cannot see how the permanent resident exception is
8 needed to provide this benefit to residents.
9

10 Thus, upon consideration of the evidence admitted at trial and the arguments of the
11 parties, the court finds that the City cannot establish that Measure T's permanent resident
12 exception advances a legitimate local purpose that cannot be adequately served by reasonable
13 nondiscriminatory alternatives. As such, the court finds that Measure T's permanent resident
14 exception violates the Commerce Clause and is unconstitutional.
15

16 **C. Severability**

17 Given the court's finding that Measure T's permanent resident exception is
18 unconstitutional, the court must determine whether the remainder of Measure T is severable
19 from the invalid portion, thereby permitting the remaining provisions to survive.
20

21 "The cases prescribe three criteria for severability: the invalid provision must be
22 grammatically, functionally, and volitionally separable. [Citations.]" (*Calfarm Ins. Co. v.*
23 *Deukmejian* (1989) 48 Cal.3d 805, 821 (*Calfarm*).) Measure T contains a severability
24 provision. "Although not conclusive, a severability clause normally calls for sustaining the
25 valid part of the enactment, especially when the invalid part is mechanically severable.
26 [Citation.]" (*McCafferty v. Board of Supervisors, supra*, 3 Cal.App.3d at p. 193.) Such a clause
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28

1 plus the ability to mechanically sever the invalid part while normally allowing severability, does
2 not conclusively dictate it. The final determination depends on whether 'the remainder ... is
3 complete in itself and would have been adopted by the legislative body had the latter foreseen
4 the partial invalidation of the statute' (*In re Bell, supra*, 19 Cal.2d 488, 498) or 'constitutes a
5 completely operative expression of the legislative intent ... [and] are [not] so connected with the
6 rest of the statute as to be inseparable.' (*In re Portnoy, supra*, 21 Cal.2d at p. 242.)" (*Santa
7 Barbara Sch. Dist. v. Superior Court* (1975) 13 Cal.3d 315, 331 (*Santa Barbara*).)

8
9 As observed by Justice Arabian in his dissenting opinion in *Gerken v. Fair Political
10 Practices Com.* (1993) 6 Cal.4th 707, 725-726 (*Gerken*), the element of mechanical severability,
11 originally one prong of the test, was later divided into two parts – grammatical and functional –
12 by the case law. (*Id.* at 725-726.) Upon review of ballot materials for Measure T, it is clear that
13 the remainder of Measure T is grammatically and functionally severable. As illustrated in the
14 City's briefing, the permanent resident exception easily can be excised without any adverse
15 effect on the clarity of the remainder of the measure, thereby making it grammatically
16 severable. (Defendant's Closing Brief at 10:15-11:6.) The remainder of Measure T also is
17 functionally severable; the remaining provisions can be enforced without issue, as the
18 permanent resident exception is not essential to their implementation. SLTPOG does not
19 dispute these determinations.

20
21 The whole dispute revolves around whether the permanent resident exception is
22 volitionally severable. "The test [for volitional severability for an initiative] is whether it can be
23 said with confidence that the electorate's attention was sufficiently focused upon the parts to be
24 severed so that it would have separately considered and adopted them in the absence of the
25 invalid portions." (*People's Advocate, Inc. v. Superior Court* (1986) 181 Cal.App.3d 316, 333
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1 (*People's Advocate*).) In applying this test, the court agrees with the City that it must consider
2 whether "those who favor the proposition would be happy to achieve at least some substantial
3 portion of their purpose" (*Santa Barbara* at 332) and whether the invalid provision is "so
4 critical to the enactment...that the measure would not have been enacted in its absence"
5 (*Calfarm* at 822.)
6

7 It is inescapable that the task of ascertaining the mindset of the electorate is a difficult
8 one indeed. Voters may have supported Measure T due to an opposition to all VHRs in
9 residential areas, regardless of who owned or managed them. Others may have supported
10 Measure T, but only if it included an exception to allow permanent residents to rent their homes
11 for up to 30 days per year. The best gauge in determining how significant the permanent
12 resident exception was to the voters' analysis are the ballot materials themselves.
13

14 Upon review of the ballot materials, the court finds that the permanent resident
15 exception was an integral part of the measure. Per the Notice of Intent to Circulate Petition
16 (Exhibit A), the second purpose noted is to allow "only 'Qualified' vacation home rentals in
17 residential neighborhoods" upon implementation. Further, the title of the measure frames it as a
18 measure "to Eliminate **Most** Vacation Home Rentals...in Residential Zones. (Exhibit B
19 (emphasis added).) Item 5 of the ballot summary states that the measure would eliminate VHR
20 permits in residential zones, except for QVHRs, followed by item 6 which sets forth the criteria
21 for a QVHR. (*Id.*) In fact, the argument in favor of Measure T included in the Voter Guide
22 states that "MEASURE T: is **NOT** a **BAN** on Vacation Rentals," adding that the measure "will
23 provide income to resident property owners who can short-term rent their homes for 30 days
24 each year." (Exhibit C, Exhibit 13.)
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1 Not only is the permanent resident exception an integral part of the measure; it is
2 intertwined with the valid provisions of the measure regulating VHRs in residential zones. The
3 measure could have been to eliminate all VHRs in residential zones. Instead, as a result of the
4 inclusion of the invalid permanent resident exception, it is a measure to eliminate **most** VHRs in
5 residential zones, excepting those owned by residents, who presumably were eligible to vote for
6 or against the measure. As reflected in the ballot materials, this exception is one of the defining
7 features of the measure, not a mere afterthought. As such, the court cannot say “with
8 confidence that the electorate’s attention was sufficiently focused upon the parts to be severed so
9 that it would have separately considered and adopted them in the absence of the invalid”
10 permanent resident exception. (*People’s Advocate* at 333.) Rather, the court finds it more
11 likely than not that the invalid provision is “so critical to the enactment...that the measure
12 would not have been enacted in its absence.” (*Calfarm* at 822.)
13

14 The court is mindful of the City’s contention that severability is appropriate because the
15 proponents of the measure likely “would be happy to achieve at least some substantial portion
16 of their purpose” (*Santa Barbara* at 332) – that is, a ban on VHRs in residential zones even
17 without the resident exception. Given how intertwined the permanent resident exception is to
18 the remainder of the measure, the court declines to reach that conclusion. The facts of the cases
19 cited by the parties is instructive in making this determination.
20

21 For instance, in *Santa Barbara*, while the court found that a provision banning forced
22 school busing was unconstitutional, it found that the repeal of a statutory commitment to
23 achieve racial balance in schools was constitutional and severable. (*Santa Barbara* at 331-332.)
24 While related, the two provisions clearly functioned independently of one another and were not
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1 so interdependent that the removal of the ban on busing changed the character of the provision
2 effectuating the repeal.

3 In *People's Advocate*, while invalidating restrictions placed on the Legislature regarding
4 the amount used of its contingent fund, the court found valid and severable a provision requiring
5 public reports concerning the use of this fund. (*People's Advocate* at 321.) The California
6 Supreme Court in discussing *People's Advocate* writes, "the court concluded the reporting
7 provisions were severable, in part because the initiative set out 'anti-secrecy' policy arguments
8 that supported the public reports requirement, **separate and distinct** from the arguments related
9 to the invalid contingency fund restrictions." (*Gerken* at 715-716 (emphasis added).) While
10 related, the invalid and valid portions served distinct functions and were supported by distinct
11 rationales.
12

13 Likewise, in *Calfarm*, while invalidating a provision which precluded rate adjustments
14 by insurance providers unless they were threatened by insolvency, the court held that the
15 remainder of the initiative, which regulated the setting of insurance rates and procedures for
16 adjustments of the rates was severable and enforceable. (*Id.* at 815.) In *Calfarm*, the valid
17 provisions were not so interconnected with the invalid provisions that the former relied upon the
18 later. Rather, the provisions were separate and distinct from one another.
19

20 The court finds that the present case is most akin to *Metromedia, Inc. v. City of San*
21 *Diego* (1982) 32 Cal.3d 180, in which the court struck an ordinance banning noncommercial
22 offsite billboards and found that the otherwise valid provision of the ordinance banning
23 commercial offsite billboards was not severable from the invalid portion. In reaching this
24 determination, the California Supreme Court writes that, "it is doubtful whether the purpose of
25 the original ordinance is served by a truncated version limited to commercial signs."
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1 Similarly, this court doubts whether the voter's intent in passing Measure T is served by
2 a truncated version that removes the permanent resident exception. The court finds that
3 Measure T's provisions, including the invalid provision, were intended to form an overarching
4 statutory scheme for regulating VHRs in residential zones. The valid and invalid provisions are
5 not related but independent, as in *Santa Barbara, People's Advocate*, and *Calfarm*; they are
6 interdependent. The stated objective of the measure was to prohibit VHRs in residential zones
7 with an exception. The character of the measure is altered by the removal of the exception.
8 Finding that the remainder of Measure T is severable would be putting in place a prohibition on
9 all VHRs in residential zones, a measure that was never put before the voters and therefore not
10 fully considered by them. As such, the court finds that the valid provisions of Measure T are
11 not severable from the invalid permanent resident exception.
12

13 SLTPOG further argues that the fact that the vote was so close cuts against a finding of
14 severability. Measure T passed by a vote of 3,517 to 3,459, a margin of 58 votes. (Exhibit 0 at
15 1:13-15.) Thus, had 30 voters who voted for the measure instead voted no, Measure T would
16 have failed. At trial, the parties disputed whether the vote margin is a factor for determining
17 severability. (Trial Transcript at 107:11-108:9) Yet, neither at trial nor in the briefs did either
18 party refer the court to a case clearly on point on this issue. The court as well could find no case
19 law that definitely answers this question.
20

21 If the court were able to consider the vote margin, the court finds that the razor thin
22 margin of the Measure T vote would be yet another factor weighing in favor of finding that the
23 valid provisions of the measure are not severable from the invalid provision. Given the fact that
24 as of March 21, 2024 there were only 27 QVHRs (Exhibit 0 at 2:5-6), assuming at least three of
25 the homes with QVHR permits had more than one resident owner (equating to at least 30 voters
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1 total) and that all of those voters had voted for Measure T (a reasonable inference), that group of
2 voters alone would be sizeable enough to defeat the measure if they all instead had opposed the
3 measure. It certainly is reasonable to expect such a change in their votes if the provision from
4 which these voters benefit – that is, the permanent resident exception – was removed from the
5 measure. Even setting aside the voters who obtained QVHRs after the implementation of
6 Measure T, the close margin of the vote is sufficient to conclude that removing an integral
7 portion of the measure would be more likely than not to change the outcome. As such, the court
8 finds, as a separate and independent basis for declining to find the measure severable, that based
9 on the close vote margin it is more likely than not that the invalid permanent resident exception
10 is “so critical to the enactment...that the measure would not have been enacted in its absence.”
11 (*Calfarm* at 822.)
12

13
14 Yet, even if the court were unable to consider the vote margin, as noted above, the court,
15 based solely on the ballot materials, finds that the valid provisions of Measure T are not
16 severable from the invalid permanent resident exception. Therefore, the court strikes the
17 entirety of Measure T as void as a matter of law.

18 **IV. DISPOSITION**

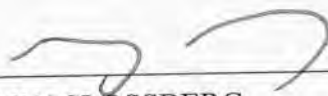
19 The court finds that SLTPOG has a standing to maintain this lawsuit as an
20 unincorporated association and given that members of SLTPOG have been harmed by the
21 permanent resident exception of Measure T.
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23 The court finds that the permanent resident exception in Measure T is unconstitutional in
24 violation of the Dormant Commerce Clause.
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1 Finally, the court finds that the permanent resident exception is not severable from the
2 remainder of Measure T. Therefore, the court strikes Measure T in its entirety as void as a
3 matter of law.
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5 IT IS SO ORDERED.
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8 Dated: March 13, 2025

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11 GARY SLOSSBERG
12 Superior Court Judge
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TO: Nantucket Select Board
FROM: John W. Giorgio, Esq.
RE: Short Term Rentals - Commerce Clause Considerations
DATE: May 15, 2024

Question

You have asked for an opinion whether a bylaw which differentiates between short-term rental (“STR”) units owned by year-round residents and those owned by part-time residents would pass constitutional muster under the Commerce Clause to the U.S. Constitution.

Short Answer

In my opinion, based on recent court decisions, any bylaws that attempt to regulate STRs based on the primary residence of its owners likely would be vulnerable to a successful dormant Commerce Clause challenge.

Analysis

I. REVIEW OF BYLAW BY ATTORNEY GENERAL

As an initial matter, as you know, any bylaw adopted by Town Meeting will require review and approval by the Attorney General’s Office for consistency with state statutes and the state constitution. *Town of Amherst v. Att’y Gen.*, 398 Mass. 793, 796 (1986). Pursuant to G.L. c. 40, § 32, the AG has reviewed other municipalities’ bylaws regulating STRs, in which constitutional considerations, including commerce clause concerns, were specifically raised during legal review. See, e.g., Lee MLU Decision, Case No. 11294, 3/19/2024; Sandisfield, Case No. 11139, 2/16/2024; Great Barrington, Case No. 10670, 12/19/2022.

Although the Attorney General may raise such considerations during review of a Bylaw if adopted at Town Meeting, it is my opinion that the Attorney General’s review of a bylaw is generally limited to whether the bylaw in question is consistent with state law and does not typically disapprove of a bylaw based on federal law or federal constitutional grounds. Therefore, even if such a bylaw ultimately is approved by the Attorney General, that would not insulate the

Town from a legal challenge based on a violation of the dormant Commerce Clause to the U.S. Constitution.

Lastly, we note that the City of Boston has adopted a residency requirement in its STR Ordinance, but City ordinances are not subject to review by the Attorney General. See [here](#). Specifically, under the Boston ordinance, residential units offered as STRs are only allowed in residential units which are the primary residence of the owner. There was a challenge to such restriction when initially enacted, but it [settled](#).

II. STR STATUTORY SCHEME

By way of background, G.L. c. 64G, § 14(i) authorizes a Town's STR bylaw to regulate the following:

(i) regulate the existence or location of operators ... including regulating the class of operators and number of local licenses or permits issued to operators under this section and the number of days a person may operate and rent out an accommodation in a calendar year [emphasis added].

Operator is further defined in Section 1 of G.L. c. 64G, as follows:

a person operating a ... short-term rental or motel in the commonwealth including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such ... short-term rental or motel.

In my opinion, in this evolving area of law analyzing the constitutional principles relative to STR regulation by government entities pursuant to the authority set forth in G.L. c. 64G, the following constitutional commerce clause considerations warrant consideration with respect to a bylaw that will differentiate the "operators" based on whether they are year-round residents of Nantucket.

III. DORMANT COMMERCE CLAUSE

The Commerce Clause to the U.S. Constitution authorizes Congress "[t]o regulate Commerce with foreign Nations, and among the several States." U.S. Const. art I, § 8, cl. 3. The U.S. Supreme Court has long interpreted the Commerce Clause to restrict state protectionism by its implicit restraint on a local government's ability to interfere with interstate commerce, even in the absence of a conflicting federal statute. United Haulers Ass'n, Inc. v. Oneida-Herkimer Solid Waste Mgmt. Auth., 550 U.S. 330, 338 (2007). This is referred to as the "dormant" aspect of the

Commerce Clause. Id. “Those implicit restraints apply to municipalities, too.” Hignell-Stark v. City of New Orleans, 46 F.4th 317, 325 (5th Cir. 2022) (citations omitted).

Under the “dormant” aspect of the Commerce Clause, a local government may not: (1) “discriminate against interstate commerce” on its face; or (2) “impose undue burdens on interstate commerce.” If a law discriminates against interstate commerce by treating in-state and out-of-state economic interests differently, it is “per se invalid.” Dep’t of Revenue v. Davis, 553 U.S. 328, 338 (2008). It may be upheld “only if it advances a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives.” Id. Second, if a law merely imposes an incidental burden on interstate commerce, it may be upheld “unless the burden imposed on interstate commerce is clearly excessive in relation to the putative local benefits.” United Haulers, 550 U.S. at 346 (plurality opinion). This second test is often referred to as the “Pike” test.

IV. APPLICATION OF DORMANT COMMERCE CLAUSE TO STRs

Several courts have recently reviewed STR ordinances and bylaws under the dormant Commerce Clause, due to arguments that a primary residency requirement discriminates against out-of-state business owners and favors in-state or in-town business owners, or residents which is akin to “economic protectionism” that courts have deemed invalid.

a. New Orleans Owner-Residency Requirement – Struck Down

The Fifth Circuit in Hignell-Stark v. City of New Orleans, 46 F.4th 317 (5th Cir. 2022) reviewed a City of New Orleans ordinance that prohibited any person from obtaining a license to own and operate a STR in a residential neighborhood, unless the STR property was “also the owner’s primary residence.” 46 F.4th at 321. Individuals could prove their residency status by providing a homestead exemption for the property they wished to rent. Id.

In that case, a group of property owners who wanted STR licenses sued the City alleging that the residency requirement violated the dormant Commerce Clause. The Fifth Circuit ruled that the City’s ordinance unlawfully discriminated against out-of-state property owners on its face, because the regulation only allowed city residents to enter the STR market in residential neighborhoods. Id. at 326. It forbids out-of-state property owners, then, from participating in the market altogether. Id.

The Fifth Circuit concluded that, where resident-STR owners and non-resident-STR owners are “substantially similar” classes of businesses who both seek to compete in the market for lodging in the city’s residential neighborhoods, but where one is favored and the other is not, the “residency requirement discriminates against interstate commerce for purposes of the dormant Commerce Clause.” Id.

Because the residency requirement was deemed “per se invalid,” it could only be overcome if the municipality advanced “a legitimate local purpose” that cannot adequately be served by “reasonable nondiscriminatory alternatives.” *Id.* at 329. The City argued that its legitimate local purpose was to: (1) prevent nuisances created by STRs by making sure a responsible person lived there full-time; (2) promote affordable housing; and (3) protect the residential character of neighborhoods. The Court agreed that these were “legitimate local purposes,” but concluded that they could all be served by reasonable, nondiscriminatory alternatives: (1) it could prevent nuisances through enforcement, penalties for disorderly guests, monitoring requirements for rental units, or increased taxes to discourage younger and rowdier crowds; (2) it could promote affordable housing through capping the number of licenses, increasing the STR license price, or increasing the supply of affordable housing options by incentives and other programs; and (3) could preserve residential character by capping the number of units that could be used as STRs.

Therefore, the residency requirement for STRs was deemed to violate the dormant Commerce Clause.

b. Santa Monica Residency Requirement – Upheld

In Rosenblatt v. City of Santa Monica, 940 F.3d 439 (9th Cir. 2019), the City of Santa Monica enacted a STR ordinance that prohibited STRs unless “a primary resident remained in the dwelling” during the vacationer’s stay. The primary resident was not required to be an owner of the property. A homeowner who rented her home when she went away on vacation sued, alleging this violated the dormant Commerce Clause, in part, by favoring in-state hotels who benefitted from fewer alternatives and constituted unlawful protectionism against other types of lodgings.

The Ninth Circuit concluded that the ordinance there did not directly favor in-state economic interests over out-of-state ones, because the STR regulation simply required someone to live on the property, but that person did not need to be an owner of the property. Thus, the challenged regulation permitted out-of-staters to enter the STR market on equal terms as residents, so long as they all had someone who could live on the property.

Specifically, the Court reasoned:

[T]he ordinance does not require the primary resident in the dwelling to be the owner of the dwelling. Moreover, Rosenblatt does not explain how the ordinance would prevent an out-of-state homeowner who owns property in Santa Monica from being able to extract economic value from the property. For example, the out-of-state owner could rent out the property on a long-term basis with a condition that one of the rooms be used for the owner’s short-term rentals. Or the owner could expressly allow the long-term renter to sublet a room on a short-term basis in

exchange for paying a higher monthly rent. The ordinance also applies equally to owners who reside in Santa Monica, or elsewhere in California, but at a property separate from their rental property. Accordingly, the complaint fails to plausibly allege that the home-sharing exception obviously advantages Santa Monica residents at the expense of out-of-state homeowners.

Id. at 450-451.

c. Other Recent Cases.

Recent cases citing Hignell-Stark and Rosenblatt also apply the Commerce Clause to STR regulations in other jurisdictions.

First, in Short Term Rental All. of San Diego v. City of San Diego, 2023 WL 3964059, at *7 (S.D. Cal. June 12, 2023), a federal district court concluded that a San Diego ordinance did not discriminate against interstate commerce because it did not impose a residency requirement on the property owners. There, the ordinance did not target “owners” of rental units and whether they occupy the rental property or not. Rather, the ordinance distinguished between a “host”—defined as a natural person who has the legal right to occupy the dwelling unit and allow STRs—who was required to be on the property at the same time as renters. An owner could authorize a long-term tenant to fill that role as host, so it applied equally to all owners, whether in-state or out-of-state.

Second, in S. Lake Tahoe Prop. Owners Grp. v. City of S. Lake Tahoe, 2023 WL 4068397, at *18 (Cal. Ct. App. June 20, 2023), a California state appellate court considered a challenge to a Lake Tahoe STR regulation, which prohibited the use of residential dwellings as STRs with an exception for vacation home rentals of permanent residents’ dwellings. A permanent resident could rent their dwelling for up to a total of 30 days per year, subject to permitting. For purposes of the exception, a permanent resident is a person who lives in his or her home for the majority of the year and claims a homeowner’s property tax exemption. This is much more akin to the New Orleans ordinance that was struck down.

There, the California Appeals Court held that the permanent resident exception “facially discriminates against interstate commerce,” and is *per se* invalid unless the City can show how it “advances a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives.” Id. The Court, however, remanded the case for further proceedings because the parties had not addressed this issue, unlike in Hignell-Stark, where the city advanced legitimate local purposes—preventing nuisances, promoting affordable housing, and protecting neighborhoods’ residential character—but which were ultimately rejected by the Court. The remand on such issues has not yet concluded.

Third, in MDKC, LLC v. City of Kansas City, 2023 WL 6406403, at *1 (W.D. Mo. Oct. 2, 2023), property owners of STRs challenged a Kansas City ordinance that distinguished between “resident” and “non-resident” STRs, as follows:

- A resident STR means any short-term rental whose registrant or proposed registrant demonstrates that they are a long-term resident of such dwelling unit. A long-term resident is any natural person who (1) maintains their primary residence on the parcel where the [STR] is located [i.e., lives on the parcel for at least 270 days per year]; and (2) certifies that they will maintain their primary residence on such parcel for a period of twelve months or more.
- A non-resident STR means any short-term rental whose registrant or proposed registrant has not demonstrated that they are a long-term resident of such dwelling unit.

The “registrant,” notably, is not required to be the owner of the property. Id.

There, the court dismissed the challenge without prejudice. It concluded that the ordinance does not discriminate against interstate commerce because it “does not require the primary resident in the dwelling to be the owner of the dwelling,” like in Rosenblatt. Therefore, out-of-state owners were not precluded from entering the STR market in Kansas City. Without much analysis, that Court concluded that the ordinance also would likely pass the “incidental burden” test.

Fourth, in Anding v. City of Austin, 2023 WL 4921530, at *6 (W.D. Tex. Aug. 1, 2023), the Court reviewed an Austin ordinance that included a “homestead requirement.” The City there argued, like in Rosenblatt and others, that because all STRs are required to “occupy the property ... the law treats in-state and out-of-state residents the same.” The Court, however, rejected this characterization and reasoned that “the STR Ordinance is clearly created to benefit Austin residents at the expense of out-of-city residents, whether in-state or out.” Because the rationale—to promote affordable housing, allow families to stay in Austin, reduce nuisances, and promote neighborhood quality of life—could be adequately served by nondiscriminatory purposes, the ordinance could not be justified. As such, it was deemed unconstitutional. Id. at 8.

Finally, there are other STR ordinances imposing a residency requirement that are continuing through litigation, after the courts have determined that they should not be dismissed. See, e.g., Selvaggi v. Borough of Point Pleasant Beach, 2024 WL 303677, at *19 (D.N.J. Jan. 26, 2024) (New Jersey STR residency requirement); Kennedy v. Bd. of Cnty. Commissioners of Santa Fe Cnty., 2023 WL 8827729, at *5 (D.N.M. Dec. 21, 2023) (refusing to enjoin a temporary moratorium to study STR residency issues).

Conclusion

Based on the above legal analysis in this highly fact-specific regulatory area and based on very recent court decisions, in my opinion, any bylaws that attempt to regulate STRs based on an owner's "residency" status may be subject to a dormant Commerce Clause challenge if it can be shown to discriminate against out-of-state owners and preclude them from accessing the STR market on equal terms as in-state/on-island owners. Some courts have concluded that bylaws akin to "homeshares"—i.e., requiring a long-term resident/host/natural person (who need not be the STR owner) to be present at the same time as the short-term renters—may be permissible if it does not differentiate based on the owner's residency status. That said, such bylaws still could be challenged as imposing an "incidental burden" under the Pike test.

Furthermore, while some zoning bylaw provisions may treat primary residences differently than seasonal residences, because an owner that rents a dwelling unit as a Short-Term Rental is engaged in a trade or commerce, a commerce clause analysis is necessary because of the business nature (as opposed to personal use) of the residence.

In sum, at this juncture, we cannot predict with certainty how the First Circuit or Massachusetts state courts would analyze such a constitutional challenge, if alleged, but based particularly on the New Orleans and Lake Tahoe decisions discussed above, treating part-time residents differently than permanent residents may be seen to discriminate against out-of-state owners in the STR market and subject the Town to legal challenge under the dormant Commerce Clause.

Please do not hesitate to contact me with any further questions.

From: [Anne Dewez](#)
To: [Brooke Mohr](#)
Cc: [Matt Fee](#); [Thomas Dixon](#); [Dawn Hill Holdgate](#); [Malcolm MacNab](#); [Libby Gibson](#); [Erika Mooney](#)
Subject: Select Board comments on STR Articles 3/19/25: zoning and general bylaws
Date: Friday, March 21, 2025 1:22:23 PM

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 Brooke,

In the Wednesday, 3/19 SB meeting, you discussed zoning Article 66 and regretted the lack of a “companion” general bylaw that would establish rules and regulations for STRs should Article 66 pass and STRs be allowed by right island wide. I would like to remind you that Article 69, sponsored by Matt Peel on behalf of Nantucket Neighborhoods First, is a general bylaw that, in addition to putting a temporary, three-year limit on STR registrations, has provisions that regulate STRs:

- 70 day limit on STR days
- 2 STRs per lot, both subject to the 70 day limit
- 2 STR lots per owner, all STRs on the lots subject to the 70 day limit
- Other provisions to level the playing field and close loopholes in the matter of STRs

Nantucket Neighborhoods First has absolutely no interest in tying Article 69 to Article 66, but Article 69 does establish guardrails and, I will be so bold as to say, would be essential to pass if 66 were to beat the odds and pass.

Regards, Anne

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