

Town and County of Nantucket Select Board • County Commissioners

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



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD APRIL 2, 2025 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
https://youtube.com/live/zdT_yoFwx-M

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_hBvAvfisT5C_1V9OvMcVVQ

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio and Video Recorded.
 2. **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.
 3. **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.
 4. 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 26, 2025 at 5:30 PM.
2. Approval of Payroll Warrants for March 30, 2025.
3. Approval of Treasury Warrants for April 2, 2025.

VIII. CONSENT ITEMS

1. Gift Acceptances: Human Services.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Request for Approval of Street Name for New Roadway Created by Approval Required Subdivision between Ticcoma Way and Young's Way to be Named Jones Way.

X. REAL ESTATE ITEMS

1. Request for Approval and Execution of Purchase and Sale Agreement for 9 Goldfinch Drive, Shown as Lot 279 on Land Court Plan No. 16514-12.

XI. TOWN MANAGER'S REPORT

1. Monthly Departmental Report: Sewer Department Including Stormwater Division.

XII. SELECT BOARD REPORTS/COMMENT

1. Committee Reports.

XIII. ADJOURNMENT

****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.

CONSENT AGENDA ITEMS FOR 4/2/2025 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Human Services:
 - Gift of \$50 from Robert and Mary Miklos for the Saltmarsh Senior Center

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

Town Administration will ensure that letters of thanks are sent.

MEMO



Date: March 12, 2025

TO: Brooke Mohr, Select Board Chair

CC: Jerico Mele, Director of Human Services

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

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

From Robert & Mary Miklos: \$50.00 gift to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

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

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



Agenda Item Summary

Agenda Item #	IX. 1.
Date	4/2/2025

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for Approval for Street Name for New Roadway Created by Approval Required Subdivision between Ticcoma Way and Youngs Way to be Named "Jones Way."

Executive Summary

Typically, when the Planning Board approves new subdivisions, the naming of the new roadway is done during the Planning Board process. The approval required subdivision of 26R Ticcoma Way included a new roadway but was not named. The owners are now asking that the Select Board approve the formal naming of the new roadway to "Jones Way".

Staff Recommendation

Approve naming the new roadway "Jones Way".

Background/Discussion

When street names requests come to Town Administration, we first check with the Assessor and Police Department (e911) to see if there are any issues with the proposed street name. The original proposed name was Jones Road but that was found to be too close to Paul Jones Road. The Assessor suggested Jones Way and the Police Department agreed that was an appropriate name. Town Administration checked with attorney Bryan Swain, who represents the property owner, who agreed to Jones Way.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

None. There is a process in place for changing street names which includes a petition signed by the majority of property owners along the street and holding a public hearing. However, since this is a newly created subdivision with an unnamed roadway, that process doesn't need to be followed.

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

N/A



Attachments

Letter from Beaudette and Swain, LLC; Plan No. 2024-12; Planning Board decision



BEAUDETTE AND SWAIN
PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
35 OLD SOUTH ROAD, SUITE D
P.O. BOX 2049
NANTUCKET, MASSACHUSETTS 02584

RICHARD P. BEAUDETTE
BRYAN J. SWAIN

PHONE: (508) 228-4455
FAX: (508) 228-3070
WWW.NANTUCKETLAWFIRM.COM

OF COUNSEL
KEVIN F. DALE
WILLIAM F. HUNTER

March 19, 2025

VIA EMAIL

Tracy R. Macdonald
Real Estate Specialist
Town of Nantucket
16 Broad Street, Nantucket, MA 02554
Email: tmacdonald@nantucket-ma.gov

Re: Request for Street Name Approval
Lot f/k/a a portion of 26 Ticcoma Way
Nantucket, MA 02554

Dear Tracy:

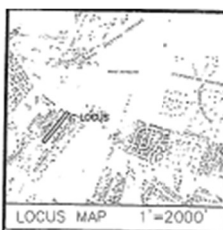
On behalf of our client, 26 Ticcoma, LLC, we are requesting to name the interior street that is shown on the enclosed Approval Required (AR) subdivision plan, "**Jones Way**". Can you please place this matter on the next available Select Board's agenda? Please let me know if you have any questions. I can be reached by email at rick@nantucketlawfirm.com, or by phone at 508-228-4455.

Sincerely,



Richard P. Beaudette, Esq.

cc: 26 Ticcoma, LLC
Encl.



LOCUS MAP 1"=2000'
ZONING DISTRICT:
(Lots 1-12)
R-5 (RESIDENTIAL-S)
MINIMUM LOT SIZE: 5,000 SF
MINIMUM FRONTAGE: 90 FT
FRONT YARD SETBACK: 10 FT
SIDE SETBACK: 10 FT OR 5% OF LOT WIDTH, WHICHEVER IS GREATER
REAR SETBACK: 5 FT
GROUND COVER %: 40%

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

PROFESSIONAL LAND SURVEYOR DATE



OWNER INFORMATION
OWNER: 26 TICCOMA LLC
ADDRESS: 33 OLD SOUTH ROAD (PORTION)
ASSESSOR'S MAP 68 PARCEL 4 (PORTION)
DEED REFERENCE: DEED BOOK 1930, PG 162
PLAN REFERENCE: PL NO 2023-04, LOT 2

I, NANCY HOLMES, CLERK OF THE TOWN OF NANTUCKET, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY (20) DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

Nancy Holmes June 18, 2024
DATE

Doc. No. 2023-04
Doc. Plan 05182024 11:39 AM

NANTUCKET REGISTRY OF DEEDS

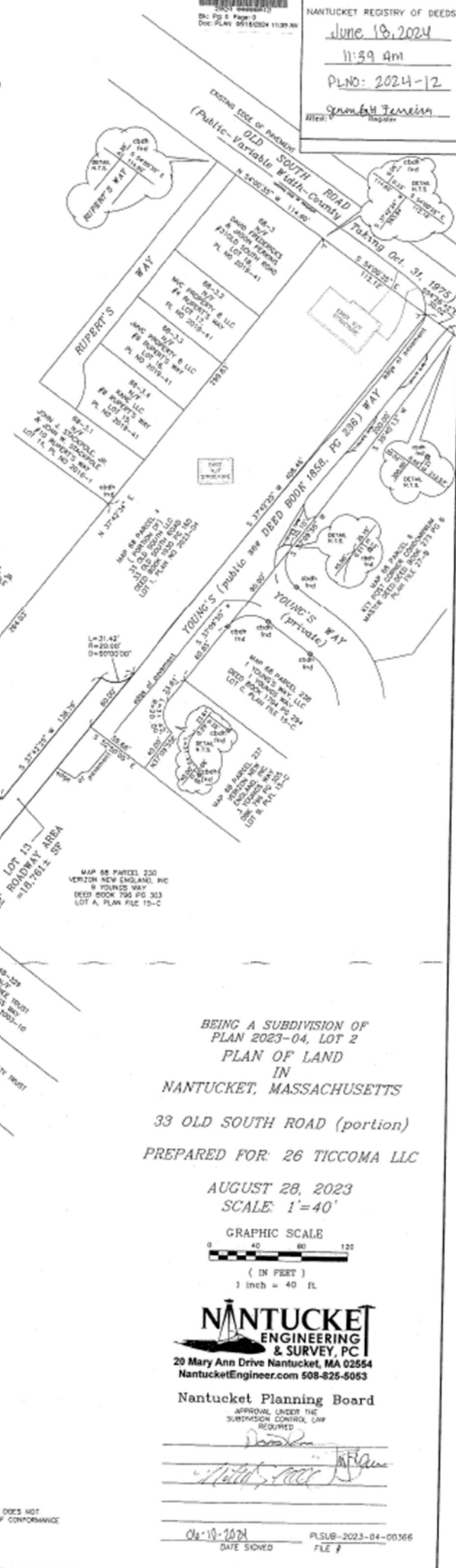
June 18, 2024

11:39 AM

PLNO: 2024-12

Matthew J. DeLima

Register



BEING A SUBDIVISION OF
PLAN 2023-04, LOT 2

PLAN OF LAND

IN
NANTUCKET, MASSACHUSETTS

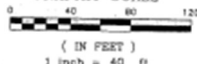
33 OLD SOUTH ROAD (portion)

PREPARED FOR: 26 TICCOMA LLC

AUGUST 28, 2023

SCALE: 1"=40'

GRAPHIC SCALE



NANTUCKET
ENGINEERING
& SURVEY, PC

29 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
REQUIRES

[Signature]

[Signature]

06-18-2024

DATE SIGNED

PLSUB-2023-04-00366
FILE #

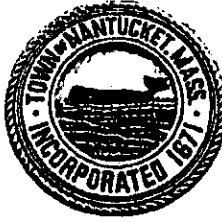
PLANNING BOARD ENCOURAGEMENT DOES NOT
CONSTITUTE A DETERMINATION OF CONFORMANCE
UNDER ZONING.



2023 00002371
 Bk: 1958 Pg: 277 Page: 1 of 7
 Doc: DECISIO 11/17/2023 11:59

NANTUCKET
 TOWN CLERK

2023 OCT 26 PM 12: 22



Nantucket Planning Board

APPROVAL OF A DEFINITIVE SUBDIVISION PLAN (AR)

Planning Board File # PLSUB-2023-04-00366

Applicant/Owner:
 26 Ticcoma, LLC

A portion of 33 Old South Road

Nantucket Tax Assessors Map 68, Parcel 4
 Residential – 5 (R-5) Zoning District

Deed Reference: Book 1930, Page 162
 Lot 2, Plan No. 2023-4
 Nantucket Registry of Deeds

SEPTEMBER 11, 2023

PROPOSAL

The Nantucket Planning Board, conducted public hearings on June 12, 2023, July 10, 2023, and September 11, 2023, to consider the application of 26 Ticcoma, LLC ("the Applicant") for a definitive subdivision plan under the Subdivision Control Law Required ("AR") basis, under Mass. Gen. Laws ch. 41 and the Rules and Regulations Governing the Subdivision of Land in the Commonwealth of Massachusetts, and in Nantucket at a portion of 33 Old South Road ("the Premises").

The Applicant is proposing to create a thirteen (13) lot (12 buildable residential lots and one roadway lot) subdivision and improve it in accordance with the terms and conditions provided for herein, and in accordance with the plan attached hereto as Exhibit "A".

The proposed Lots are located in the R-5 zoning district and each Lot will consist of more than five thousand (5,000) square feet of Lot Area, and have at least fifty feet (50') of frontage, as required by the R-5 Zoning District, and the Town of Nantucket's Zoning Bylaw.

The access for the proposed lots will be via shared driveways off the newly created Roadway Lot, which is proposed to have a twenty-two-foot (22') layout. Said layout will contain an eleven foot (11') wide traveled surface, and a ten foot (10') wide parking lane, located along the westerly boundary of the Roadway Lot. The parking lane will create additional conforming off-street parking spaces. Additionally, the proposed parking lane will be broken up with landscaped planting areas, at six (6) separate locations.

The proposed roadway will accommodate one way traffic flow to the subdivision, with traffic entering from the Old South Road side of Youngs Way, and exiting onto Ticcoma Way.

The Applicant proposes to install a five foot (5') wide multiuse path easement along the easterly boundary of the newly created residential lots. After future development of an abutting vacant parcel of land, north of this subdivision, the Applicant will continue such multiuse path improvements thereon, which will eventually end at Old South Road.

BASIS OF THE DECISION

The Board's decision refers to and is based upon the following:

- Form B Application for Approval of a Definitive Subdivision Plan, received by the Planning Office and filed with the Nantucket Town Clerk on April 10, 2023;
- The proposed subdivision plan entitled "Being a subdivision of Plan 2023-04, Lot 2, Plan of Land in Nantucket, Massachusetts, 33 Old South Road (portion) Prepared for 26 Ticcoma LLC and attached hereto as "Exhibit A";
- Supplemental Letter from Nantucket Engineering & Survey, dated August 28, 2023;
- Associated supplementary surveyed and engineered plans filed with the Nantucket Planning Board in connection with this Application;
- Transmittal Letter from Arthur Gasbarro to Nantucket Planning Board, dated April 10, 2023;
- Peer review reports from Pesce Engineering & Associates, Inc, on file with the Nantucket Planning Board;
- Various staff reports;
- Representations and testimony provided to the Nantucket Planning Board at its June 12, 2023, July 10, 2023, and September 11, 2023 meetings, and
- Other assorted documents that are on file with the Planning Board.

The Planning Board closed the public hearing on September 11, 2023. Minutes from all meetings in connection with this application are on file with the Planning and Land Use Services.

FINDINGS

The Nantucket Planning Board, at its September 11, 2023, meeting, found that the Applicant's proposal for an AR subdivision was in harmony with the general purpose and intent of the Bylaw, was compliant with all applicable *Rules and Regulations Governing the Subdivision of Land in the Commonwealth of Massachusetts and in Nantucket*.

DECISION

The Nantucket Planning Board, at its September 11, 2023, meeting, voted **UNANIMOUSLY** (5-0) to **CLOSE** the public hearing, and further voted **FOUR to ONE** (4-1) to **APPROVE** the Definitive Subdivision Plan (AR) of the Premises. Approval of the subdivision is granted based upon the aforementioned documents, compliance with the Planning Board's *Rules and Regulations Governing the Subdivision of Land*, and upon the following additional requirements, conditions, agreements, and waivers:

The following requested waivers from the *Rules and Regulations Governing the Subdivision of Land* are hereby granted:

3.06

ONE DWELLING PER LOT:

WAIVER GRANTED - The Lots can be improved in accordance with the Nantucket Zoning Bylaw;

- 4.03 **STREETS:**
 WAIVER GRANTED - To allow an eleven foot (11') wide one-way traveled roadway;
- 4.10 **GUARD RAILS AND POSTS:**
 WAIVER GRANTED – Not necessary due to the scale and location of the subdivision;
- 4.19 **BICYCLE PATHS:**
 WAIVER GRANTED – Applicant will instead provide a five foot (5') wide multiuse path, and
- 4.20 **STREET LIGHTS:**
 WAIVER GRANTED – Not necessary due to the scale and location of the subdivision.

This Approval is subject to the following conditions:

1. That recorded copies of all legal documents, such as Covenant, Statement of Conditions, Grant of Right of Enforcement, Homeowners Association, shall be presented to the Planning Board within six (6) months of the filing of the decision;
2. That the Homeowner's Association shall be funded in the amount of \$1,000 per lot. Proof of funding shall be submitted to the Planning Board prior to the release of the final lot;
3. That the Applicant shall be responsible for widening Young's Way, at its intersection of Old South Road to twenty-two feet (22'), at its' own cost and expense. This improvement must be completed prior to the release of the fourth (4th) buildable lot.
4. That the Applicant must construct what is shown as "Phase II Sidewalk" on the attached plan, connecting the multiuse path from Ticcoma to Old South Road prior to the release of the final lot.
5. That the definitive plan shall be presented to the Planning Board within six (6) months of the filing of the decision;
6. That the lots shall not be further subdivided without further relief from the Planning Board. Minor lot line adjustments and creation of affordable lots may be permitted following the proper permitting processes;
7. That each lot shall comply with the ground cover ratio, front setback, and side and rear yard setback requirements of the underlying R-5 zoning district, or as otherwise specified in the zoning bylaw;
8. That the roadway lot be conveyed to the Homeowner's Association prior to the release of the final lot;
9. All lots shall be connected to both municipal sewer and water prior to the issuance of a Certificate of Occupancy for any structure; and
10. That three (3) buildable lots and the roadway lots shall be eligible for release after endorsement of the legal documents and definitive plan.

11. The Applicant will install "Stop" and "Do Not Enter" signs at the intersection of the newly created Roadway Lot and Ticcoma Way. The Applicant will also install a "One-Way" sign at the intersection of Young's Way and the newly created Roadway Lot.

SIGNATURE PAGE TO FOLLOW

Record of Vote:

On September 11, 2023 the Planning Board voted 4-1 to **APPROVE** the request for an AR Definitive Subdivision and **ENDORSE** this decision.

David Iverson
David Iverson APPROVE

Joseph Topham
Joseph Topham APPROVE

John Trudel
John Trudel APPROVE

Nathaniel Lowell
Nathaniel Lowell APPROVE

Barry Rector
Barry Rector DENY

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

October 24, 2023

On the 24th day of October, 2023, before me, the undersigned notary public,

personally appeared David Iverson, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

Megan Trudel

Notary Public

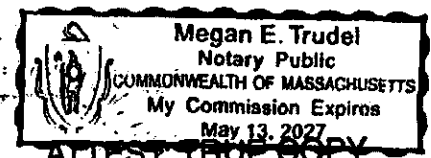
May 13, 2027

My Commission Expires

I CERTIFY THAT 20 DAYS HAVE ELAPSED AFTER THE DECISION WAS FILED IN THE OFFICE OF THE TOWN CLERK, AND THAT NO APPEAL HAS BEEN FILED, PURSUANT TO GENERAL LAWS 40A, SECTION 11

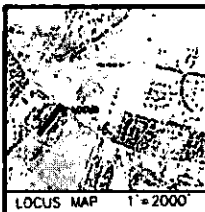
Nancy Z. Holmes
TOWN CLERK
NOV 17 2023

Nantucket Old South, LLC - 33 Old South Road - AR Definitive Subdivision



Nancy Z. Holmes
NANTUCKET TOWN & COUNTY CLERK

"Exhibit A"



LOCUS MAP 1" = 2000'

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

PROFESSIONAL LAND SURVEYOR
DATE

OWNER INFORMATION
OWNER: 28 TICCOMA LLC
ADDRESS: 33 OLD SOUTH ROAD (PORTION)
ASSESSOR'S MAP 88 PARCEL 1 (PORTION)
DEED REFERENCE: DEED BOOK 1830, PG 182
PLAN REFERENCE: PL NO 7023-04, LOT 2

I, NANCY HOLMES, CLERK OF THE TOWN OF MANTUCKET, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY (20) DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

DATE _____

LOTS SHOWN HEREON AS LOTS 1-13 ARE SUBJECT TO A COVENANT

DATED _____ AND RECORDED IN _____
 DEED BOOK _____ PAGE _____

ZONING DISTRICT:

(Proposed Lots 1-12)
R-5 (RESIDENTIAL-5)
MINIMUM LOT SIZE: 3,000 S.F.
MINIMUM FRONTAGE: 30 FT.
FRONT YARD SETBACK: 10 FT.
SIDE SETBACK: 10 FT. ONE SIDE,
5 FT. THEREAFTER
REAR SETBACK: 5 FT.
GROUND COVER %: 40%

MAINTENANCE REGISTRY OF DEEDS

Attest _____

Variable SOUTH
n acres

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114 95
114 95

DOMESTIC
CIVIL RIGHTS
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FBI - NEW YORK

0-9)

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100-443888-100

A map of the Los Angeles area showing the location of the 'S. J. 25' and 'S. J. 26' tracts. The map includes labels for 'S. J. 25' and 'S. J. 26' and a note '(private)'.

100-443887-256
DECLASSIFIED BY: 6032
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MAP OF PACIFIC
WATERWAYS IN THE
PACIFIC OCEAN
FROM THE U.S. NAVY

101

BEING A SUBDIVISION
PLAN 2023-04 10

PLAN OF LAND
IN
NANTUCKET, MASSACHUSETTS

OLD SOUTH ROAD

PREPARED FOR: 26 TIC
AUGUST 28, 20

SCALE: 1"=40'

GRAPHIC SCALE

0 40 80

(IN FEET)
1 inch = 40 ft



NANTUC
ENGINEERS & SURVEYORS

Mary Ann Drive Nantucket,
nantucket@engineer.com 608-

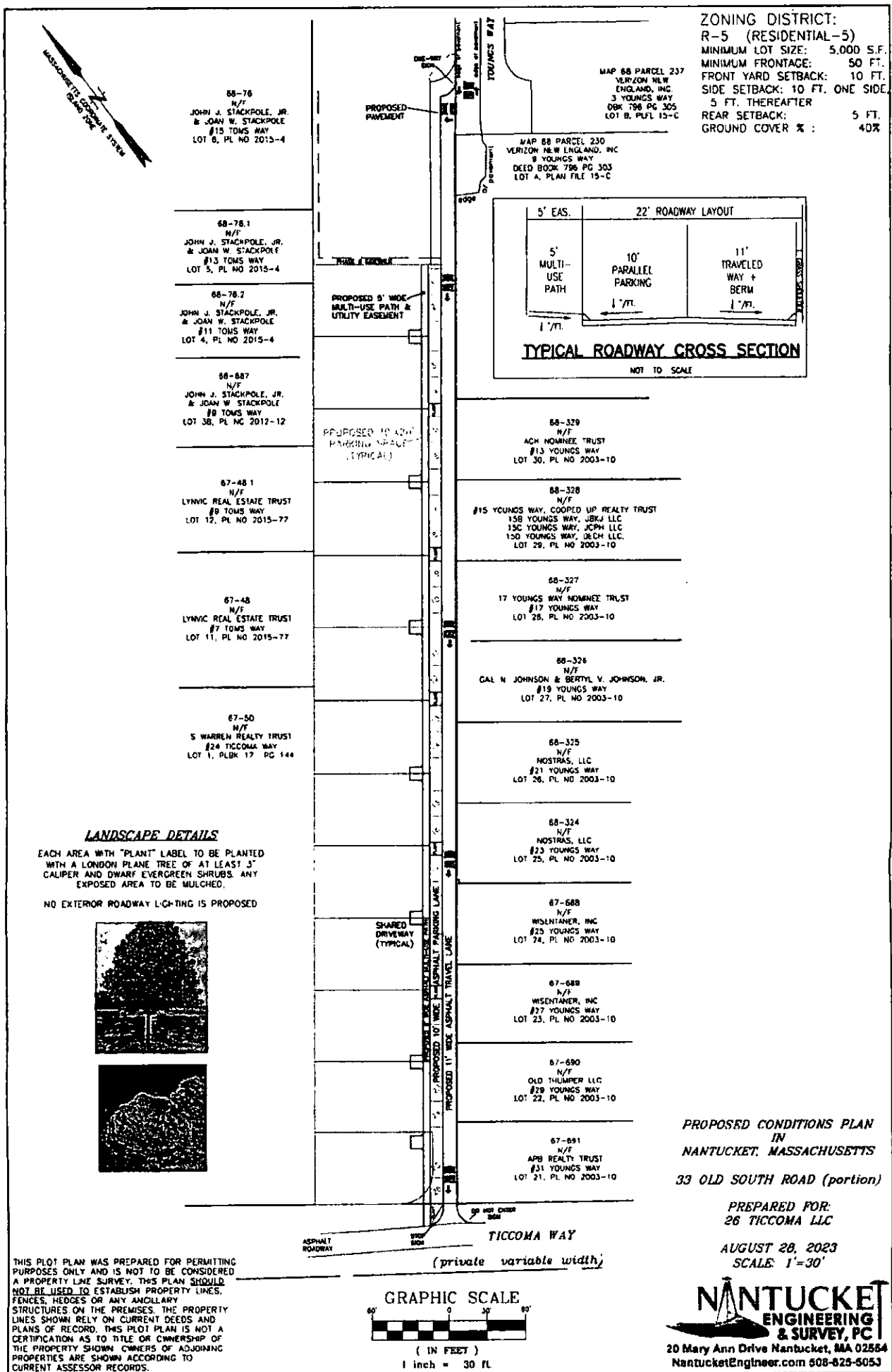
Nantucket Planning

[illegible]

DATE SIGNED _____

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

DATE SIGNED _____ FILE # _____





Agenda Item Summary

Agenda Item #	X. 1.
Date	04/02/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Approval and execution of Purchase and Sale Agreement for 9 Goldfinch Drive, shown as Lot 279 on Land Court Plan No. 16514-12.

Executive Summary

9 Goldfinch Drive is in the Naushop subdivision off Old South Road in a desirable, family-friendly neighborhood with access to public transportation. It is a 3-bedroom, 3-bath single family home. The home meets the need for secure housing to recruit and retain department head level municipal employees.

Staff Recommendation

To execute the Purchase and Sale Agreement in the form approved and reviewed by Town Counsel.

Background/Discussion

In staff evaluation of available municipal housing there remains a limited inventory with respect to upper-level positions. In order to recruit and retain key positions and provide long-term housing security, the town has been actively looking to purchase single-family dwellings under the \$2 million price point of which the market has limited listings. Often due to municipal guidelines the Town is not able to be competitive in the offer process in the open market. In addition, housing office struggles with other criteria like pets, bedroom count or housing quality. The town has an opportunity to acquire and secure a 3-bedroom, 3-bath property that is in move-in ready condition, meets the needs in this demographic in a subdivision that is on public transportation and centrally located.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Municipal Employee Housing

Board/Commission Recommendation

Finance Committee

Public Outreach

N/A

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

Master Plan

Attachments

Purchase and Sale Agreement



PURCHASE AND SALE AGREEMENT

from the offices of
GLIDDEN & BRESCHER, P.C.
37 CENTRE STREET
NANTUCKET, MA 02554

1. AGREEMENT MADE THIS DAY OF MARCH 2025

Parties:

NOAH J. KARBERG
JENNIFER M. KARBERG
9 Goldfinch Drive
Nantucket, MA 02554

hereinafter called SELLER, agrees to SELL and

TOWN OF NANTUCKET, acting by and through
Its Select Board
16 Broad Street
Nantucket, MA 02554

or nominee, hereinafter called **BUYER OR PURCHASER(S)** agree to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land with all structures thereon located at 9 Goldfinch Drive, Nantucket, Massachusetts being shown as Lot 279 upon Land Court Plan numbered 16514-12, dated June 30, 1986, drawn by Nantucket Surveyors, and filed with Certificate of Title No.12,312 at the Nantucket Registry District of the Land Court (the "Nantucket Registry District"). For Seller's title see Certificate of Title No. 25485 filed with the Nantucket Registry District.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as part of said premises are the buildings, structures, and improvements and the fixtures belonging to SELLER and used in connection therewith including, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside ventilators, garbage disposals, dishwashers, washing machines, dryers, refrigerators and other large appliances and wall to wall carpeting, if any.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Statutory Quitclaim deed running to BUYER, or to the nominee or assignee designated by BUYER by written notice to SELLER at least seven (7) business 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) Laws, by-laws, rules and regulations, whether federal, state or local, which affect the use of the Premises, including, but not limited to, building codes, the Massachusetts Zoning Act and Nantucket Zoning By-law, state and local wetlands protection laws, and rules and regulations of the Nantucket Historic District Commission and the Nantucket Board of Health provided none of the foregoing prohibit or interfere with the use of the Premises as a single family residence with customary appurtenances.
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of the deed;
- (c) The Nantucket Land Bank Commission fee of 2% of the purchase price upon the transaction, which is the subject of this agreement, which BUYER agrees to pay at the time of the delivery of the deed, if any is due;
- (d) Any easements, restrictions and reservations of record, if any, provided the same do not materially interfere with use of and access to the Premises for residential housing purposes;
- (e) Any liens for municipal betterments assessed after the date of this Agreement;
- (f) Declaration of Protective Covenants in favor of Valentine Realty Trust dated October 31, 1988, registered as Document No. 45604, as affected by the following:
 - First Amendment dated August 4, 1989, registered as Document No. 47965
 - Second Amendment dated September 21, 1989, registered as Document No. 48294
 - Third Amendment dated July 8, 1992, registered as Document No. 57342
 - Fourth Amendment dated September 7, 1995, registered as Document No. 69880;

- Fifth Amendment dated December 30, 1999, registered as Document No.87991;
- Assignment of Rights to Mentor Realty Trust dated August 15, 1994, registered as Document No. 65713;
- Assignment of Rights to Strategic Properties Trust dated June 2, 2000, registered as Document No. 89462;
- Assignment of Rights to Naushop Real Estate Trust dated November 17, 2003, registered as Document No. 105027;
- Assignment of Rights to Naushop Homeowners Association Trust dated July 31, 2009, registered as Document No. 128705;
- Declaration of Policies, Rules and Regulations of Naushop Homeowners Association Trust dated March 3, 2006, registered as Document No. 115659
- Extension of Restrictions of Naushop Homeowners Association Trust dated June 30, 2007, registered as Document No. 122683;
- Land Court Order in Favor of Naushop Homeowners Association Trust dated April 6, 2009, registered as Document No. 128022;
- Certificate issued by Naushop Homeowners Association Trust dated July 29, 2009, registered as Document No. 128078
- Certificate dated November 22, 2010, registered as Document No. 132167
- Certificate dated August 25, 2012, registered as Document No. 138167.
- Certificate of Appointment by the Architectural Review Committee dated November 2, 1988, registered as Document No. 45605; as affected by the following:
 - Appointment dated November 22, 2010, registered as Document No. 132167;
 - Resolution by Naushop Architectural Review Committee dated June 29, 2010, registered as Document No. 130773.
- Declaration of Trust (including By-laws) of South Valley Homeowners Association Trust, dated December 18, 1987, registered with Nantucket Registry District as Document No. 45606; as affected by the following:

- First Amendment to Declaration of Trust (including By-laws) of South Valley Homeowners Association Trust, dated August 4, 1989, registered as Document No. 47966;
- Second Amendment to Declaration of Trust (including By-laws) of South Valley Homeowners Association Trust, dated September 21, 1989, registered as Document No. 48295;
- Third Amendment to Declaration of Trust (including By-laws) of South Valley Homeowners Association Trust, dated July 8, 1992, registered as Document No. 57347;
- Fourth Amendment to Declaration of Trust (including By-laws) of South Valley Homeowners Association Trust, dated September 7, 1995, registered as Document No. 69881;
- An Order extending the Restrictions in said Trust dated April 6, 2009, registered as Document No. 128022.
- Assignment of Rights under Declaration of Trust and under Declaration of Protective Covenants dated August 15, 1994, registered with Nantucket Registry District as Document No. 65713;
- Assignment of Rights under Declaration of Trust and Under Declaration of Protective Covenants dated June 2, 2000, registered with Nantucket Registry District as Document No. 89462;
- Amendment to Declaration of Trust dated October 15, 1999, registered with Nantucket Registry District as Document No. 87990;
- Assignment of Rights under Declaration of Trust dated November 17, 2003, registered with Nantucket Registry District as Document No. 105027;
- Declaration of Policies, Rules, and Regulations of Naushop, Homeowners Association Trust dated March 3, 2006, registered as Document No. 115659;
- Assignment of Rights under Declaration of Trust dated July 31, 2009, registered with Nantucket Registry District as Document No. 128705;
- Appointment of Trustees dated October 16, 2010, registered as Document No. 132162;

- Amendment dated April 18, 2011, registered as Document No. 133369;
 - Amendment dated April 18, 2011, registered as Document No. 133370;
- (g) Order of Taking by the County of Nantucket for the layout of Old South Road as a public highway, dated October 29, 1975, registered with Nantucket Registry District as Document No. 16561.
- (h) Grant of Easement by Lawrence M. Maury, Trustee of Valentine Realty Trust to Lawrence M. Maury et al, as Trustees of South Valley Homeowners Association Trust, for drainage and sewer use, dated July 29, 1988, registered with Nantucket Registry District as Document No. 45607 as affected by Assignment dated July 28, 1999, registered with Nantucket Registry District as Document No. 87994
- (i) Grant of Easement by Lawrence M. Maury, Trustee of Valentine Realty Trust to the Nantucket Planning Board for bicycle path use, dated August 31, 1988, registered with Nantucket Registry District as Document No. 45608.
- (j) Grant of Easement to Nantucket Electric Company, Nantucket Cablevision, Wannacomet Water Company and New England Telephone, dated July 29, 1988, registered with Nantucket Registry District as Document No. 45609.
- (k) Grant of Easement by Lawrence M. Maury, Trustee of Valentine Realty Trust, to Lawrence M. Maury et al as Trustees of South Valley Homeowners Association Trust for open space use, dated August 31, 1988, registered with Nantucket Registry District as Document No. 45610, as affected by Release of Easement and Easement Grant dated January 31, 1989, registered as Document No. 47134.
- (l) Grant of Easement to Lawrence M. Maury et al, Trustees of South Valley Homeowners Association Trust, dated July 29, 1988, registered with Nantucket Registry District as Document No. 45611.
- (m) Order of the Land Court regarding Plan No. 16514-15 approval and release of Conservation Easement.
- (n) Release and grant of Conservation Easement as shown on Plan No. 16514-12.
- (o) Easement over roadways dated April 13, 1990, registered with Nantucket Registry District as Document No. 49951.
- (p) Maintenance Agreement dated September 12, 1996, registered with Nantucket Registry District as Document No. 73384, as affected by Amendment of Maintenance Agreement dated October 1, 1999, registered as Document No. 86717 at the Nantucket Registry District, as further

affected by Amendment of Maintenance Agreement dated October 1, 1999, registered as Document No. 87748.

- (q) Building Plan Approval registered as Document No. 69663 at said Registry District.
- (r) Certificate of Compliance registered as Document No. 146775 at said Registry District.

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

5. PLANS

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

6. PURCHASE PRICE

The agreed purchase price for the aforesaid described premises is **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 (\$1,900,000.00) DOLLARS**, shall be paid at closing by federal funds wire transfer or by check from a Massachusetts attorney's IOLTA account, at the option of the BUYER. Wiring instructions to be provided upon request.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 11:00 A.M. on or before the **1st day of August 2025** at the Nantucket Registry of Deeds or by mail, unless otherwise agreed upon in writing. Time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises is to be delivered at the time of the delivery of the deed, free of tenants except as hereinafter set out, broom cleaned and free of trash and debris, and in the same condition as they now are, reasonable use and wear thereof excepted and not in violation of building, zoning, health and HDC regulations and in compliance with the provisions of any instrument referred to in clause 4 hereof. BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the conditions thereof comply with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time set for the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event SELLER shall give written notice thereof to 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.

10. FAILURE TO PERFECT TITLE OR TO MAKE PREMISES CONFORM, ETC.

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

11. BUYER'S ELECTION TO ACCEPT TITLE

BUYER shall have the option, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said premises in its then condition and to pay therefore the purchase price without deduction, in which case SELLER shall convey such title except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the premises to their former condition, either,

- (a) Pay over or assign to BUYER, on delivery of the deed, all amounts covered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
- (b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less any amounts reasonably expended by SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

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

agreement shall be continued in full force until such time as said items have been completed as agreed.

13. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of the 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 or otherwise recorded in accordance with the real estate conveyancing standards of the Real Estate Bar Association of Massachusetts..

14. INSURANCE

Until the delivery of the deed, SELLER shall maintain insurance on said premises as follows:

- (a) Fire and casualty – as presently insured but not less than full replacement cost.

Risk of loss shall remain with the Seller until the registering of the deed.

15. ADJUSTMENTS

Taxes for the current fiscal year, fuel oil, if applicable, and Homeowner Association dues shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the time of the delivery of the deed. The amount of the Homeowners' Association dues is \$3,200.00/year. A final paid water bill shall also be delivered at time of closing.

16. ADJUSTMENTS OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the previous year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this paragraph shall survive the delivery of the deed.

17. DEPOSIT – Not Applicable.

18. BROKER(S)'S FEE

A BROKER's fee for professional services of \$57,000.00 is due from SELLER to **ATLANTIC EAST NANTUCKET REAL ESTATE**, the BROKER(S) herein. Said commission to be paid if and when title passes and the deed is recorded, but not otherwise. The BROKER(S) named herein warrant that they are duly licensed by the Commonwealth of Massachusetts, and join in this agreement and become a party hereto, insofar as any provisions of this agreement expressly apply to her or them, and to any amendments or modifications of such provisions to which they agree in writing.

19. AGENCY DISCLOSURE

ATLANTIC EAST NANTUCKET REAL ESTATE represents SELLER, in the marketing, negotiation, and sale of property, unless otherwise disclosed. However, each BROKER or SALESPERSON has an ethical and legal obligation to show honesty and fairness to BUYER in all transactions. The parties hereby acknowledge receipt of this disclosure prior to his/her/their execution of this Agreement. BUYER is representing itself in this transaction and is not represented by a broker.

20. WARRANTY AS TO BROKER

BUYER represents and warrants that BUYER was not introduced to the Premises by any broker other than those set out in Paragraph 18 and that BUYER has not dealt with any other broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale. BUYER hereby undertakes and agrees to save and hold harmless SELLER from and against any claims for brokerage commissions which may be asserted against SELLER in connection with this sale, including all costs and expenses which may be incurred by Seller in defending against any such claim, as to which BUYER shall be in breach of such representation and warranty. SELLER represents and warrants that SELLER has given no exclusive listing of the Premises such as to result in a broker's commission being payable with respect to this sale other than those listed in Paragraph 18 and has not listed the Premises under circumstances which would give rise to any other commission being payable in this sale between BUYER and any broker. Seller hereby undertakes and agrees to save and hold harmless BUYER from and against any claims for brokerage commissions which may be asserted against BUYER in connection with this sale, including all costs and expenses which may be incurred by Buyer in defending against any such claim, as to which SELLER shall be in breach of such representation and warranty.

21. BUYER'S DEFAULT; DAMAGES – Not Applicable.

22. WARRANTIES, REPRESENTATIONS AND CONDITIONS

BUYER acknowledges that BUYER has neither 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 other than the following:

(a) Premises is serviced by Town water and sewer.

23. LEGAL AND CONVEYANCING CONDITIONS

- (a) SELLER shall provide a Certificate that no labor has been performed on or at the premises, which would give rise to a mechanics lien, and that there are no tenants or occupants in possession of the premises.
- (b) SELLER shall close out any outstanding permits with the Nantucket Building Department.
- (c) SELLER shall provide at closing a FIRE DEPARTMENT CERTIFICATE stating that all required smoke detectors and carbon monoxide detectors have been installed in the premises.
- (d) SELLER agrees to execute, a UFFI CERTIFICATE stating that to the best of their knowledge, there is no urea formaldehyde foam insulation in any structure on the premises as of the date for the delivery of the deed hereunder.
- (e) SELLER agrees to execute and deliver to BUYER at closing an affidavit or certification of compliance with the Internal Revenue Code (IRS) Section 1445(b)(2) stating that they are not a "foreign person" as defined by IRS Section 1445 and providing their taxpayer identification number(s).
- (f) SELLER agrees to execute and deliver to BUYER at closing a form 1099-S to be filed with the Internal Revenue Service pursuant to Section 6045(e) of the Internal Revenue Code.
- (g) A recitation relative to Homestead pursuant to M.G.L. c. 188 §13 sufficient to obtain title insurance free from all exceptions in accordance with the provisions of Paragraph 31 herein, shall be incorporated into the Quitclaim Deed.

- (h) SELLER agrees to deliver to BUYER at closing a Certificate of No Unpaid Common Expenses from the Trustees of Naushop Homeowner's Association Trust registered as Document No. 45606 as amended at Nantucket Registry District pursuant to Paragraph 6.04 of said Trust.

24. INSPECTION OF PREMISES

BUYER and its agents and consultants have the right to enter the Premises upon forty-eight (48) hours' notice to SELLER, for the purposes of conducting inspections, surveys and tests of the Premises, including without limitation, environmental site assessments. The BUYER shall give written notice to the SELLER thirty (30) days after the execution of the Purchase and Sale Agreement by 5:00 p.m. of any objectionable findings to the condition of the Premises and, may in its sole discretion terminate this Agreement, whereupon all obligations and rights of the parties shall cease. If the BUYER does not purchase the Premises in accordance with the terms of the Agreement for any reason other than a breach by the SELLER, the BUYER shall restore the Premises to the conditions existing prior to the BUYER's inspections as close as practicable. The BUYER, to the extent permitted by law, indemnify the SELLER against claims for damages or injury arising from said entry.

25. EFFECT OF RESCISSION

In the event that this agreement shall be rescinded by notice duly given pursuant to any provision hereof, this agreement shall be null and void and without recourse to any party hereto.

26. EXTENSION AUTHORITY

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

27. FACSIMILE SIGNATURES

For purposes of this Agreement, facsimile or scanned and emailed signatures shall be considered as originals.

28. TITLE STANDARDS

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

29. 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.

30. SEVERABILITY

If any provision or condition of this agreement shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

31. TITLE INSURANCE

Title to be conveyed pursuant to this agreement shall not be deemed to be in compliance with provisions of Paragraph 4 of this agreement, unless at a minimum, commitment for the issuance of an owner's title insurance policy to BUYER or BUYER's nominee shall be available to BUYER at the time of delivery of the deed, for the insurance of the interest of such parties in the property subject only to standard exclusions from coverage printed in the policy cover and exceptions for real estate taxes not yet due and payable and for any other matters listed in Paragraph 4 of this agreement. Such policy shall be in the ALTA standard form and shall be issued by a major title insurance company doing business in Massachusetts. BUYER shall pay all standard and usual premiums for the issuance of any such title insurance policy if such coverage is desired.

32. 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

33. INAPPLICABILITY OF LEAD PAINT LAW

SELLER represents and warrants that none of the residential dwellings upon the premises were constructed prior to 1978. Accordingly, the provisions of 105 CMR 460.00 et seq. and M.G.L., Chapter 111, Section 196 are not applicable to this transaction.

34. NOTICE

All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

If to SELLER:

John B. Brescher, Esquire
Glidden & Brescher, P.C
37 Centre Street/ PO Box 1079
Nantucket, MA 02554
Telephone: 508-228-0771
Fax: 508-228-6205
Email: john@gliddenandglidden.com

If to BUYER:

Vicki S. Marsh, Esquire
KP Law
101 Arch Street, 12th Floor
Boston, MA 02110
Telephone: 617-654-1768
Email: VMarsh@k-plaw.com

35. CONTINGENCIES

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

- (a) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transactions with a Public Agency Concerning Real Property Pursuant to G.L. c. 7C, § 38;"

- (c) SELLER shall have waived any right to claim relocation benefits under the provisions of G.L. c. 79A and 760 CMR 27.03, and SELLER shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants and occupants, if any, of the Premises, or any portion thereof. SELLER shall warrant and represent in writing at time of closing that there are no tenants or occupants on the Premises;
- (d) BUYER shall have inspected the condition of the Premises as set forth in Paragraphs 8 and 24, and, notwithstanding anything herein to the contrary, be satisfied with the conditions thereof, in its sole and absolute discretion;
- (e) Approval by the Town of Nantucket Select Board authorizing the BUYER's acquisition of the Premises with the appropriated Town funds for the payment of the purchase price and costs related thereto; and
- (f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.
- (g) A favorable Town Meeting vote authorizing the acquisition of the Premises and the appropriation of the purchase price.

****** SIGNATURE PAGE TO FOLLOW******

IN WITNESS HEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS
THE DAY AND YEAR FIRST ABOVE WRITTEN.

SELLER

Noah J. Karberg

Jennifer M. Karberg

BUYER

Town of Nantucket
By its Select Board

By: Brooke Mohr, Chair

BROKER

Atlantic East Nantucket Real Estate

By: _____

License No. _____

Office License No. _____

Departmental Update

Sewer Department

David C Gray Sr., Director

April 2, 2025



Agenda

1. Mission and Goals
2. Organizational Structure
3. FY26 Budget Summary
4. Preliminary FY25 EIRs and capital requests
5. Key Projects
6. Recent Achievements
7. Challenges and Opportunities
8. Summary



Mission

The mission of the Nantucket Sewer Department is to protect public health and the environment for our community by providing high quality wastewater collection and treatment services in an effective, efficient, and responsive manner.

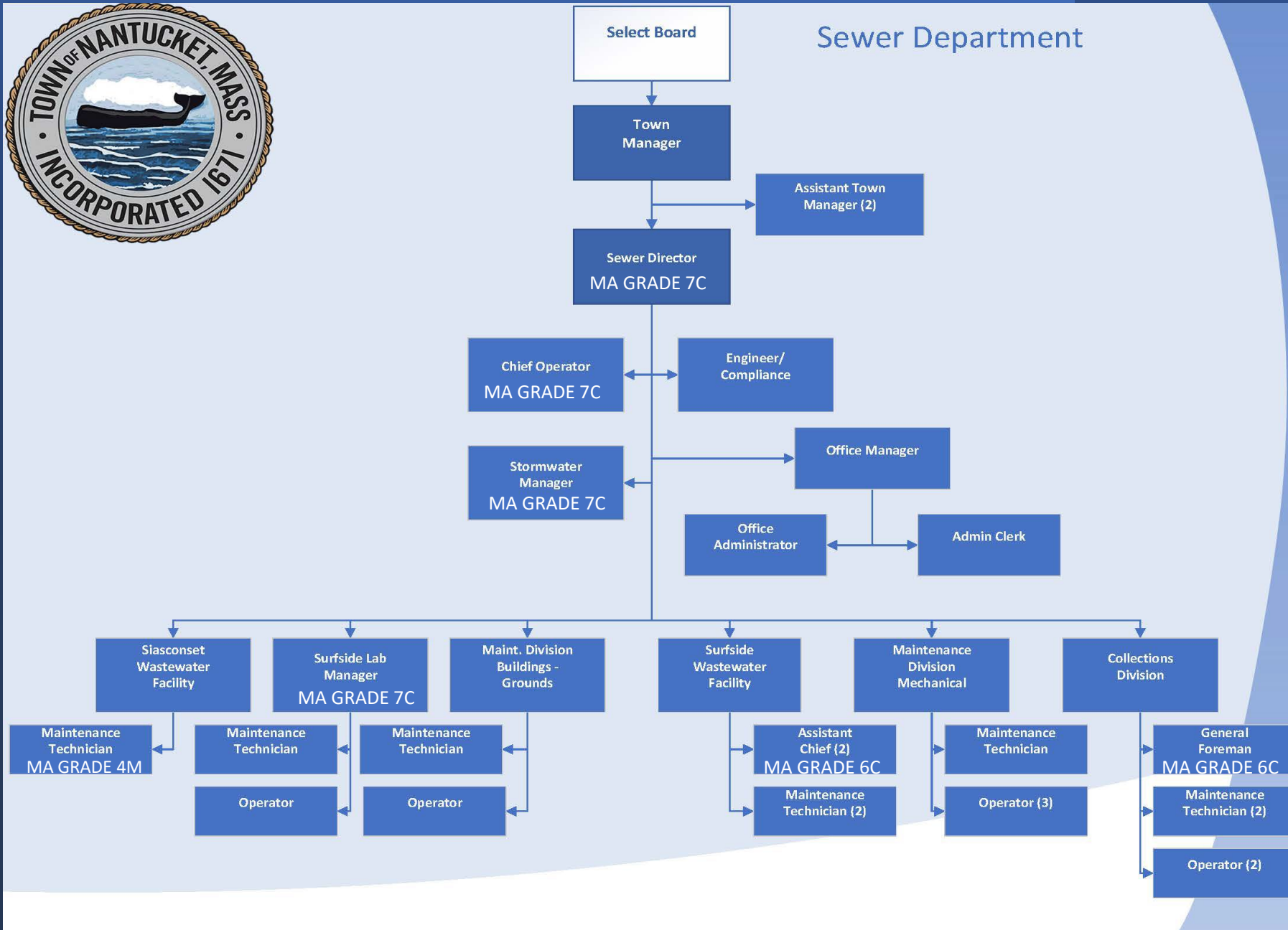


Goals FY26 and Beyond

- Create a Sewer Department **Strategic Plan** to better integrate:
 - Operations
 - Collections
 - Construction
 - Stormwater Management.
- Continue to work very closely with other Town Departments and Island organizations during all phases of **projects and coordination** with other projects.
- With the creation of the Stormwater Enterprise fund and the hiring of a full-time Stormwater Manager, complete the task of developing **Stormwater Regulations** that will meet today's standards as well as meet all MADEP and EPA requirements as these are changing rapidly.
- Examine and evaluate technologies that are available for the destruction and **reduction of PFAS** in the waste streams and treatment facilities, continue PFAS testing of all waste streams.



Sewer Department



At A Glance

- The Sewer Department is a **skilled and certified** department responsible for the operation and maintenance of two wastewater treatment facilities:
 - Surfside is a **MA Rated Grade 6 facility**
 - Siasconset is a **MA Rated Grade 4 Facility**
 - **17 pumping stations** all different sizes, with individual operating sizes, and controls
 - **80 miles of sanitary sewer collections systems**, and
 - **12.4 miles of force mains.**
- Additional responsibilities include **sanitary sewer permitting** and **inspection services** and **sewer projects** planning and oversight.
- In 2024 the Department assumed responsibility **Stormwater Management** and hired a Stormwater Manager.



Budget Comparison

Sewer A

	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Operating					
Debt Service	\$4,551,597	\$5,173,563	\$7,133,052	\$7,545,769	\$7,245,355
Utilities	\$722,580	\$760,152	\$769,867	\$869,500	\$879,500
Professional Services	\$594,630	\$489,632	\$639,515	\$805,212	\$805,212
Supplies	\$363,161	\$374,757	\$388,633	\$476,270	\$529,270
Repair & Maintenance	\$345,335	\$436,847	\$363,744	\$400,500	\$450,500
Insurance	\$118,647	\$159,049	\$162,653	\$287,553	\$287,553
Other Chgs & Exp	\$101,314	\$76,487	\$71,407	\$143,836	\$131,964
Expenses	\$82,000	\$0	\$82,000	\$177,000	\$177,000
Leases & Equipment	\$38,052	\$25,684	\$20,918	\$110,000	\$110,000
Transfers	\$0	\$150,000	\$0	\$0	\$0
Travel	\$6,543	\$6,993	\$6,148	\$10,000	\$10,000
OPERATING TOTAL	\$6,923,858	\$7,653,166	\$9,637,936	\$10,825,639	\$10,626,354

FY 26 EIRs and Capital Requests

Personnel Items

1. Data Entry Position: \$78,785 (Health Ins. not included)

Operational Expenses

1. Repairs & Maintenance - Vehicles: \$10,000 (Ongoing)
2. Repairs & Maintenance - Equipment \$40,000 (Ongoing).
3. Expendable Supplies: \$15,000 (Ongoing)
4. Chemical Supplies: \$35,000 (Ongoing)
5. Electricity \$10,000: (Ongoing)

Capital Items

1. Airport Road Pump Station Upgrades (Supplemental Funding): \$1,695,000
2. Somerset Needs Area Sewer Design (Supplemental Funding): \$3,400,000
3. Cato Lane Pump Station Upgrades: \$1,890,000
4. Sconset Clarifier Improvements: \$1,701,000



Key Projects Sewer and Stormwater CMOM

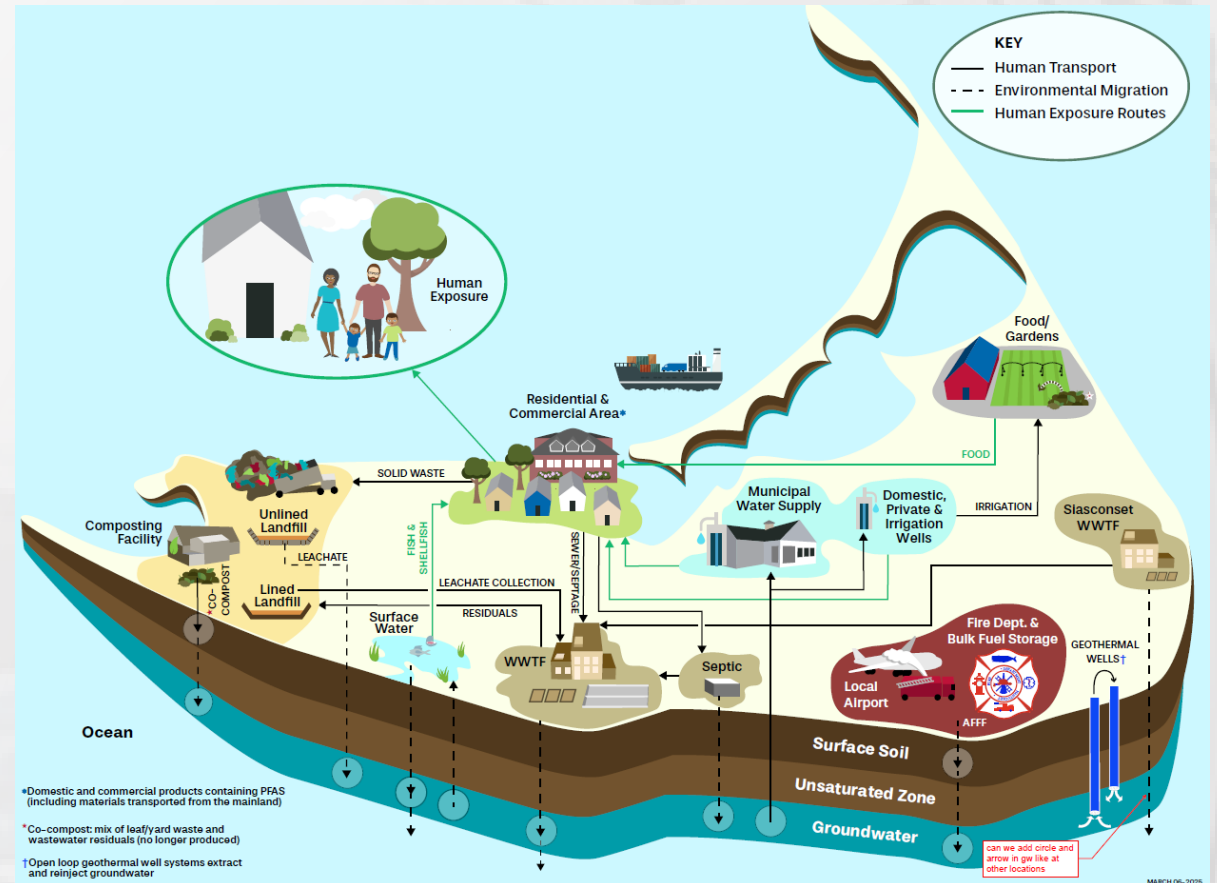


- **Phase I** of this important work is a CMOM (Capacity Maintenance Operations Management) program of the **Children's Beach Watershed**. This work is underway, and a contract has been awarded to clean, **CCTV** camera and **GPS** locate all infrastructure of this watershed which includes the Lily Pond property owned by the Land Bank. A complete assessment report will follow once the work is complete, and this report will become a living road map that will guide our future efforts.
- **Phase II** Continue with designs and repairs or **replacements of assets** located in Phase I. Prioritize and plan work for an additional stormwater system, most likely in the **downtown area**.
- **Phase III and beyond** will continue this work and expand to other tributaries across the island.

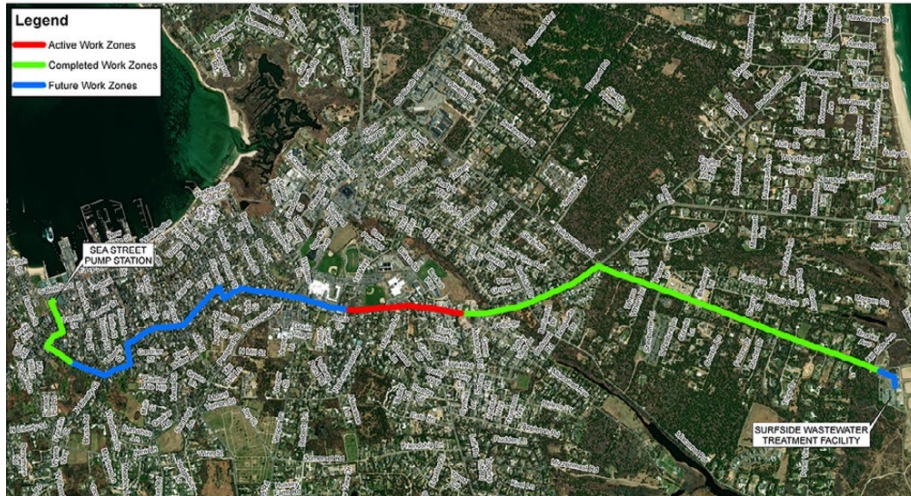
Key Projects Sewer and Stormwater

PFAS-PFOA

- Continue with **testing** of all waste streams to the facilities and continue digging down into the collections systems to **locate point sources**.
- Continue to **evaluate technologies** in the ability to capture and **destroy PFAS compounds** to keep them out of the environment.



Recent Achievements



- All Major construction of the new **Sea St 3rd Force-Main** has been **completed** except for work at the treatment facility, testing and installation of the Force-Main bypass is underway.
- Most areas in the **Downtown Force-Main Corridor**, restoration work of curbing and sidewalks has been completed.

- Significant **stormwater investigations** with the CMOM program are allowing for planning while working closely with other numerous groups across the island.
- **CMOM projects** in the **sanitary system** are moving forward with areas in Sconset and Town recently completed.



Challenges and Opportunities

- **Challenges:**

- Potential PFAS regulatory requirements.
- Changes in the Title 5 Regulations.
- Erosion along the South Shore and Siasconset.
- Potential for decreases in SRF funding and other available grants in the coming years.



• Opportunities:

- We have seen an increase in applicants and have recently hired three collection operators who are currently in training.
- On-Island CDL training from NETTS starting in the coming weeks.
- The CDL classroom training has been completed and driving exams are taking place the week of March 25 thru the first week in April.

Summary



- We continue to see a steady flow in Sewer Permitting with approx. 20-25 permits being submitted and issued weekly. In 2024, 73 permits were issued from January 1st thru April 1st, so far in 2025 for the same time frame we have issued 110.
- Hiring an Engineering/Compliance officer has not been successful and the position is still posted.
- Two (2) crew members are transitioning over to a more dedicated role of Stormwater Duties from Sewer Operations.

