

# 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](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

***AGENDA FOR THE MEETING OF THE  
SELECT BOARD  
MAY 14, 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/dMgKJpl2UOY>

***ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:***  
[https://us06web.zoom.us/webinar/register/WN\\_zQ68lLacSUSgnSwAIC\\_82g](https://us06web.zoom.us/webinar/register/WN_zQ68lLacSUSgnSwAIC_82g)

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
  1. The Select Board Meeting is Being Audio and Video Recorded.
  2. **Nantucket Police Department:** May 11 - 17, 2025 National Police Week Proclamation; Annual Appreciation Awards.
  3. **2025 Annual Town Election** Scheduled for Tuesday, May 20, 2025 from 7:00 AM to 8:00 PM at Nantucket High School, 10 Surfside Road.
  4. **2025 Annual Committee/Board/Commission Vacancies** and Appointment Timeline; Committee Appointment Process: [Boards, Commissions & Committees | Nantucket, MA - Official Website](https://www.nantucket-ma.gov/3564/)  
Deadline for Applications is May 16, 2025 at 12:00 PM.
  5. 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 May 7, 2025 at 5:30 PM; May 8, 2025 at 9:00 AM.
2. Approval of Payroll Warrants for May 11, 2025.
3. Approval of Treasury Warrants for May 14, 2025.
4. Approval of Pending Contracts for May 14, 2025 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

***VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS***

1. Resignation: Finance Committee; Cultural Council.
2. Citizen Request for Waiver of Chapter 375, Traffic Regulations, § 375-16(A)(1) (Residential Parking Permit) to Allow One Additional Residential Parking Permit for Corporate Vehicle at 6 South Water Street.
3. Finance Department: Request to Increase Nantucket Memorial Airport Fuel Revolver Spending Limit.
4. Housing Office: Request for Approval of Ticcoma Green Land Development Agreement.

***IX. REAL ESTATE MATTERS***

1. Request for Approval and Execution of Memorandum of Understanding for Sheep Pond Road Alternative Access.
2. Request for Approval and Execution of Purchase and Sale Agreement for 77 Bartlett Road, Lot 171 on Land Court Plan No. 28933-U.

***X. TOWN MANAGER'S REPORT***

1. Presentation of FY 2024 Audit Report by Town Auditor.

***XI. SELECT BOARD REPORTS/COMMENT***

1. Committee Reports.

***XII. PUBLIC HEARINGS***

1. Public Hearing to Consider the Appeal of G & G Burgee LLC of Historic District Commission Approval of Certificate of Appropriateness No. HDC2024-12-11707 for an addition to an existing dwelling located at 23 Ocean Ave., Map 73.3.1, Parcel 19.

***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.

# PROCLAMATION

## NATIONAL POLICE WEEK

**MAY 11<sup>th</sup> – 17<sup>th</sup>, 2025**

**WHEREAS**, the Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week that May 15<sup>th</sup> falls on as National Police Week; and

**WHEREAS**, the members of the Nantucket Police Department play an essential role in safeguarding the rights and freedoms of Nantucket; and

**WHEREAS**, it is important that all community members know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the members of the Nantucket Police Department unceasingly provide a vital public service.

**NOW, THEREFORE**, the Select Board of the Town of Nantucket, call upon all community members of the Town of Nantucket to observe the week of May 11-17, 2025 as Police Week. During this week community members are encouraged to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all.

**I FURTHER** call upon all community members of the Town of Nantucket to observe Thursday, May 15, 2025, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Date this 14<sup>th</sup> day of May, 2025.

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Brooke Mohr, Chair

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Matt Fee, Vice Chair

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Thomas M. Dixon

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Malcolm W. MacNab, MD, PhD

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Dawn E. Hill Holdgate

# Town of Nantucket Police Department

Jody D. Kasper  
Chief of Police

Charles Gibson  
Deputy Chief of Police



4 Fairgrounds Road  
Nantucket, Massachusetts  
02554-2804

Telephone (508) 228-1212  
Facsimile (508) 228-7246  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

April 14, 2025

Erika,

Each year, we recognize department personnel who have demonstrated exceptional service and performance. When possible, we aim to present these awards during the Select Board meeting held in the spring, ideally coinciding with National Police Week.

This year, we will honor the following individuals:

- **Life Saving Award**  
*Lieutenant Jerry Adams*
- **Unit Citation Award**  
*Detective Lieutenant Dan Mack*  
*Detective Amanda Schwenk*  
*Detective Keith Mansfield*  
*Detective Jimmy Olson*

I anticipate that the presentation will take approximately five minutes. Please let me know if you need anything further.

Sincerely,



Jody D. Kasper  
Chief of Police  
Nantucket Police Department

**Select Board**  
**2025 Committee Appointments Timeline**  
*As of 4/17/2025*

**April 16** – Select Board review list of openings.

**April 17** – Notify members of committees whose terms are expiring.

**April 24, May 1, May 8 and May 15** – Advertise committee openings in newspaper and on Town's website; put on Select Board agenda as announcement starting April 16.

**May 16 at 12:00 PM** – Deadline for submitting applications for committee openings to Town Administration office. This includes applications for:

- Agricultural Commission
- Airport Commission
- Board of Health
- Cannabis Advisory Committee
- Capital Program Committee
- Cemetery Commission
- Coastal Resiliency Advisory Committee
- Conservation Commission
- Contract Review Committee, Human Services
- Council for Human Services
- Council on Aging
- Cultural Council
- Finance Committee
- Historic District Commission Associate
- Nantucket Affordable Housing Trust
- Nantucket Historical Commission
- Planning Board Alternate
- Real Estate Assessment Committee
- Roads and Right-of-Way Committee
- Scholarship Committee
- Steamship Authority Port Council
- Tree Advisory Committee
- Zoning Board of Appeals
- Zoning Board of Appeals Alternate

**May 21 and May 28** – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

**June 4** – Meeting for the applicants who applied to the following committees to introduce themselves and review their applications:

- Agricultural Commission
- Airport Commission
- Board of Health

- Cannabis Advisory Committee
- Capital Program Committee
- Cemetery Commission
- Coastal Resiliency Advisory Committee
- Conservation Commission
- Contract Review Committee, Human Services
- Council for Human Services
- Council on Aging
- Cultural Council

**June 11** – Meeting for the applicants who applied to the following committees to introduce themselves and review their applications:

- Finance Committee
- Historic District Commission Associate
- Nantucket Affordable Housing Trust
- Nantucket Historical Commission
- Planning Board Alternate
- Real Estate Assessment Committee
- Roads and Right-of-Way Committee
- Scholarship Committee
- Steamship Authority Port Council
- Tree Advisory Committee
- Zoning Board of Appeals
- Zoning Board of Appeals Alternate

**June 25** – Committee appointments.

2025 Committee Openings Information  
As of 5/9/2025

| Committee                                 | # seats open | Term Expiration | Notes                  |
|-------------------------------------------|--------------|-----------------|------------------------|
| Agricultural Commission                   | 2            | 2028            |                        |
| Airport Commission                        | 1            | 2028            |                        |
| Board of Health                           | 1            | 2028            |                        |
| Cannabis Advisory Committee               | 1            | 2028            |                        |
| Capital Program Committee                 | 1            | 2028            |                        |
| Cemetery Commission                       | 1            | 2028            |                        |
| Coastal Resiliency Advisory Committee     | 1            | 2028            |                        |
| Conservation Commission                   | 3            | 2028            |                        |
| Contract Review Committee, Human Services | 1            | 2028            |                        |
| Council for Human Services                | 1            | 2027            | vacant                 |
| Council for Human Services                | 3            | 2028            |                        |
| Council on Aging                          | 1            | 2026            | vacant                 |
| Council on Aging                          | 3            | 2028            |                        |
| Cultural Council                          | 1            | 2026            | vacant                 |
| Cultural Council                          | 3            | 2028            |                        |
| Finance Committee                         | 1            | 2026            | vacant as of 6/30/2025 |
| Finance Committee                         | 3            | 2028            |                        |
| Historic District Commission Associate    | 1            | 2028            |                        |
| Nantucket Affordable Housing Trust        | 1            | 2027            | 2-year term, at-large  |
| Nantucket Historical Commission           | 2            | 2028            |                        |
| Planning Board Alternate                  | 1            | 2028            |                        |
| Real Estate Assessment Committee          | 1            | 2028            |                        |
| Roads and Right of Way Committee          | 3            | 2028            |                        |
| Scholarship Committee                     | 2            | 2028            |                        |
| Steamship Authority Port Council          | 1            | 2027            | 2-year term            |
| Tree Advisory Committee                   | 2            | 2028            |                        |
| Zoning Board of Appeals                   | 1            | 2030            | 5-year term            |
| Zoning Board of Appeals Alternate         | 1            | 2028            | 3-year term            |

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD**  
**May 14, 2025**

| Type of Agreement/Description       | Department          | With                                           | Amount      | Other Information                                                                                        | Source of Funding                                    | Term                                                      |
|-------------------------------------|---------------------|------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------|
| <b>Leases/License Agreements</b>    |                     |                                                |             |                                                                                                          |                                                      |                                                           |
| Residential Lease                   | Housing             | Nantucket Land Bank                            | \$7,000     | 2 BR unit at 41 Jefferson Ave for seasonal housing for municipal employees                               | Stormwater Budget                                    | Jun 15, 2025 - Oct 1, 2025                                |
| Commercial License Agreement        | Town Administration | Nantucket Electric Company d/b/a National Grid | \$23,000    | For use of premises at 1 & 5 Candle St, 2 & 6 Commercial St & 10 New Whale St for seasonal valet parking | Proceeds from valet parking agreement with Mass Park | May 24, 2025 - Sep 30, 2025;<br>Dec 5, 2025 - Dec 7, 2025 |
| Commercial License Agreement        | Town Administration | Mass Park d/b/a Valet Park of America, Inc.    | (\$23,000)  | For use of premises at Candle and Commercial Sts for seasonal valet parking                              | N/A                                                  | May 14, 2025 - Sep 30, 2025;<br>Dec 5, 2025 - Dec 7, 2025 |
| <b>No-Cost Contracts/Amendments</b> |                     |                                                |             |                                                                                                          |                                                      |                                                           |
| Contract Amendment                  | Natural Resources   | University of Massachusetts - Boston           | N/A         | Extension of time for microplastic analysis of offshore area waters                                      | N/A                                                  | Sep 1, 2024 - Jun 30, 2025                                |
| Memorandum of Understanding         | Town Administration | Elder Services of Cape Cod & the Islands, Inc. | N/A         | Use of Saltmarsh Senior Center Property for Congregate Lunch Program                                     | N/A                                                  | July 1, 2025 - June 30, 2026                              |
| <b>Contractual Services</b>         |                     |                                                |             |                                                                                                          |                                                      |                                                           |
| Purchase Agreement                  | Fire                | Greenwood Emergency Vehicles                   | \$1,568,594 | Purchase of replacement ladder truck                                                                     | Article 10 ATM 2024                                  | May 15, 2025 - May 14, 2028                               |
| Professional Services Agreement     | Natural Resources   | University of Massachusetts - Boston           | \$65,000    | Preparation of Nantucket Eelgrass Management Plan                                                        | Shellfish Gift Funds - Professional Services         | Apr 6, 2025 - Dec 31, 2025                                |
| Professional Services Agreement     | Our Island Home     | Fusion Medical Staffing                        | \$300,000   | Temporary (travel) RNs, LPNs, and CNAs for Our Island Home                                               | OIH Budget - Professional Services                   | May 1, 2025 - Jun 30, 2026                                |

|                                 |                                     |                                          |             |                                                                                                        |                                                                        |                             |
|---------------------------------|-------------------------------------|------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------|
| Professional Services Agreement | Our Island Home                     | Preferred Therapy                        | \$375,000   | Therapy services to residents of Our Island Home                                                       | OIH Budget - Professional Services                                     | May 1, 2025 - Feb 20, 2026  |
| Purchase Agreement              | Public Works/<br>Parks & Recreation | Turf Tank                                | \$49,688    | Purchase of automated line painting machine and associated software for sports fields and parking lots | Parks & Rec Budget - Repair and Maint.: Equipment                      | May 14, 2025 - May 13, 2028 |
| Purchase Agreement              | Public Works                        | Outdoor Power, LLC                       | \$46,619.99 | Purchase of replacement X-Mark mower for DPW Operations Division                                       | DPW Budget - Repair & Maint.: Equipment                                | May 14, 2025 - Dec 14, 2025 |
| Purchase Agreement              | Public Works                        | Marcotte Ford                            | \$100,400   | Purchase of Ford F550 utility body truck for Facilities                                                | Article 10 ATM 2024                                                    | May 14, 2025 - May 13, 2026 |
| Professional Services Agreement | Public Works                        | Hager-Richter Geoscience                 | \$14,000    | Geophysical survey of Old North Cemetery                                                               | Public Works Budget - Cemetery Lots                                    | May 14, 2025 - May 13, 2026 |
| Purchase Agreement              | Public Works                        | Carey Auto, Inc.                         | \$16,950    | Purchase of Ford F550 replacement dump body                                                            | Public Works Budget - Repair & Maint.: Vehicle                         | May 1, 2025 - Apr 30, 2026  |
| Purchase Agreement              | Solid Waste                         | Podroof, LLC d/b/a Shield Roof Solutions | \$12,345    | Purchase of prefabricated roofing system for shipping containers at TIOLI                              | Massachusetts DEP Grant; Recycling Dividends Program (RDP) Grant Funds | May 7, 2025 - Nov 6, 2026   |

Denice Kronau  
5 Old Quidnet Milk Rte.  
[dkronau@nantucket-ma.gov](mailto:dkronau@nantucket-ma.gov)

6 May 2025

Ms. Brooke Mohr  
Chair, Town of Nantucket Select Board

Dear Brooke:

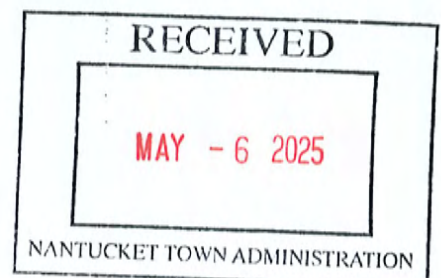
I resign from the Finance Committee of the Town of Nantucket effective 30 June 2025. It has been my honor to serve the community for the past eight years.

Sincerely,



Denice Kronau  
Chair, Town of Nantucket Finance Committee

NANTUCKET  
TOWN CLERK  
2025 MAY -6 AM 9:46



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**Finance Committee**

|                          |                  |                 |
|--------------------------|------------------|-----------------|
| <del>Denise Kronau</del> | <del>Chair</del> | <del>2026</del> |
| Stephen Maury            | Vice Chair       | 2025            |
| Christopher A. Glowacki  |                  | 2025            |
| Jill Vieth               |                  | 2025            |
| Joanna Roche             |                  | 2026            |
| Rob Giacchetti           |                  | 2026            |
| Jeremy Bloomer           |                  | 2027            |
| Joseph H. Wright         |                  | 2027            |
| Peter N. Schaeffer       |                  | 2027            |

**From:** Shantaw Bloise  
**To:** Erika Mooney  
**Subject:** Fw: Resignation  
**Date:** Friday, May 9, 2025 10:46:18 AM  
**Attachments:** Outlook-egsnqcpu.png

---

Hi Erika,

Just making sure this made its way to you. I see he sent it to SB directly.

All the best,  
Shantaw



**Shantaw Bloise-Murphy**  
Director of Culture & Tourism  
Town of Nantucket  
25 Federal Street  
Nantucket, MA 02554  
508-228-0925 (Visitor Information Line)  
508-228-7200 ext. 7310  
[www.visitnantucketisland.org](http://www.visitnantucketisland.org)

2025 MAY -9 AM 10:52  
NANTUCKET  
TOWN CLERK

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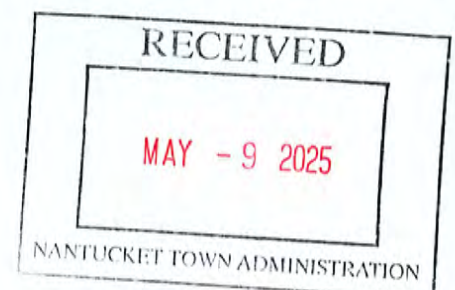
**From:** Michael Kopko <mobk2174@gmail.com>  
**Sent:** Monday, April 14, 2025 6:25 PM  
**To:** Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Matt Fee <mfee@nantucket-ma.gov>; Thomas Dixon <tdixon@nantucket-ma.gov>; Brooke Mohr <bmohr@nantucket-ma.gov>; Malcolm MacNab <mamacnab@nantucket-ma.gov>  
**Cc:** Shantaw Bloise <sbloise@nantucket-ma.gov>  
**Subject:** Resignation

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 Select Board,

Please accept my resignation from the Nantucket Cultural Council.  
It has been a pleasure and a privilege to serve with the Council.

Michael Kopko



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**Cultural  
Council**

|                          |           |                 |
|--------------------------|-----------|-----------------|
| Sarah C. Ellis           | Co-Chair  | 2025            |
| Tony Wagner              | Co-Chair  | 2027            |
| Barbara Tibbitts         | Secretary | 2025            |
| Bethany Oliver           | Treasurer | 2025            |
| <del>Michael Kopke</del> |           | <del>2026</del> |
| Kendall Graham           |           | 2026            |
| Jack Bulger              |           | 2027            |



## Agenda Item Summary

|               |           |
|---------------|-----------|
| Agenda Item # | VIII. 2.  |
| Date          | 5/14/2025 |

### Staff

Erika Mooney, Operations Administrator; Police Chief Jody Kasper

### Subject

Citizen Request for Waiver of Chapter 375, Traffic Regulations, § 375-16(A)(1) (Residential Parking Permit) to Allow for One Additional Residential Parking Permit for Corporate Vehicle at 6 South Water Street.

### Executive Summary

Eric McKechnie, who lives above his shop at 6 S Water St, went to the Police Department to request residential parking permits for his two vehicles that, although they have passenger plates, are registered to his business. Pursuant to § 375-16(A)(1), "Vehicles which are owned by a corporate entity may be issued one residential parking permit when the vehicle being registered is owned by a corporate entity rather than the applicant. Corporate vehicle owners are not eligible for any additional parking permits under this section. Denial of permits for corporate vehicles can be appealed to the Select Board." Mr. McKechnie was issued a residential parking permit for one vehicle, and the request for the second permit was denied. Mr. McKechnie is appealing the denial and requests that the Select Board grant a residential parking permit for his second vehicle.

### Staff Recommendation

[Click or tap here to enter text.](#)

### Background/Discussion

At its June 5, 2019 meeting, the Select Board heard a similar appeal. In that instance, the property owner requested a waiver from the Board so that they could have two parking permits for commercially registered vehicles with a downtown address. Former Police Chief William Pittman and former Board member Jason Bridges cautioned against these types of exceptions, but the Board voted 4-1 in support of the waiver for two commercial vehicles.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

### Board/Commission Recommendation

N/A

### Public Outreach

N/A



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

N/A

**Attachments**

Letter from Eric McKechnie

§ 375-16(A)(1) – Traffic Regulations, Residential parking permit

Select Board minutes of June 5, 2019



Re: Residential Parking Permit  
Eric and Lisa McKechnie  
6 South Water Street

Dear Select Board:

We recently were informed when we went to pick up our 2025 Residential Permit Stickers that we could only get 1 Permit as both cars are registered to our business. The Nantucket Clothing Company.

We have , for the past 12 years, been given 2 permits as our residence is located above the shop on South Water. Because the cars are registered to the business , we were Informed that we would need a waiver from the Select Board In order to obtain a 2nd permit.

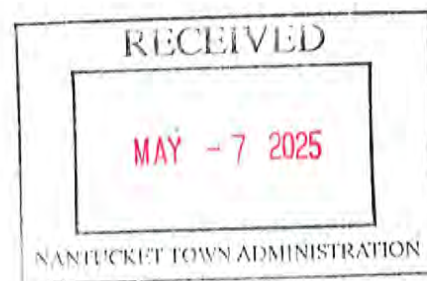
We are hoping you can help us with this matter. We have been a year round business in the same location for the past 40 years.

Thank you for your help and look forward to hearing from you.

Sincerely,

Eric and Lisa McKechnie  
Nantucket Clothing Company  
6 South Water Street

508-332-9057



**§ 375-16. Parking permits.**

A. The Police Department shall issue, upon submission of a proper application, submission of appropriate fees, satisfactory demonstration of qualification and after having made a determination of eligibility, the following permits: **[Amended 1-21-2009; 5-21-2014; 10-22-2014; 12-17-2014; 2-17-2016; 3-16-2016; 6-22-2016]**

(1) **Residential parking permit.** Where stopping, standing or parking is not otherwise prohibited within the Resident Parking Permit District, up to two permits shall be issued to owners of vehicles who own or rent dwellings which front on streets included in the Resident Parking Permit District or Core District, provided that fees in amounts set from time to time by the Select Board have been paid to the Town for applications submitted between January 1 and May 31 or for applications submitted between June 1 and December 31; the applicant shows satisfactory proof that he or she lives on a public way in one of the districts during the period between June 1 and September 30 of the year for which he/she is seeking a permit by using a tax bill, executed lease with a term greater than 90 days or other acceptable documentation as proof; and a valid registration card for the vehicle to be permitted is shown. Applicants who require additional permits may be issued a permit upon completion of an application as follows: For additional permits purchased between January 1 and January 31 by a resident of the Town who is shown as a resident of the Town upon the street where such additional permits are requested as determined by the Official Street List maintained by the Nantucket Town Clerk, the fee or any such additional permit shall be set from time to time by the Select Board; for additional permits by persons who do not appear on the Official Street List of the Town, and such additional permits are purchased between January 1 and May 31, the fee for each additional permit shall be set from time to time by the Select Board; for any additional permit purchased between June 1 and December 31, the fee shall be set from time to time by the Select Board for each permit. Vehicles which are owned by a corporate entity may be issued one residential parking permit when the vehicle being registered is owned by a corporate entity rather than the applicant. **Corporate vehicle owners are not eligible for any additional parking permits under this section. Denial of permits for corporate vehicles can be appealed to the Select Board.**

(2) **Commercially registered vehicle permit.** Owners of commercially registered vehicles, registered to a Nantucket address, not a post office box, who provide satisfactory proof that they are actively engaged in work between the hours of 2:00 a.m. and 4:00 a.m. within the Commercial Parking District and require the use of their vehicle to perform said work may be issued a permit that allows a commercially registered vehicle to be parked in violation of § 375-14B of these rules and regulations, upon application by the owner or his/her agent and the payment of a fee set from time to time by the Select Board for vehicles with a gross vehicle weight of 5,300 pounds or less, or a fee set from time to time by the Select Board for vehicles with a gross vehicle weight of more than 5,300 pounds. Vehicles that have been issued a valid residential parking permit under Subsection A(1) of this section or a valid live-aboard parking permit under Subsection A(11) that otherwise qualify for a commercially registered vehicle permit shall have the fee waived for the commercially registered vehicle parking permit. Commercially registered vehicle permits shall be valid for the year in which they are issued only. **[Amended 12-20-2017]**

Operations Administrator Erika Mooney informed the Select Board of the established process for this review, noting that preliminary review is for the Board to determine if it supports the Restriction for legal review. It would then be reviewed by Town Counsel and brought back to the Board for final approval. Ms. Higgins moved to send the conservation restriction to Town Counsel for review and a report; seconded by Mr. Fee. All in favor, so voted.

2. Citizen Request for Waiver of Chapter 200, Traffic Rules and Regulations, Section 200.16.1.1 (Residential Parking Permit) to Allow for One Additional Residential Parking Permit for Corporate Vehicle at 5 Liberty Street. John Stover requested a waiver for two commercial parking permits and said that instead of two residential and one commercial permits; he would forgo the third permit. Ms. Higgins questioned if this is a frequent request. Ms. Mooney said such requests have not reached Town Administration, but the Police Department may have had a couple and adhered to the single commercial vehicle regulation. Mr. Fee questioned Mr. Stover regarding to the number of residential permits allowed and the number of permits issued. Mr. Stover said that he is seeking two commercial vehicle permits and forfeiting any additional permits. The Board discussed previous situations of commercial vehicles misusing residential parking permits. Ms. Gibson asked if the Police Department tracks the number and type of permits issued. Chief Pittman said that tracking the number or limit of permits per address, would not be easily done. Mr. Bridges suggested amending the regulations. Mr. Stover pointed out he is allowed more than two permits but would voluntarily limit himself to two permits. Mr. Fee pointed out the extent parking has encroached in the residential areas and long-term parking strategies that have evolved to out-smart enforcement. Ms. Ferrantella said she would like to revisit the regulations and possibly better tracking of permits and allow this exception. Chief Pittman explained permits are purchased at graduated increments after the initial two and these regulations were already recently amended to improve the system. He added that it is very difficult to identify ownership of commercial vehicles hence the limitation to a single residential parking permit. Ms. Hill Holdgate said she can sympathize with commercial vehicle ownership. Mr. Bridges moved to deny the request; the motion died for lack of a second. Ms. Higgins moved to waive Chapter 200, Traffic Rules and Regulations, section 200.16.1.1 to issue one additional residential parking permit to a corporate vehicle to John Stover/Stover Engineering and Construction for 5 Liberty Street; it is the Board's understanding that Mr. Stover/Stover Engineering and Construction has already been issued one residential permit for a corporate vehicle for this address and that the approval limits the number of permits to be issued to 5 Liberty Street to two; Mr. Fee seconded. Ms. Ferrantella clarified in the event other permits are pulled during the year, the second commercial permit would be revoked. Mr. Bridges spoke against allowing "one-off" situations. So voted, 4-1. Mr. Bridges was opposed.

3. Nantucket Island School of Design and Arts (NISDA): Request for Waiver of Fees in Connection with Town Roadway Widening Project at Francis Street – Washington Street Intersection. Although NISDA Executive Director Kathy Kelm was not in attendance, she had been in contact with Chair Hill Holdgate with a revised submission for costs directly related to the demolition of cottages in connection with a recent transaction in which the Town and Land Bank acquired property at this location from NISDA. Chair Hill Holdgate spoke in favor of the submission explaining if the Town purchased the property it would have incurred the costs associated with demolition and removal. Ms. Kelm handled the burden of the demolition. Mr. Fee moved to accept the staff recommendation to waive the fees as requested; seconded by Ms. Higgins. All in favor, so voted.

4. Public Works Department: Request for Noise Bylaw Waiver in Connection with Night Work for Annual Roadway Painting. Mr. McNeil spoke in favor of the waiver to perform night painting due to the vendor



## Agenda Item Summary

|                      |           |
|----------------------|-----------|
| <b>Agenda Item #</b> | VIII. 3.  |
| <b>Date</b>          | 5/14/2025 |

### Staff

Brian E. Turbitt, Finance Director

### Subject

Increase FY25 Fuel Revolver Cap

### Executive Summary

The Nantucket Memorial Airport has requested that the FY25 Fuel Revolver cap be increased from the previously increased limit of \$6,000,000 to a new limit of \$. Under MGL Chapter 44 Section 53E ½ the cap on a revolving fund can be increased anytime during the fiscal year, with a vote of approval by the Finance Committee and the Select Board.

### Staff Recommendation

Recommend Approval

### Background/Discussion

N/A.

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

None

### Board/Commission Recommendation

N/A

### Public Outreach

None

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

None

### Attachments

Airport Presentation ppt



# ACK Fuel Revolver

1. The Airport sells aviation fuel
2. Implemented through a “Revolving Fund”
  - Separately accounts for specific revenues that fluctuate w/ demand
  - Allows for continuous replenishment of funds
3. Requires ACK to accurately predict fuel cost and demand 15 months in advance
4. Request cap increase \$6M to \$8.5M



# ACK Fuel Revolver

All airports rely on fuel sales as a primary revenue source.

- FY24 Operating Budget: \$2M (18% budgeted revenue)
- FY25 Operating Budget: \$2.2M (17% budgeted revenue)
- FY26 Operating Budget: \$2.4M (18% budgeted revenue)

Additional revenue above budget & Fuel Revolver funds used to pay off/down BAN's/debt.

\$9M + in PFAS mitigation funded by ACK stewardship of the revolver.



# ACK Fuel Revolver

## Myth:

1. Airport wants to sell more fuel
2. There are more private jets so fuel sales are up
3. High fuel prices cause high ticket prices
4. Jet Blue must take a lot of fuel!

## Reality

1. Fuel supply is already constrained
2. There are the same #, but they fly further
3. Fuel discounted for year-round providers
4. On an aircraft basis, American takes more fuel



# ACK Fuel Revolver

## Statistics:

- Prior to COVID, ACK sold 1.3M gal Jet A, CAGR 4%
- Post COVID, 2.1M gal Jet A, CAGR 0% (supply issues).
- Commercial 30%, General Aviation 70%.

## Planning Tools:

- General Aviation (*Commercial Aviation*):
  - **Capture Rate:** 30% (35% JBU, 100% others)
  - **Gal sold per arriving aircraft:** 80 (100 JBU, 550 others)
  - **Gal uplifted per sale:** 300 (100 JBU, 550 others)



# ACK Fuel Revolver

Anticipated fuel purchases until end of fisical year based on last year's actuals

|                                                        |              | # of Deliveries | Avg Gallons per load | Total Gallons | Avg Est Cost | Extended Cost                 |
|--------------------------------------------------------|--------------|-----------------|----------------------|---------------|--------------|-------------------------------|
| May                                                    | <i>Jet A</i> | 14              | 9,964                | 139,501       | \$ 3.41      | \$ 475,859.81                 |
|                                                        | <i>100LL</i> | 3               | 8,429                | 25,287        | \$ 5.63      | \$ 142,271.00                 |
| June                                                   | <i>Jet A</i> | 40              | 9,781                | 391,258       | \$ 3.37      | \$ 1,318,962.23               |
|                                                        | <i>100LL</i> | 1               | 8,174                | 8,174         | \$ 5.62      | \$ 45,928.60                  |
| Total loads                                            |              | 58              |                      |               |              |                               |
| <b><i>Projected Fuel Purchases May - June 2025</i></b> |              |                 |                      |               |              | <b><i>\$ 1,983,021.64</i></b> |



# ACK Fuel Revolver

## Suggested revolver increase to \$8.5M

|                                              |              |
|----------------------------------------------|--------------|
| Total Purchases Allowed in the Fuel Revolver | \$ 8,500,000 |
|----------------------------------------------|--------------|

|                            |              |
|----------------------------|--------------|
| Purchases as of April 2025 | \$ 5,838,726 |
|----------------------------|--------------|

|                                            |              |
|--------------------------------------------|--------------|
| Anticipated Fuel Purchases May - June 2025 | \$ 1,983,022 |
|--------------------------------------------|--------------|

|  |                     |
|--|---------------------|
|  | <b>\$ 7,821,747</b> |
|--|---------------------|

Estimated fuel balance remaining in the fuel revolver for \$ 678,253  
potential additional deliveries and price increases



# ACK Fuel Revolver

## Fuel Revenue as of 03/31/2025

|           |    |                   |
|-----------|----|-------------------|
| Revolver  | \$ | 6,000,000         |
| Operating | \$ | 6,803,506         |
|           | \$ | <u>12,803,506</u> |

## FY2025 Budget

|           |    |                  |
|-----------|----|------------------|
| Revolver  | \$ | 6,000,000        |
| Operating | \$ | 2,200,000        |
|           | \$ | <u>8,200,000</u> |

## Revenue shift after increase

|           |    |                   |
|-----------|----|-------------------|
| Revolver  | \$ | 8,500,000         |
| Operating | \$ | 4,303,506         |
|           | \$ | <u>12,803,506</u> |

*Even after Fuel Revolver increase revenue would still exceed budgeted amount for FY2025*



# ACK Fuel Revolver

## What will ACK do with any excess fund balances?

- Pay off the projects we took through CapCom/FinCom in 2025 cycle, clearing Town debt sheet.
- Build cash reserves for future Capital project needs
- Contribute to Employee Stabilization Fund
- Pay for future PFAS investigation and remediation





## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | VIII. 4. |
| Date          | 5/14/25  |

### Staff

Kristie Ferrantella, Municipal Housing Director

### Subject

Request for Extension of Land Development Agreement for Workforce Housing Rental Project at 6 Fairgrounds Road

### Executive Summary

HallKeen is seeking the board's approval of their request to extend the diligence period of the agreement for an additional 6 months through December 31, 2025

### Staff Recommendation

Staff recommends approving the request through December 31, 2025. Staff has continued weekly calls on the progress of the project and the unforeseen challenges that arose in the closing process have put a June 30<sup>th</sup> closing out of reach. We feel confident that this project will be able to close by the end of the year.

### Background/Discussion

HallKeen is requesting an extension of their diligence period through December 31, 2025. HallKeen has been working diligently with their financiers and the Town to close on the deal to develop 64 units of rental housing at varying income levels from 30% of Area Median Income up to market rate. The goal when the LDA was extended at the January 17, 2024 select board meeting was to close on the deal in the 4th quarter of 2024. However, MassHousing hit their bond cap and moved the closing to the end of the first quarter of 2025. While preparing for the closing, several unforeseen challenges arose such as the possible presence of a federal listed endangered species, a delayed EOHLC signoff on the financing structure, and a PFAS investigation.

The Project has substantial federal and state funding, as well as an \$8.7m contribution (in the form of grants and loans) from the Town and Trust.

It is also important that all units be eligible for inclusion on our SHI list and eligible for certification of our Housing Production Plan.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

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

### Board/Commission Recommendation



## Public Outreach

N/A

## Attachments

1. LDA Extension Request Letter from Hallkeen



**HK TICCOMA LLC  
c/o HallKeen Management, Inc.  
1400 Providence Highway, Suite 1000  
Norwood, MA 02062**

May 5, 2025

**By Email and Overnight Delivery**

Town of Nantucket Select Board  
Town & County Building  
16 Broad Street  
Nantucket, MA 02554

**Re: 6 Fairgrounds Road/Land Development Agreement**

**Executive Summary**

The Developer is requesting a six-month extension of the Land Development Agreement for the above-referenced project in order to complete the very substantial progress made to date in meeting all necessary contingencies, including the sourcing of equity and debt and the near finalization of design and construction contracts, notwithstanding unavoidable delays due to regulatory processes including: (1) the need for an environmental clearance letter from the Massachusetts Housing Finance Agency; (2) the need for a determination concerning the impacts of the possible presence of Northern Long-Eared Bats on the Project site; (3) the need for approval by the Executive Office of Housing and Livable Communities of the condominium structure required by the equity investor; and (4) the need for the results of an investigation by the Massachusetts Department of Environmental Protection regarding PFAS contamination of nearby wells. An anticipated Project Schedule through the closing of the debt and equity financing, taking into account the resolution of the above-described delays that remain outstanding, is attached hereto as Exhibit A.

---

Ladies and Gentlemen:

Reference is made to that certain Land Development Agreement by and between the Town of Nantucket (the “Town”) and HK Ticcoma LLC (the “Developer”) dated February 14, 2018 (the “Agreement”) regarding the construction of a 64-unit affordable housing development on the parcel of land known as 6 Fairgrounds Road, Nantucket (the “Project”). Capitalized terms not defined in this letter have the meanings ascribed to them in the Agreement.

Pursuant to Section I.A.3 of the Agreement, this letter shall serve as the Developer’s written request that the Town extend the Diligence Period under the Agreement from June 30, 2025 to December 31, 2025. Although the Developer has been engaged in good faith efforts to satisfy all of the Lease Contingencies set forth in the Agreement prior to June 30<sup>th</sup>, the Project has experienced some significant challenges over the last few months in advancing towards the

Town of Nantucket Select Board

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closing of the debt and equity financing for the Project (the “Financing Closing”). Despite being faced with those challenges, the Developer has continued to take important steps towards effectuating the Financing Closing, while also diligently working to resolve the challenges that have been presented. Although much progress has been made, as noted in this request letter, the Developer will not be able to satisfy the Lease Contingencies prior to June 30<sup>th</sup>.

A. Challenges and Delays. Over the past six months, the Project has experienced significant unforeseen delays including the following:

1. Federally Endangered Species. During the State and Federal Permitting review, the Developer discovered the possible presence of a federally listed endangered species, the Northern Long-Eared Bat (the “NLEB”), on the Project site. The cursory determination letter generated by the Information for Planning and Consultation system (“IPaC”) of the United States Fish and Wildlife Service (“USFW”) disclosed that the Project “May Affect” the NLEB and should seek consultation with the USFW office. Due to staffing shortages at the USFW office, establishing contact with USFW has proven difficult, although, there has been some initial correspondence with USFW regarding the Project. As part of that initial correspondence, USFW indicated a letter from the Massachusetts Housing Finance Agency (“MHFA”) designating the Project’s ecologist, Sarah Barnum of the BSC Group, as the Project’s non-federal representative (the “Designation Letter”) was required to schedule the consultation. MHFA issued the Designation Letter and the same was delivered to USFW on May 1, 2025. The Developer recently hired Ms. Barnum due to her expertise with NLEBs and her familiarity with the staff at the USFW office who typically oversee projects with the possible presence of NLEBs. As advised by Ms. Barnum and due to the difficulty of contacting the USFW office, the Developer will proceed with an acoustic study (the “Study”) to determine whether or not NLEBs are present at the Project site. The Study is scheduled to begin on May 19, 2025, as acoustic studies must be performed during the “pupping season” which begins on May 15<sup>th</sup> and when temperatures are above 50 degrees. In the event no NLEBs are determined to be present, the Developer, after consultation with Ms. Barnum and MHFA, expects the earliest the contractors can begin tree clearing is September 4, 2025, which date takes into account the time needed to obtain the Clearance Letter (defined in Section A.2 below), as well as receipt of the building permits. In the event NLEBs are determined to be present, tree clearing work would commence as of December 1, 2025, when the hibernation period starts for the NLEB, unless USFW permits the tree clearing work to commence at an earlier date. The “pupping season” and hibernation periods are both established by Federal regulations. As there are some variables in determining when tree clearing can begin, please see the attached Project Schedule which includes a timeline with the relevant factors that will influence when the work can commence.

2. Environmental Clearance Letter. While the Developer initially expected MHFA’s environmental review to be completed in January, it has taken months longer than expected. MHFA has recently advised the Developer that they cannot conclude their environmental review until after the completion of the consultation with USFW and the determination of what, if any, mitigation is required by USFW (the “USFW Determination”). Once the USFW Determination is obtained, between certain publishing requirements and HUD’s review period, MHFA expects

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to issue the environmental clearance letter (the “Clearance Letter”) on or about August 4, 2025. Without the Clearance Letter, the Developer is constrained by federal law and policy from moving forward with anything deemed to be a “choice limiting activity”, which includes, inter alia, obtaining the building and sewer connection permits and entering into the construction and architectural contracts. Notwithstanding the delay in the MHFA environmental review, the Developer has nonetheless negotiated nearly all of the terms of the construction and architectural contracts and has prepared the building and sewer permit applications so that the Developer can promptly move forward with the same as soon as the Clearance Letter is issued.

3. Condominium Structure. Stratford Capital Group’s (“Stratford”), the tax credit syndicator, commitment to raise equity capital for the Project was conditioned on the establishment of a complex condominium structure. As you are aware, the Project is a so-called “twinning” deal in that it includes both 4% and 9% Federal Low Income Housing Tax Credits (“LIHTC”). In many twinning deals, developers will simply bifurcate a project into two separate projects, a 4% project and a 9% project by using either a condominium or leasehold structure. Stratford (and the investors) are requiring that the Developer not only create a condominium regime with a 4% unit and a 9% unit, but are requiring that the 4% unit be further divided into a workforce/market rate unit and a LIHTC unit (together, the “4% Phase”) and the 9% unit similarly into a workforce/market rate unit and a LIHTC unit (together, the “9% Phase”). Although, this condominium unit structure has been used before elsewhere in the country, and, to the Developer’s knowledge, at least in one other instance in the Commonwealth of Massachusetts, it was not until April 25, 2025 that the Executive Office of Housing and Livable Communities (“EOHLC”) advised Developer of its approval of the condominium structure.

4. PFAS Investigation. In December, the Developer was made aware of an investigation being conducted by the Massachusetts Department of Environmental Protection (“DEP”) in connection with possible PFAS contamination of certain wells within the surrounding area of the Project. DEP concluded its investigation in March and issued a finding that the Project site is located downgradient of those wells and, as a result, the Project presents no risk of contributing to any further contamination of those wells. The finalization of the Phase I Environmental Report for the Project was put on hold until DEP issued its results. The Developer is happy to report that a clean Phase I Report has since been issued.

5. Project Costs: As you are aware, construction costs have continued to rise since the onset of the Project. The Developer and the general contractor, Dellbrook Construction, continue to perform the necessary value engineering analysis and to implement further cost-saving measures in order to protect the economics of the Project. The Developer is mindful that further delays will require additional value engineering analysis of the budget and is committed to closing on the Financing Closing and commencing construction of the Project as soon as possible.

B. Equity and Financing: Now that EOHLC and Stratford have agreed to move forward with the proposed condominium structure, the Developer’s focus has shifted to working with the Town and EOHLC to advocate for the relative priority of the Town’s loans over the loans being

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administered by EOHLC. Once that priority is resolved, the Developer expects the lenders and investor to turn their efforts to drafting their various loan and equity documents (the “Closing Documents”), as well as reviewing diligence. Given the combination of funding sources for the Project and their respective funding terms, the Developer anticipates that the Financing Closing will be extraordinarily complex and time consuming and, as such, the review and negotiation process for the Closing Documents, once drafted and disseminated, will take multiple months for all of the parties to review and finalize. The Developer will keep the Town apprised of the progress in moving the lenders and investor towards the Financing Closing, but, given the efforts it will take to close, a June 30<sup>th</sup> Financing Closing is not feasible. The following is the status of the equity and debt financing for the Project:

1. Stratford: On February 25, 2025, Stratford issued (i) a letter of intent for investor capital in the approximate amount of \$5,240,000.00 in connection with the sale of LIHTC awarded to the 4% Phase of the Project and (ii) a letter of intent for investor capital in the approximate amount of \$10,758,000.00 in connection with the sale of LIHTC awarded to the 9% Phase of the Project.

2. Rockland Trust Company (“Rockland”): On January 31, 2025, Rockland issued (i) a letter of intent for construction financing in the approximate amount of \$15,349,000.00 for the 4% Phase of the Project and (ii) a letter of intent for construction financing in the approximate amount of \$18,213,000.00 for the 9% Phase of the Project.

3. EOHLC:

i. With respect to the 4% Phase of the Project, the Developer has received the following from EOHLC: (1) an award letter dated December 23, 2024 for the allocation of LIHTC and Massachusetts State Low Income Housing Tax Credits (“STC”); and (2) an award letter dated December 23, 2024 for funds in the amount of \$420,000.00 from the Massachusetts Affordable Housing Trust Fund (“AHTF”).

ii. With respect to the 9% Phase of the Project, the Developer has received the following from EOHLC: (1) an award letter dated December 23, 2024 for the allocation of LIHTC and STC; (2) an award letter dated December 23, 2024 for funds in the amount of \$565,000.00 from the AHTF; and (3) an award letter dated December 23, 2024 for funds in the amount of \$735,000.00 from the Housing Stabilization Fund.

iii. EOHLC has additionally committed to providing funds in the total amount of \$4,000,000.00 to the 4% Phase and 9% Phase of the Project, the allocation of which funds to each phase is yet to be determined, under the American Rescue Plan Act.

4. Nantucket Affordable Housing Trust (“NAHT”): On December 9, 2024, the NAHT issued the following: (i) a loan commitment for financing in the amount of \$6,700,000.00 for the 4% Phase of the Project and (ii) a loan commitment for financing in the amount of \$2,000,000.00 for the 9% Phase of the Project. Additionally, utilizing the sale

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proceeds of the STC awarded to the Project, NAHT will loan (i) approximately \$4,080,484.00 for the 4% Phase of the Project and (ii) approximately \$4,116,031.00 for the 9% Phase of the Project.

5. Massachusetts Housing Finance Agency (“MHFA”):

i. With respect to the 4% Phase of the Project, MHFA has agreed to provide (i) a bridge mortgage loan in the approximate amount of \$7,260,000.00 and (ii) a permanent first mortgage loan in the approximate amount of \$7,720,000.00. While the Developer originally expected to obtain the approval of these loans by MHFA’s board in January, the board’s vote has been delayed until the Clearance Letter is issued. Currently, the Developer expects the loans to be approved at the board’s next meeting scheduled for May 13, 2025.

ii. With respect to the 9% Phase of the Project, MHFA has agreed to provide a permanent first mortgage loan in the approximate amount of \$6,431,000.00. Like the 4% Phase’s loans, MHFA’s board is also scheduled to vote on the approval of this permanent loan at its May 13, 2025 meeting.

6. Massachusetts Housing Partnership (“MHP”): A few months ago, MHFA informed the Developer that the Workforce Housing Trust (“WFHT”) funds administered through their office were no longer available. The Developer has since secured an agreement from MHP to provide \$1,400,000.00 in WFHT funds to each of the 4% Phase and 9% Phase of the Project (\$2,800,000.00 total).

C. Permits and Approvals: The following is an update of the permitting and approvals required for the Project:

1. Special Permit/Site Plans: As previously reported, the Nantucket Planning Board issued an extension of the Special Permit (File No. 67-17) through April 12, 2027 and endorsed the final site plans for the Project on September 9, 2024. No further action on the Special Permit or site plan is required for the Project.

2. Historic District Commission (“HDC”): At the HDC meeting on March 18, 2025, HDC approved of certain de minimis modifications to the Project and the installation of solar panels on the rooftops of two of the Project’s buildings. Approval of the solar panels for the remaining buildings is expected in the next week or two.

3. Building Permit: As mentioned last November and based on previous correspondence with the Building Commissioner for the Town, the Developer and Dellbrook Construction have compiled full submission packages for four (4) building permits in connection with each of the four rental apartment buildings and two (2) building permits for each of the bike sheds to be constructed. While the Developer was prepared to submit the building permit applications last fall, the Developer was advised by MHFA to postpone their submissions until

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issuance of the Clearance Letter. As soon as the Clearance Letter is issued by MHFA, the Developer intends to file the building permit submissions promptly thereafter.

4. Sewer Permits: As you are aware, the Select Board approved of the Developer's request to waive certain sewer connection and sewer capacity fees last fall. The Project's engineer, Horsley Witten, has prepared the 65 sewer permit applications required for the Project and is prepared to file the same with the Nantucket Sewer Department promptly upon issuance of the Clearance Letter by MHFA.

5. Massachusetts Environmental Protection Act ("MEPA"): In 2018, the Town requested a determination from the MEPA office as to whether certain changes to the Project (e.g. the increase in the unit count, an increase to the average daily trips generated by the site, etc.) would require an extension of the existing Certificate on the Environmental Notification Form issued in 2019. In an email on October 30, 2019, Deirdre Buckley, the then Director of the MEPA office, confirmed that no further MEPA review was required for the Project due to those project changes. As there have been no material changes to the Project that are within MEPA's purview since 2019, the Developer consulted with Jennifer Hughes at the MEPA office on April 16, 2025 regarding MEPA's issuance of an advisory opinion to formalize the previous determination made by Deirdre Buckley. The Developer intends to submit such request by the week of May 12, 2025 and anticipates receipt of the advisory opinion within 20 days after submission.

6. Airspace Determination. The Developer received (i) a written determination from the Federal Aviation Administration (the "FAA") on April 1, 2025 and (ii) a written determination from the Aeronautics Division of the Massachusetts Department of Transportation (the "Aeronautics Division") on April 22, 2025 that the Project does not require respective permits from the FAA or the Aeronautics Division due to the Project's proximity to the Nantucket Memorial Airport.

D. Ownership Entities. In preparation for the Financing Closing, the Developer has formed all of the ownership entities on the organizational charts attached hereto as Exhibit A and received the EINs for the same.

As mentioned above, the Developer is aware that any additional delays are likely to create further economic constraints on the Project and is committed to making every effort to close on the Financing Closing and commence construction as soon as possible. The Developer is also keenly aware of the need to add the 64 units to the Town's subsidized housing inventory list as soon as possible, but certainly before the end of the year. While the Developer believes that the majority of the challenges the Project faces can be resolved with an extension through the end of the summer, the delays to the tree clearing work may take longer. The Developer and Ms. Barnum will continue to work with the USFW office, as expeditiously as possible, to determine and then resolve any impacts the NLEB will have on the ability to clear the Project site. While the worst-case scenario is that the clearing work cannot begin until December 1, 2025, the

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Developer is hopeful that the Study will indicate that there are no NLEBs present and that the clearing work can commence as of August 15, 2025, if not sooner.

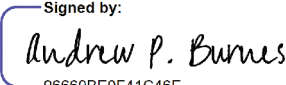
For the reasons stated above, the Developer respectfully requests that the Town extend the Diligence Period until December 31, 2025 so that the Developer has adequate time to navigate satisfaction of the Lease Contingencies and to work toward resolution of the challenges the Developer has faced in the last six months. The Developer will continue to communicate regularly with the Select Board to keep you apprised of the Project's further progress toward satisfaction of the Lease Contingencies and the Financing Closing.

Thank you for your time and attention to this matter. If you have any questions, please do not hesitate to contact us.

Sincerely,

HK TICCOMA LLC

By: HKM Partners 2017, LLC, its Manager

By:  Signed by:  
96660BE0F41C46E...  
Andrew P. Burnes, Manager

cc: Vicki S. Marsh, Esq., KP Law, P.C. (by email and overnight delivery)  
Sarah Alger, Esq. (by email)  
Faith Glickman Rossi, Esq. (by email)  
Katherine E. McGarr, Esq. (by email)  
Daniel P. Holmes, Esq. (by email)

Town of Nantucket Select Board  
May 5, 2025  
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## EXHIBIT A

### Project Schedule

PROJECT SCHEDULE  
TICCOMA GREEN – WORKFORCE HOUSING  
NANTUCKET, MA  
Updated: 5/1/2025

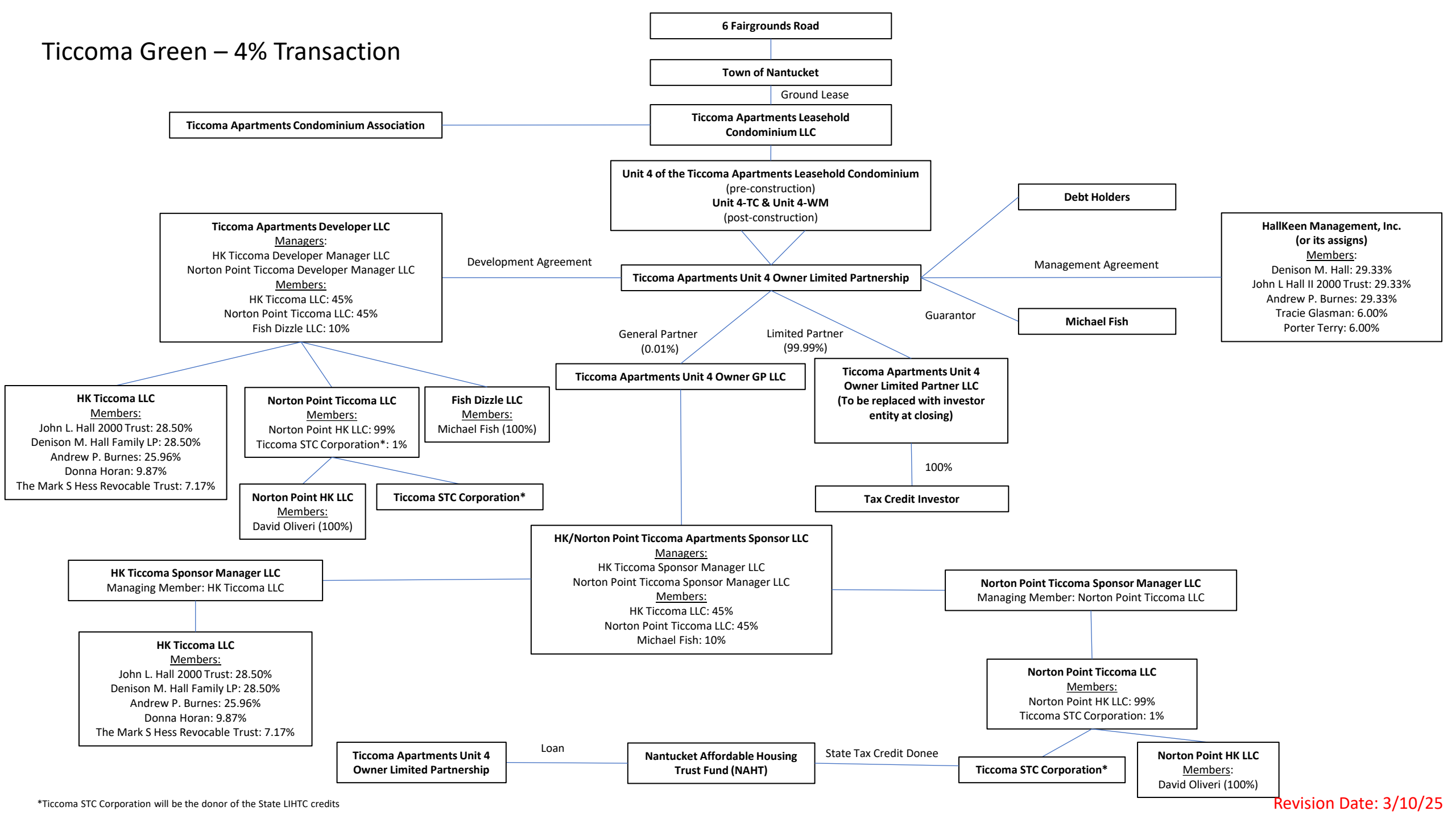
|             |    |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2025</b> |    |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| MAY         | 6  | Submit request for LDA extension to Town                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|             | 13 | HDC Meeting to review and approve the PV solar panels for the two “Ticcoma” Buildings                                                                                                                                                  | The PV solar panels for the two “Fairgrounds” buildings were previously approved by HDC                                                                                                                                                                                                                                                                                                                                                                                   |
|             | 13 | <b>MassHousing board meeting</b>                                                                                                                                                                                                       | Vote on the Official Action Status                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|             | 14 | <b>Town Select Board hearing</b>                                                                                                                                                                                                       | Hearing for LDA extension request                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|             | 19 | NLEB Acoustical Survey by BSC Group begins                                                                                                                                                                                             | On-site 14 equivalent and qualified detection days are required. Work may extend to JUN 7 pending required weather conditions.                                                                                                                                                                                                                                                                                                                                            |
|             | 20 | Submit licensing requests to Town                                                                                                                                                                                                      | Request to include street parking, pre-closing construction work inc. site clearing and condo sheds                                                                                                                                                                                                                                                                                                                                                                       |
|             | 26 | Holiday - Memorial Day                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|             | 28 | Town Select Board hearing for licensing requests                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| JUN         | 7  | End of NLEB extended period on-site monitoring by BSC                                                                                                                                                                                  | Could be sooner if the 14 qualified detection days have been achieved                                                                                                                                                                                                                                                                                                                                                                                                     |
|             | 13 | NLEB Initial Findings from BSC, update the IPaC then prepare report and submit to USF&W.<br><br><b>At this point the pre-closing construction start date for site clearing and target finance closing date can be better estimated</b> | <ul style="list-style-type: none"> <li>- If no “hits”, confirm through the IPaC system that site clearing can begin. A “No Affect” IPaC determination requires 15-day review period by USF&amp;W.</li> <li>- If “hits”, consult with USF&amp;W for mitigation required to allow site clearing.</li> <li>- waiting to clear until after the “pupping period” ends AUG 15 might be required.</li> <li>- Worst case: waiting till hibernation period starts DEC 1</li> </ul> |
|             | 30 | End of USF&W review period. MassHousing wraps on ER and publishes public notice                                                                                                                                                        | ER public notice is 15 days                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| JUL         | 4  | Holiday                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|             | 15 | End of ER public notice period. MassHousing then signs ER and submits to HUD                                                                                                                                                           | MassHousing requires 2 days and HUD requires 15 days                                                                                                                                                                                                                                                                                                                                                                                                                      |
| AUG         | 4  | <b>End of HUD ER-FONSI review period</b>                                                                                                                                                                                               | Estimated arrival date of FONSI & end of “choice limiting”                                                                                                                                                                                                                                                                                                                                                                                                                |
|             | 5  | Submit Con Docs and applications for sewer permits and building permits to Town                                                                                                                                                        | 30-day review period. Verify sewer permits can be submitted simultaneously                                                                                                                                                                                                                                                                                                                                                                                                |
|             | 5  | <b>HUD Risk-share application submitted to HUD by MassHousing</b>                                                                                                                                                                      | Requires FONSI to submit and then HUD requires 30–45-day review (typically 30 day)                                                                                                                                                                                                                                                                                                                                                                                        |
|             | 15 | <b>NLEB “pupping period” ends</b>                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| SEP         | 1  | Labor Day                                                                                                                                                                                                                              | On A                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|             | 4  | <b>HUD Risk-share approval</b>                                                                                                                                                                                                         | <b>Assumes more typical 30-day turn-around</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |
|             | 4  | Building Permits/Sewer Permits                                                                                                                                                                                                         | Conditioned on ER clearance letter by 8/4 so Con Docs can be submitted to Town Building Dept.                                                                                                                                                                                                                                                                                                                                                                             |
|             | 4  | Pre-closing site clearing and mobilization (earliest possible time pending NLEB mitigation plan).                                                                                                                                      | MassHousing requires building permit to begin and will need licensing agreement from the Town. Work to include site clearing, mobilization, condo shed construction.                                                                                                                                                                                                                                                                                                      |
|             | 9  | <b>Target Finance Closing</b>                                                                                                                                                                                                          | <b>Earliest Possible pending completion of FONSI and HUD Risk-share review</b>                                                                                                                                                                                                                                                                                                                                                                                            |
| DEC         | 1  | NLEB hibernation period begins – outside finance closing date and construction start                                                                                                                                                   | Site clearing is allowed from DEC 1 to MAR 15 with no conditions                                                                                                                                                                                                                                                                                                                                                                                                          |

Town of Nantucket Select Board  
May 5, 2025  
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## EXHIBIT B

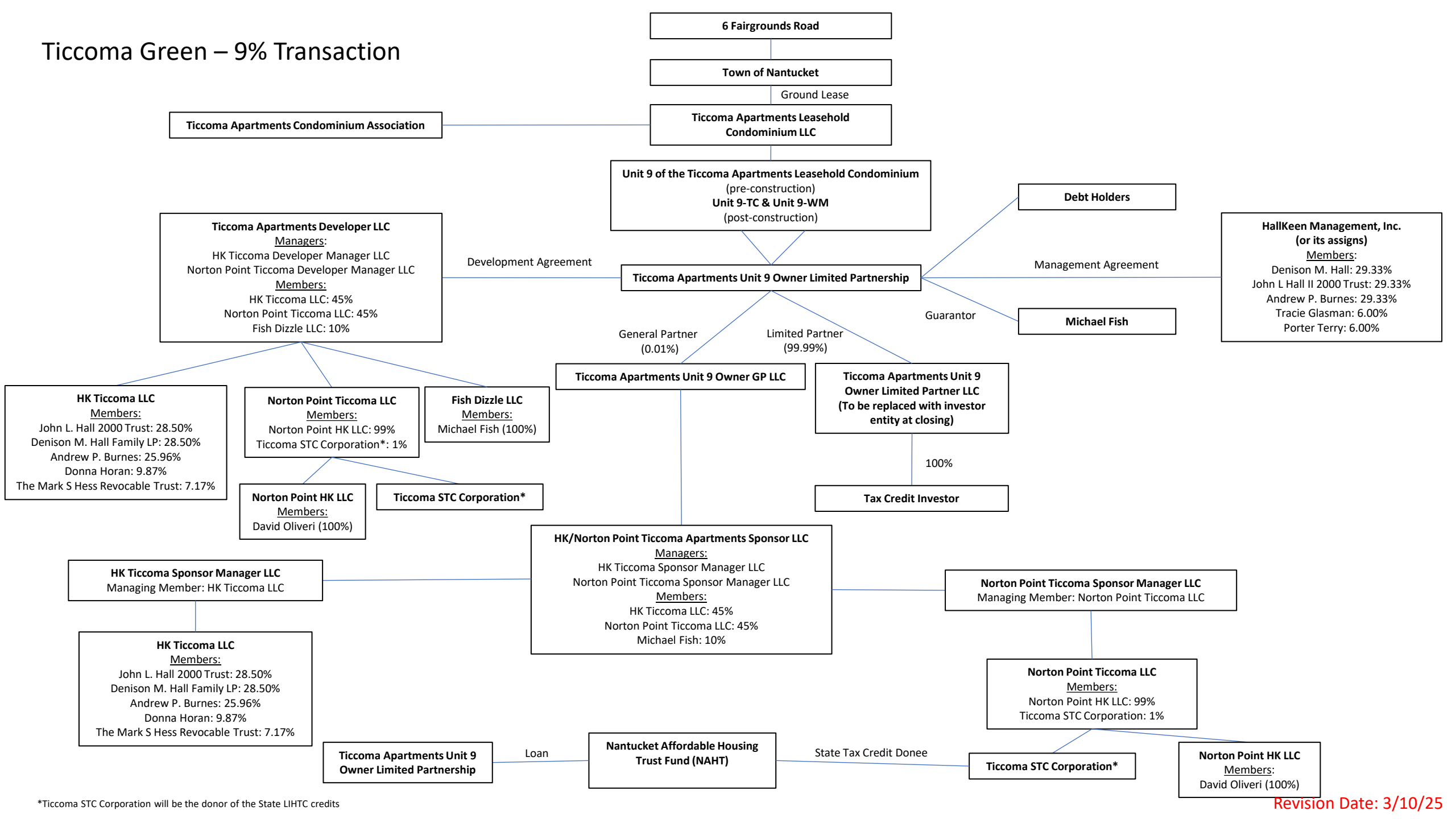
### Organizational Charts

# Ticcoma Green – 4% Transaction



\*Ticcoma STC Corporation will be the donor of the State LIHTC credits

# Ticcoma Green – 9% Transaction





## Agenda Item Summary

|                      |            |
|----------------------|------------|
| <b>Agenda Item #</b> | IX. 1.     |
| <b>Date</b>          | 05/14/2025 |

### Staff

Tracy MacDonald, Real Estate Specialist

### Subject

SELECT BOARD: Approval and execution of the Memorandum of Understanding, between County Commissioners, Select Board, Sheep Pond Road residents and Nantucket Conservation Foundation, Inc.

### Executive Summary

Staff has been working in conjunction with Town Counsel on the final version of the Memorandum of Understanding with the owners of homes in the Sheep Pond Road area for permanent alternative access provided through an Easement with Nantucket Conservation Foundation, Inc. Town Counsel has prepared the agreement and worked with the owners attorneys to finalize and accept the document. We have secured the signatures and also have the supporting documents for the agreement ready and in final form. The Temporary Easement has been recorded at the Registry of Deeds and the plans are finalized for the permanent easement for the new roadway. Once executed by the County Commissioners and the Select Board, the document can be submitted to Natural Heritage for issuance of permitting for the roadway construction.

### Staff Recommendation

To execute the Memorandum of Understanding Agreement in the form prepared and reviewed by Town Counsel.

### Background/Discussion

Town administration has worked diligently towards the remaining steps necessary, including negotiating the Memorandum of Understanding between all the parties, the finalization of plans which required revision due to the recent erosion, assembling the betterment cost estimates and roadway design, materials. Staff has secured the Third Extension of Temporary Easement Agreement through October 2025 and anticipates the project will be complete prior to expiration. The Permanent Easement Agreement between Nantucket Conservation Foundation and the Sheep Pond Homeowners Association is close to final and being executed by the parties. The MOU with attachments will be submitted to Natural Resources for finalizing permitting process. While pending, staff will finalize the betterment process, and facilitate other components of the transaction.



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

Erosion/Roadway and emergency access

**Board/Commission Recommendation**

N/A

**Public Outreach**

Select Board presentations

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

Master Plan

**Attachments**

Memorandum of Understanding Agreement



**Memorandum of Understanding  
Between  
County of Nantucket and Town of Nantucket  
And  
Nantucket Conservation Foundation, Inc.  
And  
Sheep Pond Road Residents**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_\_ day of May, 2025, between the **County of Nantucket**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its County Commissioners, having a principal place of business at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “**County**”), acting by the authority of the Nantucket County Charter, St. 1996, c. 290, §4, and by virtue of every other enabling power and authority, the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“**Town**”) and the **Nantucket Conservation Foundation, Inc.**, a Massachusetts nonprofit corporation, having its principal office at 118 Cliff Road, Nantucket, Massachusetts 02554 (“**NCF**”) and

1. **Brendan Maddigan**, of P.O. Box 382, Woods Hole, MA 02543;
2. **8SPR, LLC**, of 23 Brush Island Road, Darien, CT 06820;
3. **Garrett M. Liddell and Jan Marie Liddell**, of P.O. Box 275, Killington, VT 05751;
4. **James Maloney and Amy Cutler**, of 18 Orne Street, Marblehead, MA 01945;
5. **14328 Misty Meadow Lane, LLC**, of 4802 Glenmont Street, Bellaire, TX 77401;
6. **DJV Real Estate LLC (f/k/a Love Sand, LLC)**, of 75 Gerber Road East, South Windsor, CT 06074;
7. **Jennifer Jordan**, of 39 Sheep Pond Road, Nantucket, MA 02554;
8. **P. Jeffrey Lucier, Trustee of Lucier Nominee Trust**, of 2665 East Overlook Road, Cleveland Heights, OH 44106 (owner of both 42 and 44 Sheep Pond Road);
9. **MMC Properties, LLC**, of 8866 N. Sea Way, #204, Vero Beach, FL 32963;
10. **Jane Johnson, Trustee of Michael Burns Children’s Trusts**, of 128 Hollister Avenue, Santa Monica, CA 90405;

and their respective heirs, successors and assigns (each a “**Sheep Pond Road Resident**,” and collectively, the “**Sheep Pond Road Residents**,” together with the County, the Town, and NCF, the “**Parties**”).

**RECITALS**

WHEREAS, a portion of Sheep Pond Road has eroded (the “**Eroded Portion**”), resulting in the residents of Sheep Pond Road with no legal access to a public or private way over which they have lawful rights of access except for a temporary access easement as described below;

WHEREAS, due to the emergency and public necessity for access, the County determined that it was necessary to provide temporary alternative access for the public and emergency vehicles for ingress and egress to a public way until a permanent alternative means of

access could be provided to the Sheep Pond Road Residents;

WHEREAS, the County and several abutters to Head of Plains Road agreed to enter into a Temporary Easement Agreement in which the abutters, NCF, Benjamin G. Gifford and Jane Carlin, Ninehop, LLC and Edmund J. Cienava and Maria E. Cienava granted to the County a temporary non-exclusive access easement and NCF granted a temporary construction easement to provide the temporary alternate access as described in the Temporary Easement Agreement dated March 26, 2021, filed with the Nantucket Registry District of the Land Court as Document No.168947 as amended of record;

WHEREAS, the County, the Town and NCF have agreed that a permanent alternate access for vehicular and pedestrian access for the Sheep Pond Road Residents would be served by a grant of easement by NCF over a portion of the NCF Parcels and the open space and conservation interests of NCF will be served by a land exchange between the Town and NCF for these purposes;

WHEREAS, the Town and the County propose to be responsible for the initial construction of the permanent alternate roadway as described below upon the terms set forth herein;

WHEREAS, NCF is the owner of the fee title of certain parcels of vacant land in Nantucket, Massachusetts, and is the owner of the fee title of the “Way” and the “Proprietors Road” shown on the hereinafter-defined Roadway Plan, all of which are more particularly described as follows (collectively referred to as the “**NCF Parcels**”):

1. Assessor’s Map 63, Parcel 58, being Lot 1 on Land Court Plan No. 35744-B, as described in Certificate of Title No. 8549;
2. Assessor’s Map 63, Parcel 8, being Lot 2 on Land Court Plan No.35744-B, as described in Certificate of Title No. 8549;
3. Assessor’s Map 63, Parcel 40, shown as Lot 5 on plan of land recorded with Nantucket County Registry of Deeds in Plan Book 19, Page 143, as described in Deed recorded with said Deeds in Book 162, Page 90;
4. Assessor’s Map 63, Parcel 42, being Lot 5 on Land Court Plan No. 36935-B, as described in Certificate of Title No. 15416;
5. Assessor’s Map 63, Parcel 44, being Share 8 (Portion), as described in Deed recorded with said Deeds in Book 179, Page 341; and
6. A thirty-three foot (33’) wide Way abutting and lying between Assessor’s Map 63, Parcels 8 and 40; and a thirty-three foot (33’) wide Proprietors Road abutting and lying between Assessor’s Map 63, Parcels 44 and 42, as shown on said Roadway Plan referenced below.

WHEREAS, NCF shall grant a roadway easement over a portion of the NCF Parcels for purposes of vehicular and pedestrian access to Massasoit Road, as shown on a plan entitled “Exhibit Plan Sheep Pond Road in Nantucket, Massachusetts,” dated \_\_\_\_\_, 2023, prepared by Nantucket Surveyors, LLC, a copy of which is attached hereto as **Exhibit A** (“**Roadway Plan**”), which Roadway Plan has been approved by the Parties;

WHEREAS, the Town is the owner of a certain parcel of approximately 5.74 acres of vacant land situated in Nantucket, Massachusetts shown on Assessor's Map 45 as Parcel 9, 50 Altar Rock Road, as described in a deed from Henry Coffin Everett dated July 15, 1927, filed with the Nantucket Registry District of the Land Court as Document No. 1866, noted on Certificate of Title No. 1423 (the "**Town Parcel**");

WHEREAS, the County, NCF, and the Town have reached an understanding that NCF shall grant to the Sheep Pond Road Residents (or a homeowners' association trust for their benefit) a non-exclusive perpetual easement for pedestrian and vehicular access over a portion of the NCF Parcels shown as "Proposed 30' Wide ROW Proposed 16-20' Wide Gravel Road" on the Roadway Plan (the "**Roadway Easement**"), the Town shall convey the Town Parcel to NCF for open space, conservation, and recreation purposes as authorized in Chapter 159 of the Acts of 2024, a copy of which is attached hereto as **Exhibit B**; and shall take by eminent domain the paper streets (the "**Paper Street Parcels**") as shown on the plans attached hereto as **Exhibit C** (collectively, the "**Paper Street Plans**"), and then convey the Paper Street Parcels to NCF to be combined with the abutting NCF property to be used for open space and conservation purposes, pursuant to the votes of Articles 87 and 88 of the 2022 Annual Town Meeting.

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Due Diligence Precedent to Conveyance. The Parties, as applicable, shall diligently pursue the following items of due diligence and shall perform the following responsibilities and pay the following costs:
  - (a) Promptly after execution of this MOU, NCF and the Sheep Pond Road Residents shall diligently negotiate and agree upon the terms of an Easement Agreement between NCF and the Sheep Pond Road Residents (or a homeowners' association trust for their benefit) for the grant of a non-exclusive permanent alternate access easement over the Roadway Easement area for pedestrian and vehicular access over the Roadway Easement (the "**Roadway**"). The final form of Easement Agreement shall be agreed upon, executed by NCF and the Sheep Pond Road Residents (or a homeowners' association trust for their benefit), and recorded with the Nantucket Registry of Deeds and filed with the Nantucket Registry District of the Land Court no later than thirty (30) days after the date of this MOU. NCF agrees that it will take all actions and execute and deliver the Easement Agreement, all of which will occur prior to the conveyance of the Town Parcel and the Paper Streets Parcels. NCF and each of the Sheep Pond Road Residents shall pay their respective costs and expenses associated with the negotiation of the Roadway Easement, including, without limitation, their respective attorneys' fees. The Parties acknowledge that the expense and responsibility to record the easement shall be borne by the Sheep Pond Road Residents. In the event that the

Town and/or County is denied or does not receive the necessary permits and approvals for construction of the Roadway in the location shown on the Roadway Plan, the County, NCF, and the Sheep Pond Road Residents shall cooperate with each other and diligently negotiate a relocated area for the Roadway in a location that is otherwise consistent with the terms and provisions of this MOU that will allow, if possible, for receipt of the necessary permits and approvals for construction of the Roadway.

- (b) The Town, at its sole cost and expense, filed an application with the Planning Board for its approval of the Paper Street Plans. Upon approval of the Paper Street Plans by the Planning Board and by the Select Board, the Town shall, at its sole cost and expense, prepare an Order of Taking by eminent domain of said Paper Streets for adoption by the Select Board as previously authorized by the vote of Article 87 of the 2022 Annual Town Meeting, and then file said Order of Taking with the Nantucket Registry District of the Land Court and record with the Nantucket Registry of Deeds the Order of Taking and the Paper Streets Plans.
  - (c) The Town and/or County has applied for the necessary approvals and determination from the Division of Fisheries & Wildlife, Natural Heritage & Endangered Species Program (NHESP) for the construction of the Roadway and any and all other permits, licenses or other approvals required to undertake any work within the Roadway Easement (collectively, the “**Permits and Approvals**”) and shall promptly pursue issuance of same. Upon the execution of this MOU, the Town and/or the County shall update its application with NHESP. The Town and/or County shall provide updates to the Sheep Pond Road Residents and NCF as to the status of obtaining the Permits and Approvals and shall provide copies of the issued Permits and Approvals to NCF and the Sheep Pond Road Residents.
  - (d) Upon adoption and recording of the Order of Taking of the Paper Streets, the Town shall promptly prepare and file with the Land Court for registration, the Land Court Plans for the Paper Streets which are registered land in form reasonably acceptable to NCF, and file Petitions with the Land Court for the Approval of the Paper Street Plans and the Issuance of New Certificates of Title in the name of the Town for each paper street. The cost of plan preparation, Land Court approval, and filing fees is solely the Town’s cost and expense.
2. Construction. Within thirty (30) days after the receipt by the Town and/or County of the Permits and Approvals for the construction of the Roadway as shown on the Roadway Plan and the executed Easement Agreement, the County will use diligent efforts to commence construction of the Roadway and shall cause it to be completed in an expeditious manner. The County shall place barriers and/or take other measures to protect persons and NCF property from damage during

construction or any work within the Roadway Easement area. NCF, with the County's prior approval shall have the option to use Sheep Pond Road soil removed by the County for use on other NCF properties for restoration purposes, provided it is consistent with the NHESP requirements and conditions of the project and its permitting. The County shall complete all work in an expeditious manner and minimize interference with the use of the remainder of the NCF land. The County shall remove all construction debris or rubble, including any trees, vegetation or brush, which are removed as part of such construction from the Roadway Easement area, but in no event shall the County leave debris that would interfere with use of the Roadway Easement area or the NCF land. Upon completion of the construction of the Roadway, the County shall (i) block off access to the Eroded Portion in a location and manner reasonably acceptable to the County and the Sheep Pond Road Residents, and (ii) restore any damage or disturbance it causes to the NCF land outside of the bounds of the Roadway Easement to their condition prior to such disturbance or damage as reasonably practicable, at the County's sole cost and expense. The County shall be responsible for the initial construction of the Roadway. Any costs incurred by the County for the permitting, licensing, approvals, and construction of the Roadway Easement, including costs for surveys, preparation of plans, legal fees and recording and filings fees shall be assessed as a betterment to the Sheep Pond Road Residents.

3. Maintenance and Repair of the Roadway. Upon completion of the construction of the Roadway, the Sheep Pond Road Residents shall be responsible for the maintenance, upkeep and repair of the entire length of the Roadway, which shall include the obligation to remove snow and ice therefrom, which shall include those portions of the Roadway which are bordered on both sides by NCF Parcels. As part of the maintenance obligations, the Sheep Pond Road Residents shall remove any trees, vegetation or brush within the Roadway necessary to maintain the width of the Roadway and maintain adequate sight lines. The Roadway shall not be laid out and accepted as a public way. The Easement Agreement shall provide for the terms of maintenance, upkeep and repair of the Roadway.

4. Indemnification.

- a. County Indemnification. The County agrees, to the extent permitted by the operation of law, to indemnify, defend and hold NCF harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every nature, both in law and equity arising out of or relating to the County's construction of the Roadway and specifically: (a) the discharge, release or threatened release at the Roadway Easement area of oil or hazardous materials as defined under federal, state or local laws which is caused by the County, or its agents, employees, contractors and representatives (collectively, the "**County Parties**"); (b) any failure on the part of the County Parties to comply with this MOU; and (c) the death, injury or property damage

suffered by any person on account of or based upon the gross negligence or willful misconduct of any of the County Parties. To the extent that the County or anyone acting for or through the County during the construction of the Roadway releases or is otherwise responsible for a release of oil or hazardous materials on the Roadway Easement area in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority with jurisdiction over the Roadway Easement area or the release, the County shall promptly notify NCF and MassDEP of the reportable condition. The County shall be responsible to address the remediation as may be conditioned by MassDEP at its sole cost and expense.

b. NCF and County Indemnification. NCF and the County each agree, to the fullest extent permitted by law, to indemnify, defend and hold the Sheep Pond Road Residents harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every nature, both in law and equity, arising out of or relating to any failure on the part of NCF or the County, respectively, to perform its obligations under this MOU or to otherwise comply with the terms and provisions of this MOU.

c. Sheep Pond Road Residents' Indemnification. Each Sheep Pond Road Resident agrees to indemnify, defend and hold NCF harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities, and any and all claims, demands and liabilities whatsoever of every nature in law and in equity caused by: (a) the discharge, release or threatened release on the Roadway Easement of oil or hazardous materials as defined under federal, state or local law by such Sheep Pond Road Resident, or his/her agents, employees, contractors and representatives (collectively, the "Residents' Parties"); (b) any failure on the part of the Residents' Parties to comply with the Easement Agreement; and (c) the death, injury or property damage suffered by any person on account of or based upon the gross negligence or willful misconduct of the Residents' Parties, except to the extent such death, injury or property damage is caused by the gross negligence or willful misconduct of NCF. To the extent that a Sheep Pond Road Resident or anyone acting for or through him/her, releases or is otherwise responsible for a release of hazardous materials on the Roadway Easement area in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority having jurisdiction over the Roadway Easement area or the release, such Sheep Pond Road Resident shall promptly notify NCF and MassDEP of the reportable conditions, and such Sheep Pond Road Resident shall be responsible to address the remediation as may be conditioned by MassDEP at his/her sole cost and expense.

5. Betterment Assessments. The County shall assess betterments upon the Sheep Pond Road Residents who will be benefiting from the construction of the

Roadway, and that such betterments shall be for the total cost of the roadway project, including all costs appropriate under G.L. c. 80 and shall be assessed after construction of the Roadway is complete. Upon a vote by the County to assess betterments for the roadway project, the County shall prepare a Betterment Assessment Order containing an estimate of the betterments to be assessed on each parcel of land and record it with the Nantucket Registry of Deeds and the Nantucket Registry District of the Land Court. NCF is excluded from any assessment of betterments for the construction of the roadway project. The Sheep Pond Road Residents shall agree to pay the betterment assessments and not to contest with the County the validity of the betterment to be assessed upon each Sheep Pond Road Resident for the roadway project, not to contest the re-assessment of the betterments for the balance(s) of the betterments for any Sheep Pond Road Residents whose home is no longer habitable due to erosion and shall be shared equally among the remaining Sheep Pond Road Residents, and not to seek an abatement of the assessment which amount shall be acknowledged to be proportionate to the benefit that such lots will obtain from the roadway project. The County shall apportion the betterment assessments for each of the Sheep Pond Road Residents' properties to be paid in equal installments not to exceed the maximum term allowable. The Town's and County's obligations under this MOU are expressly conditioned upon the delivery of the fully executed Easement Agreement prior to commencement of any activities related to construction of the Roadway. The Sheep Pond Road Residents agree that until the recording of the Easement Agreement, or six (6) months after the assessment of the betterments, whichever occurs later, they shall not convey all or any portion of their properties without providing the grantee or the mortgagee with a true and complete copy of this MOU and the Easement Agreement, and said Sheep Pond Road Resident shall indemnify, defend and hold harmless the County for any sums of money the County may be obliged to pay a new owner or mortgagee as an abatement, damages or otherwise relating to said assessment, if said Sheep Pond Road Resident does not provide such copy to a new owner or mortgagee.

6. Insurance. Before the County or any of the other County Parties enter the Roadway Easement area, the County shall procure, at its own cost and expense, or cause to be procured, the following minimum insurance: (a) commercial general liability insurance with a minimum coverage amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate limit; (b) automobile liability insurance for owned and non-owned automobiles, trucks, and all other licensed for road use vehicles, and/or hired/rented automobiles, trucks and all other licensed for road use vehicles in the amount of (\$1,000,000.00) combined single limit; and (c) workers' compensation in the minimum amount of the statutory limit. All insurance required hereunder shall name NCF as an additional insured (except for workers compensation coverage). All insurance required shall be insured by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A- or better Best's rating. All insurance required hereunder shall provide a waiver of subrogation in favor of NCF. Where commercially available, all insurance

policies and certificates shall include a provision requiring thirty (30) days' written notice to NCF of any cancellation (except only ten (10) days' written notice for cancellation due to nonpayment of premium). At least annually, the County shall provide NCF with a certificate evidencing the coverages required hereunder.

7. Conveyance of Town Parcel. Pursuant to Chapter 159 of the Acts of 2024, the Town shall convey the Town Parcel to NCF for open space, conservation and recreation purposes, by Deed in a form reasonably acceptable to NCF upon the execution of the Easement Agreement by NCF and the Sheep Pond Road Residents, its filing with the Nantucket Registry District of the Land Court and the completion of the construction of the Roadway and its reasonable approval by NCF and the Sheep Pond Road Residents.
8. Conveyance of Paper Street Parcels. Within thirty (30) days after the Town's receipt of the Land Court's Order for Approval of the Paper Street Plans and Issuance of New Certificates of Title for the Paper Streets in the name of the Town, the Town shall convey for open space and conservation purposes, the Paper Street Parcels by Deed in a form reasonably acceptable to NCF.
9. Closing Date. The Parties agree to deliver their respective deeds or easement as soon as reasonably practicable within the time periods set forth in this MOU, provided, however, in any event (unless NCF and the Town have otherwise agreed) that the execution, delivery, and recording of the Deeds for the Town Parcel and Paper Street Parcels shall occur no later than three (3) years after the date of this MOU.
10. Title. The Town shall convey its respective Town Parcel or Paper Street Parcels and NCF shall convey its easement according to standards customarily followed in purchase and sale agreements between arm's length parties, including without limitation:
  - a. The Parcels from the Town to NCF shall be conveyed by good and sufficient quitclaim deeds. Unless either Party elects to accept less, each deed shall convey a good and clear record and marketable title thereto, free from encumbrances. NCF agrees to convey its easement with quitclaim covenants, free from any liens or other encumbrances.
  - b. 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 (i) in the same condition as they are now, except reasonable use and wear thereof, and (ii) not in violation of building and zoning laws. The Parties shall be entitled to personally inspect the premises to be acquired prior to the delivery of the deeds in order to determine whether the condition of the premises complies with the terms of this clause.

11. Failure to Achieve Conditions Precedent. In the event that the Town is not able to convey the Town Parcel and/or Paper Street Parcels to NCF when and as required by this MOU, then the Town and NCF agree to diligently negotiate an agreement as to a substitute parcel or parcels or to take such other actions as may be necessary to comply with any statutory requirements, provided, however, that the foregoing shall in no way affect the other obligations of NCF, the Town, and/or the County vis-à-vis the Sheep Pond Road Residents, including, without limitation, with respect to the Roadway Easement or construction of the Roadway.
12. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Town to:

Ms. C. Elizabeth Gibson, Town Manager  
Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
KP Law, P.C.  
101 Arch Street  
Boston, MA 02110

In the case of NCF:

Nantucket Conservation Foundation, Inc.  
118 Cliff Road  
Nantucket, MA 02554  
Attn: Cormac Collier

With a copy to:

Whitney A. Gifford, Esq.  
Reade, Gullicksen, Hanley & Gifford, LLP  
Six Young's Way  
P.O. Box 2669  
Nantucket, MA 02584

In the case of the Sheep Pond Road Residents:

Robert W. Stetson, Esq.  
Bernkopf Goodman LLP

Two Seaport Lane, 9<sup>th</sup> Floor  
Boston, MA 02210

Or in the case of any party to such other address as shall be designated by written notice given to the other parties. Any such notice shall be deemed given when so delivered by hand or, if so mailed or sent by overnight express, when received or rejected by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

13. Miscellaneous. A signed telecopy or electronic copy of this MOU shall be deemed an original for all purposes, and the Parties agree that they may execute this MOU and any future modifications or other writings relating to this MOU by electronic means and that the digital signatures of the parties hereto or thereto will authenticate the writing to which they are attached, and such digital signatures are to have the same force and effect as the use of manual signatures. The Recitals to this MOU are true and correct and are incorporated into this Agreement. Time is of the essence with respect to the Parties' respective obligations under this MOU.

*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

COUNTY OF NANTUCKET  
acting by and through its County  
Commissioners

\_\_\_\_\_  
Brooke Mohr

\_\_\_\_\_  
Thomas M. Dixon

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Malcolm W. MacNab

\_\_\_\_\_  
Thomas M. Dixon

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Malcolm W. MacNab

\_\_\_\_\_  
Brooke Mohr

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Dawn E. Hill Holdgate

NANTUCKET CONSERVATION FOUNDATION, INC.

By: \_\_\_\_\_  
Cormac Collier, President

By: \_\_\_\_\_  
Charles K. Gifford, Jr., Treasurer

SHEEP POND ROAD RESIDENTS

BRENDAN MADDIGAN  
6 Sheep Pond Road, Nantucket, MA

\_\_\_\_\_  
Brendan Maddigan

Date: \_\_\_\_\_

8SPR, LLC  
8 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
James F. Caulfield, Jr., Manager

Date: \_\_\_\_\_

GARRETT M. LIDDELL AND JAN MARIE LIDDELL  
10 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
Garrett M. Liddell

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Marie Liddell

Date: \_\_\_\_\_

JAMES MALONEY AND AMY CUTLER  
22 Sheep Pond Road, Nantucket, MA

\_\_\_\_\_  
James Maloney

Date: \_\_\_\_\_

\_\_\_\_\_  
Amy Cutler

Date: \_\_\_\_\_

14328 MISTY MEADOW LANE, LLC  
24 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
Allison Kimball, Manager

Date: \_\_\_\_\_

DJV REAL ESTATE LLC (f/k/a LOVE SAND, LLC)  
26 Sheep Pond Road, Nantucket, MA

By: DJV Real Estate, LLC,  
its Manager

By: \_\_\_\_\_  
Karen Thorne, Manager

Date: \_\_\_\_\_

JENNIFER JORDAN  
39 Sheep Pond Road, Nantucket, MA

\_\_\_\_\_  
Jennifer Jordan

Date: \_\_\_\_\_

P. JEFFREY LUCIER, TRUSTEE OF LUCIER NOMINEE TRUST  
42 and 44 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
P. Jeffrey Lucier, Trustee

Date: \_\_\_\_\_

MMC PROPERTIES, LLC  
36 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
Andrew Fezza, Manager

Date: \_\_\_\_\_

JANE JOHNSON, TRUSTEE OF MICHAEL BURNS CHILDREN'S TRUSTS  
38 Sheep Pond Road, Nantucket, MA

By: \_\_\_\_\_  
Jane Johnson, Trustee

Date: \_\_\_\_\_

**EXHIBIT A**

**ROADWAY PLAN**

**[Attached hereto]**

NANTUCKET REGISTRY OF DEEDS

Date \_\_\_\_\_

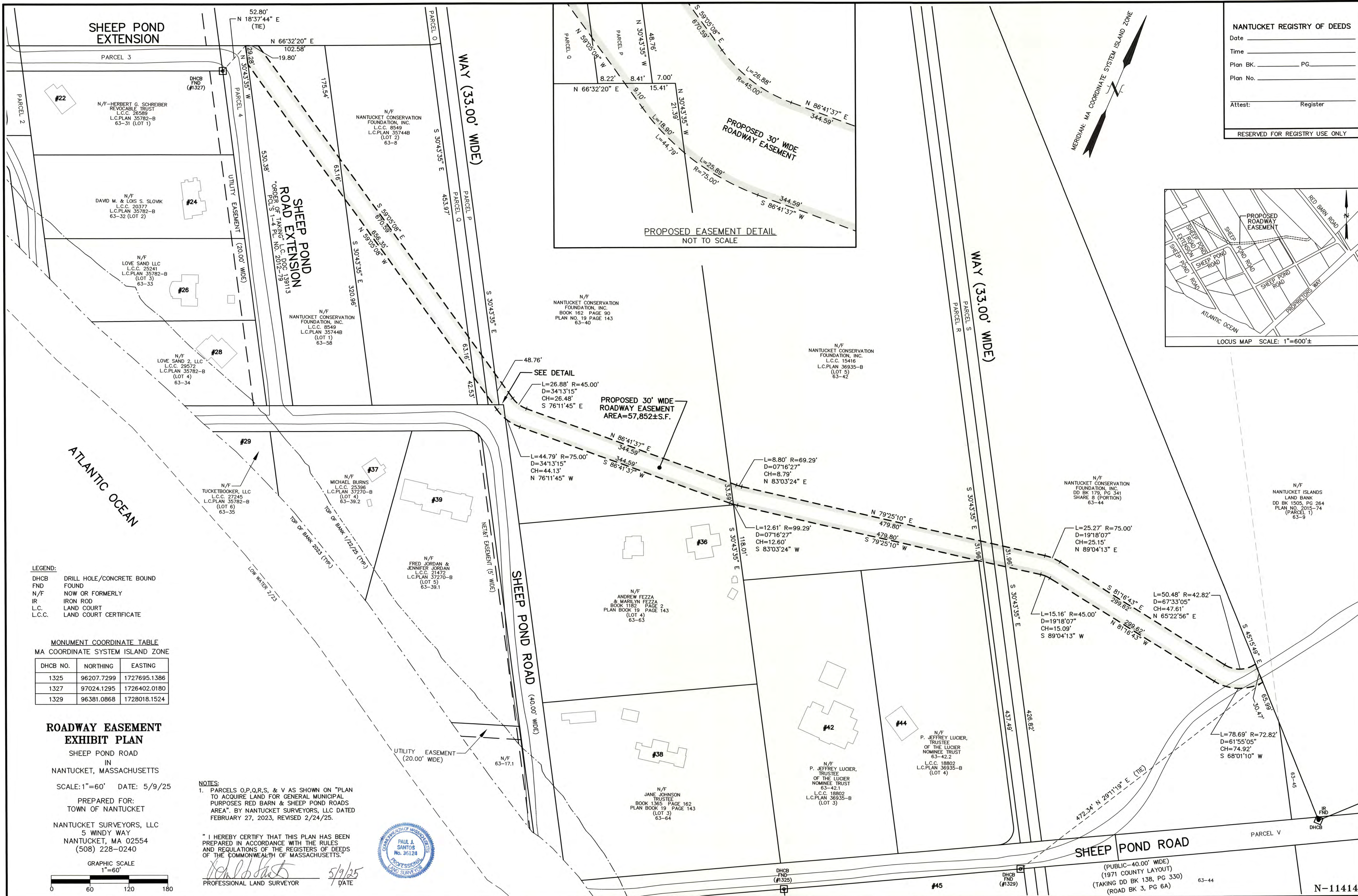
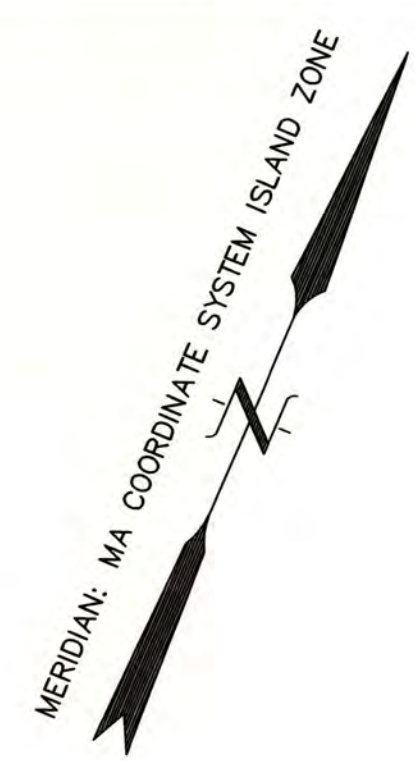
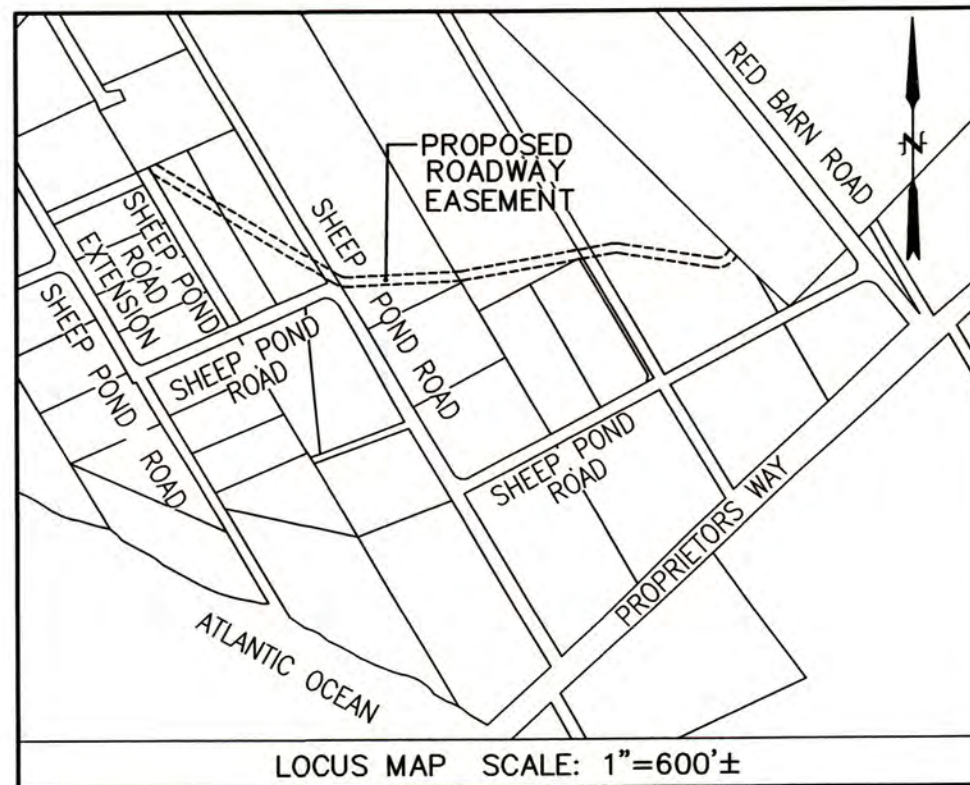
Time \_\_\_\_\_

Plan BK. \_\_\_\_\_ PG. \_\_\_\_\_

Plan No. \_\_\_\_\_

Attest: \_\_\_\_\_ Register

RESERVED FOR REGISTRY USE ONLY



LEGEND:

DHCB DRILL HOLE/CONCRETE BOUND

FND FOUND

N/F NOW OR FORMERLY

IR IRON ROD

L.C. LAND COURT

L.C.C. LAND COURT CERTIFICATE

MONUMENT COORDINATE TABLE  
MA COORDINATE SYSTEM ISLAND ZONE

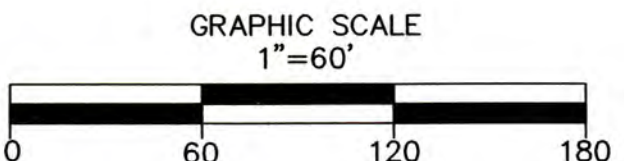
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|----------|------------|--------------|
| 1325     | 96207.7299 | 1727695.1386 |
| 1327     | 97024.1295 | 1726402.0180 |
| 1329     | 96381.0868 | 1728018.1524 |

ROADWAY EASEMENT  
EXHIBIT PLAN  
SHEEP POND ROAD  
IN  
NANTUCKET, MASSACHUSETTS

SCALE: 1"=60' DATE: 5/9/25

PREPARED FOR:  
TOWN OF NANTUCKET

NANTUCKET SURVEYORS, LLC  
5 WINDY WAY  
NANTUCKET, MA 02554  
(508) 228-0240



NOTES:

1. PARCELS O,P,Q,R,S, & V AS SHOWN ON "PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES RED BARN & SHEEP POND ROADS AREA". BY NANTUCKET SURVEYORS, LLC DATED FEBRUARY 27, 2023, REVISED 2/24/25.

"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."

PROFESSIONAL LAND SURVEYOR

DATE



**EXHIBIT B**

**COPY OF CHAPTER 159 OF THE ACTS OF 2024**

**[Attached hereto]**

Chapter 159  
of the Acts of 2024

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Third General Court

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY A CERTAIN PARCEL OF LAND ACQUIRED FOR PARK PURPOSES TO THE NANTUCKET CONSERVATION FOUNDATION INC.

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. Notwithstanding any general or special law to the contrary, the town of Nantucket may transfer, sell, convey or otherwise dispose of all or a portion of a certain parcel of land, consisting of 5.74 acres more or less, located at 50 Altar Rock road in the town of Nantucket that was acquired by the town for park purposes to the Nantucket Conservation Foundation, Inc. for open space, recreational and conservation purposes. The parcel is shown as parcel 9 on Nantucket assessors' map 45 and recorded as certificate number 1423 in the Nantucket county registry district of the land court. Any disposition under this act shall be on such terms and conditions as the select board deems appropriate which may include, but shall not be limited to, the reservation of restrictions and easements and the acceptance of certain land from the Nantucket Conservation Foundation, Inc. pursuant to section 5A of chapter 3 of the General Laws, all as shown on a map entitled "2022 Annual Town Meeting Warrant Articles 93 + 94 Real Estate Conveyance: 50 Altar Rock Road (to Nantucket Conservation Foundation, Inc.)", dated January 2022 and filed with the office of the town clerk.

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

House of Representatives, July 31, 2024.

Passed to be enacted,

*Kate H* — , Speaker.

In Senate, July 31, 2024.

Passed to be enacted,

*Bill U. Brown* , President.

*August 7* , 2024.

Approved,

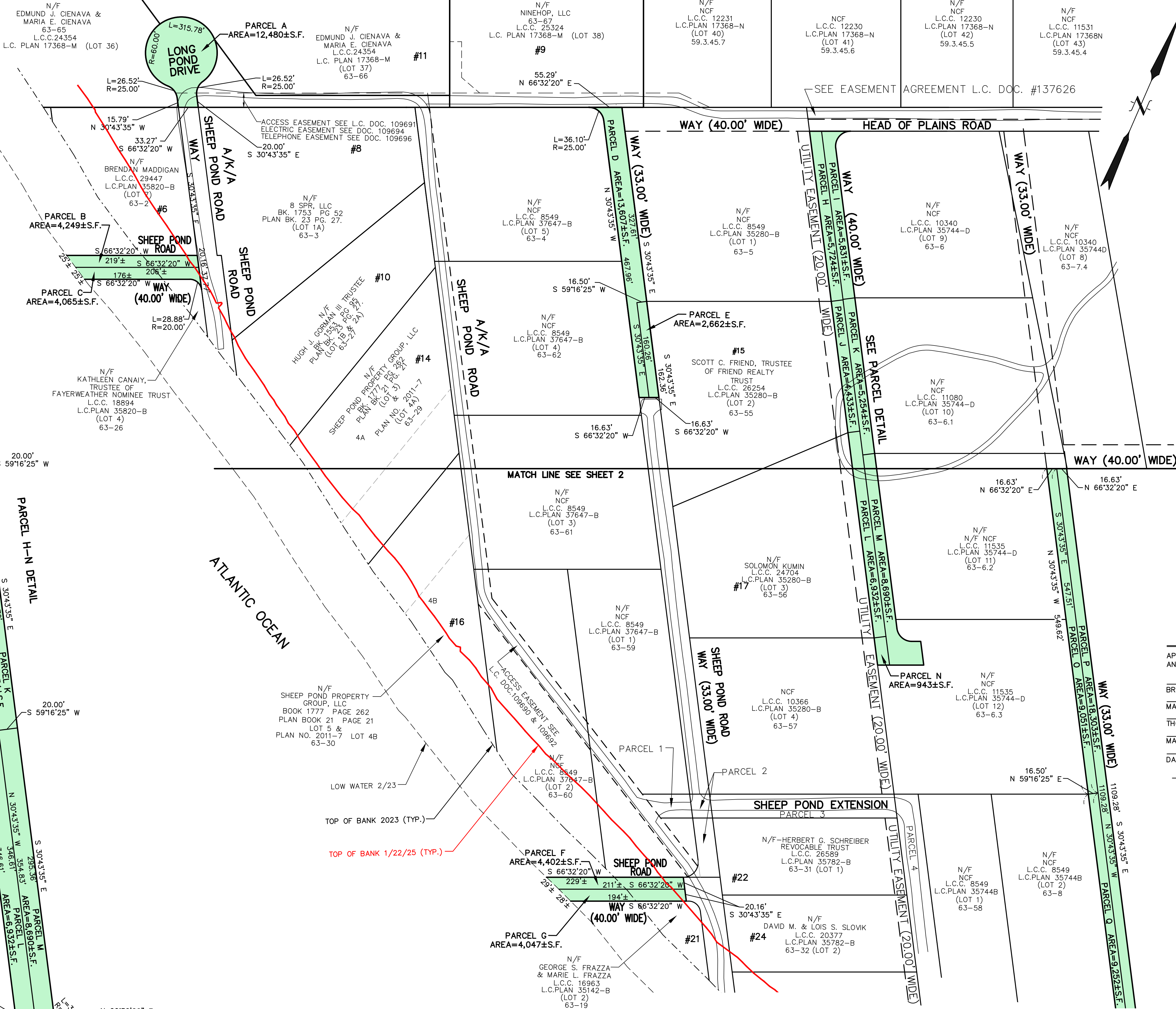
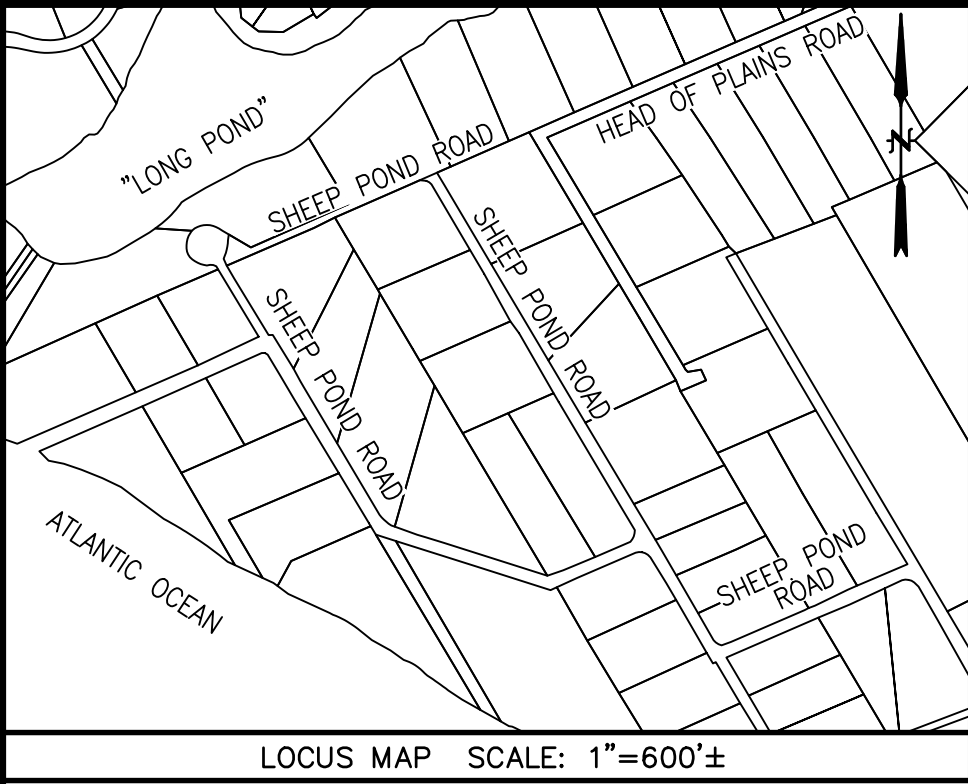
at *3* o'clock and *40* minutes, *P*. M.

*F. T. Healy* Governor.

**EXHIBIT C**

**PAPER STREET PLANS**

**[Attached hereto]**



NANTUCKET REGISTRY OF DEEDS

Date \_\_\_\_\_

Time \_\_\_\_\_

Plan BK. \_\_\_\_\_ PG. \_\_\_\_\_

Plan No. \_\_\_\_\_

Attest: \_\_\_\_\_ Register

RESERVED FOR REGISTRY USE ONLY

| NANTUCKET SELECTBOARD                                                  |  |
|------------------------------------------------------------------------|--|
| APPROVED PURSUANT TO ARTICLES 87 & 88 ANNUAL TOWN MEETING MAY 2, 2022. |  |
| BROOKE MOHR, CHAIR                                                     |  |
| MATT FEE, VICE CHAIR                                                   |  |
| THOMAS M. DIXON                                                        |  |
| MALCOLM W. MACNAB, MD, PHD                                             |  |
| DAWN E. HILL HOLDGATE                                                  |  |
| DATE                                                                   |  |

| NANTUCKET PLANNING BOARD                                |  |
|---------------------------------------------------------|--|
| APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED |  |
| DAVE IVERSON, CHAIR                                     |  |
| JOSEPH TOPHAM, VICE CHAIR                               |  |
| NATHANIEL LOWELL                                        |  |
| BARRY G. RECTOR                                         |  |
| JOHN KITCHENER                                          |  |
| DATE APPROVED                                           |  |
| DATE SIGNED                                             |  |
| FILE NO.                                                |  |

**LEGEND:**

- DHCB DRILL HOLE/CONCRETE BOUND
- FND FOUND
- N/F NOW OR FORMERLY
- S.S.M. STEEL SURVEYORS MARKER
- NCF NANTUCKET CONSERVATION FOUNDATION, INC.
- L.C. LAND COURT
- L.C.C. LAND COURT CERTIFICATE
- PAPER STREETS

PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES RED BARN & SHEEP POND ROADS AREA IN NANTUCKET, MASSACHUSETTS

PREPARED FOR: TOWN OF NANTUCKET

SCALE: 1"=80' DATE: FEBRUARY 27, 2023 REVISED: 1/27/25 EROSION UPDATE

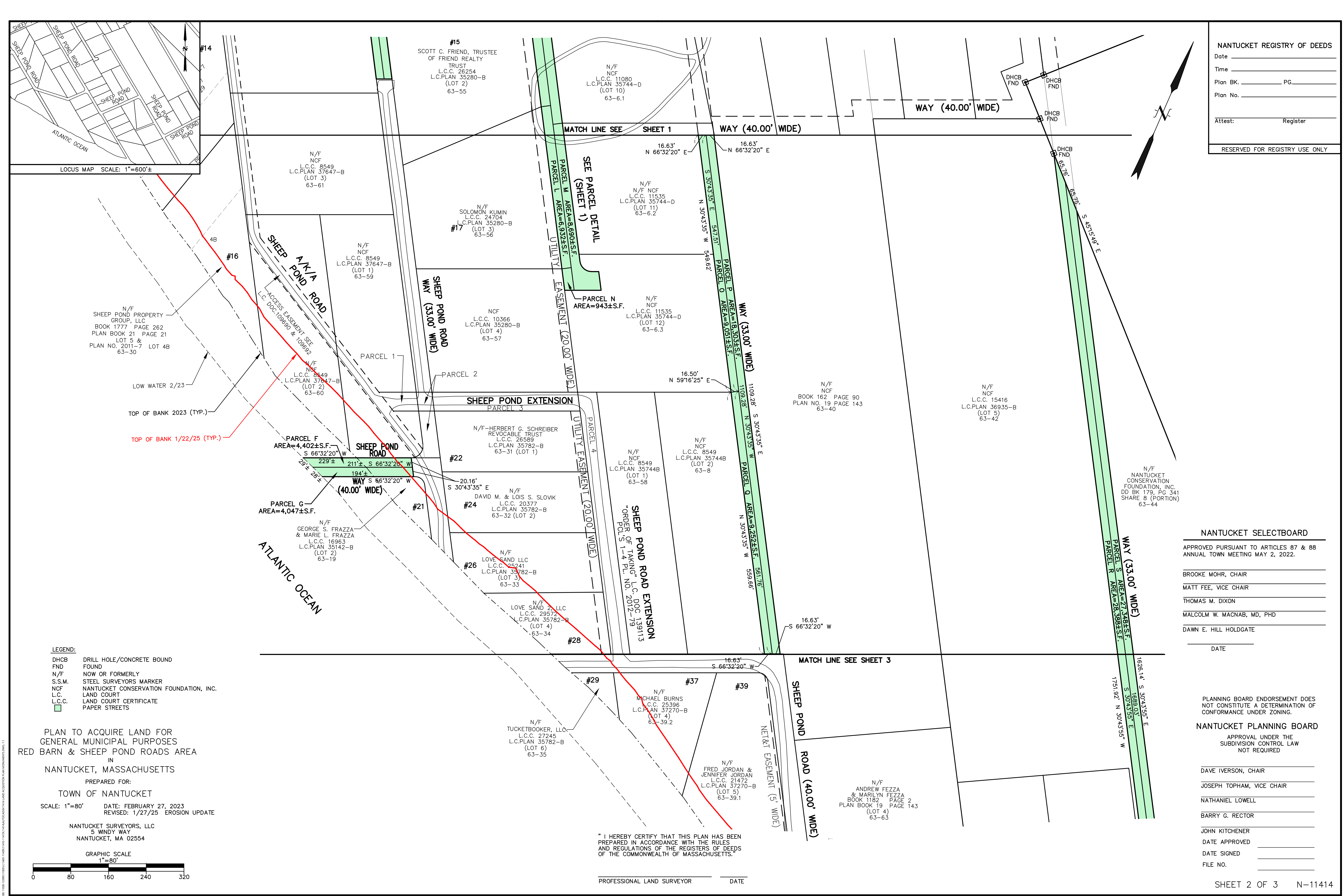
NANTUCKET SURVEYORS, LLC 5 WINDY WAY NANTUCKET, MA 02554

GRAPHIC SCALE 1"=80'

0 80 160 240 320

"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."

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_



NANTUCKET REGISTRY OF DEEDS

Date \_\_\_\_\_

Time \_\_\_\_\_

Plan BK. \_\_\_\_\_ PG. \_\_\_\_\_

Plan No. \_\_\_\_\_

Attest: \_\_\_\_\_ Register

RESERVED FOR REGISTRY USE ONLY

NANTUCKET SELECTBOARD

APPROVED PURSUANT TO ARTICLES 87 & 88  
ANNUAL TOWN MEETING MAY 2, 2022.

BROOKE MOHR, CHAIR

MATT FEE, VICE CHAIR

THOMAS M. DIXON

MALCOLM W. MACNAB, MD, PHD

DAWN E. HILL HOLDGATE

DATE \_\_\_\_\_

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

NANTUCKET PLANNING BOARD

APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW  
NOT REQUIRED

DAVE IVERSON, CHAIR

JOSEPH TOPHAM, VICE CHAIR

NATHANIEL LOWELL

BARRY G. RECTOR

JOHN KITCHENER

DATE APPROVED \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

FILE NO. \_\_\_\_\_

"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."

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

NANTUCKET REGISTRY OF DEEDS

Date \_\_\_\_\_

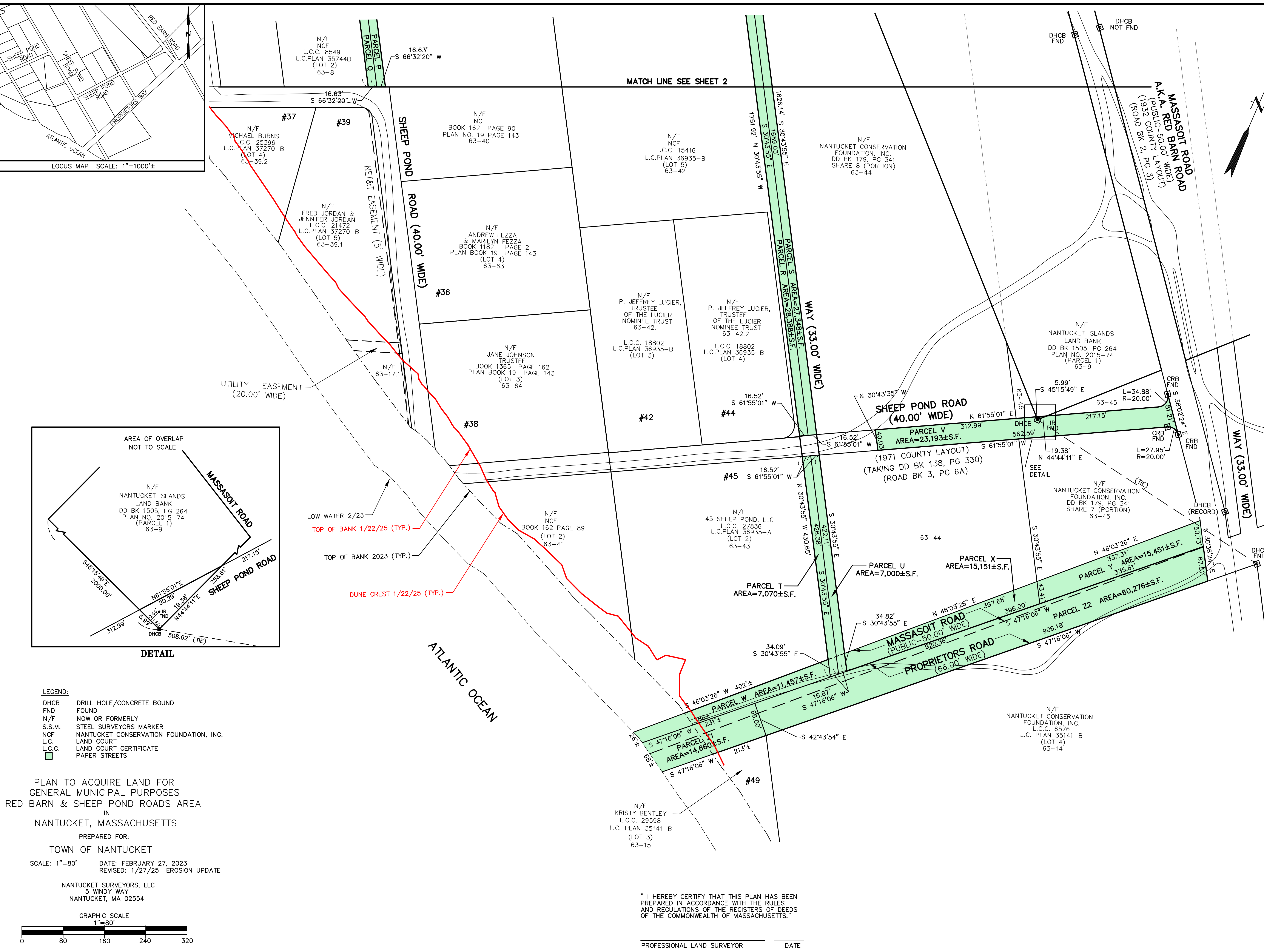
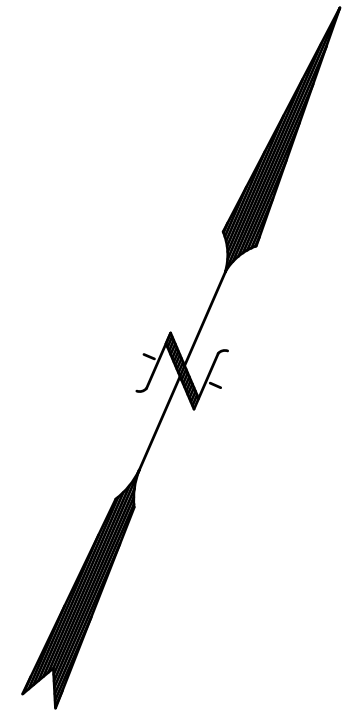
Time \_\_\_\_\_

Plan BK. \_\_\_\_\_ PG. \_\_\_\_\_

Plan No. \_\_\_\_\_

Attest: \_\_\_\_\_ Register

RESERVED FOR REGISTRY USE ONLY



**LEGEND:**

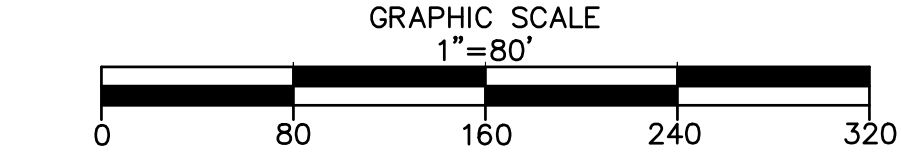
- DHC B DRILL HOLE/CONCRETE BOUND
- FND FOUND
- N/F NOW OR FORMERLY
- S.S.M. STEEL SURVEYORS MARKER
- NCF NANTUCKET CONSERVATION FOUNDATION, INC.
- L.C. LAND COURT
- L.C.C. LAND COURT CERTIFICATE
- PAPER STREETS

PLAN TO ACQUIRE LAND FOR  
GENERAL MUNICIPAL PURPOSES  
RED BARN & SHEEP POND ROADS AREA  
IN  
NANTUCKET, MASSACHUSETTS

PREPARED FOR:  
TOWN OF NANTUCKET

SCALE: 1"=80' DATE: FEBRUARY 27, 2023  
REVISED: 1/27/25 EROSION UPDATE

NANTUCKET SURVEYORS, LLC  
5 WINDY WAY  
NANTUCKET, MA 02554



"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."

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**NANTUCKET SELECTBOARD**

APPROVED PURSUANT TO ARTICLES 87 & 88  
ANNUAL TOWN MEETING MAY 2, 2022.

BROOKE MOHR, CHAIR

MATT FEE, VICE CHAIR

THOMAS M. DIXON

MALCOLM W. MACNAB, MD, PHD

DAWN E. HILL HOLDGATE

DATE \_\_\_\_\_

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

**NANTUCKET PLANNING BOARD**

APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW  
NOT REQUIRED

DAVE IVERSON, CHAIR

JOSEPH TOPHAM, VICE CHAIR

NATHANIEL LOWELL

BARRY G. RECTOR

JOHN KITCHENER

DATE APPROVED \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

FILE NO. \_\_\_\_\_



## Agenda Item Summary

|               |            |
|---------------|------------|
| Agenda Item # | IX. 2.     |
| Date          | 05/14/2025 |

### Staff

Tracy MacDonald, Real Estate Specialist

### Subject

Approval and execution of Purchase and Sale Agreement between Asta King and the Town of Nantucket for 77 Bartlett Road, Lot 171 on Land Court Plan No. 28933-U in consideration of \$2,700,000.00.

### Executive Summary

77 Bartlett Road is a key component of the Somerset Area Needs Project and will serve as the location of a new pumping station supporting the addition of sewer in the area of Bartlett Road, Raceway Drive and Somerset Road. The project also includes much needed drainage, roadway improvements, and a bike path extension to Hummock Pond Road. The purchase includes a Main House 3 bedroom/2 bath/finished basement and a Guest House 2 bedroom/2 bath/finished basement, in move-in ready quality to be used for sewer department housing once the project is complete. The funding is authorized by Article 22 of the 2024 Annual Town Meeting.

### Staff Recommendation

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

### Background/Discussion

Project Management Office/Sewer Department was asked to address significant storm water management issues and necessary roadway improvements in the area along Bartlett Road, Raceway Drive and Somerset Lane. Preliminary work was conducted in 2019 with conceptual design and initial recommendations which identified 77 Bartlett Road as a low-lying ideal location for a new pumping station to service the area. Active negotiations have been going on with the owner of 77 Bartlett Road for a year. An appraisal was acquired by the housing office as well as all inspections of the property and RE Specialist was able to come to a mutually beneficial agreement with the owner for the purchase of the property.

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☒

Multi-Phase Sewer, drainage/stormwater management, roadway improvements, multi-use path project and employee housing

### Board/Commission Recommendation

N/A

### Public Outreach

2024 and 2025 Annual Town Meeting

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

Master Plan/Capital Project



## Attachments

Purchase and Sale Agreement, Land Court Plan, GIS Map



## PURCHASE AND SALE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### 1. PARTIES.

Asta King, having an address of 20 Keel Lane, Nantucket, Massachusetts 02554, hereinafter called SELLER, agrees to SELL and the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, or its nominee, hereinafter call BUYER agrees to BUY, upon the terms hereinafter set forth the following described premises.

### 2. DESCRIPTION

A certain parcel of land with the buildings thereon located at 77 Bartlett Road, Nantucket, Massachusetts (the "Premises") being shown as Lot 171 on Land Court Plan No. 28933-U filed with the Nantucket Registry District of the Land Court, and more particularly described in a Deed filed with said Registry District of the Land Court as Document No. 117836 and noted on Certificate of Title No. 22384.

### 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, electric 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; and
- (f) Easements, restrictions and reservations of record, if any, provided the same do not materially interfere with use of and access to the Premises for wastewater and housing purposes.

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 the BUYER to obtain such Certificate of Title.

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 of Two Million Seven Hundred Thousand (\$2,700,000.00) 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 31<sup>st</sup> day of October 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, 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

Unpaid real estate taxes for the then- current fiscal year shall be adjusted as of the closing date in accordance with G.L. c. 59, § 72, and any adjustments for the fuel oil, if applicable, 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. Any taxes paid by SELLER prior to the closing will not be refunded. 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- Not Applicable.

19. TITLE TO PREMISES.

Notwithstanding anything herein contained, the Premises will not be considered to be in compliance with the provisions of this Agreement with respect to this unless:

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

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

(c) All means of access and egress from the Premises will be wholly within the lot lines of the Premises or within a duly recorded easement benefitting the Premises, and will not encroach upon or under property of any other person or entity; and

(d) The Premises abut and have unrestricted vehicular and pedestrian access to a public way, duly laid out or accepted as such by the Town or abut a private way with record access to a public way.

20. WARRANTY AS TO BROKER

BUYER and SELLER each warrant to the other that each has not contacted any real estate broker in connection with this transaction which is the subject of the Agreement and was not directed to the other as a result of any services or facilities of any real estate broker which will give rise to a claim for a commission in this sale. BUYER and SELLER agree to defend, to indemnify the other and hold the other harmless, to the extent permitted by law, from any claims, losses, damages, costs or liabilities from any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction, including all costs and expenses and reasonable attorneys' fees, which may be incurred by the other in defending against any such claim. The provisions of this Paragraph shall survive delivery of the deed.

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.

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 shall be incorporated into the Quitclaim Deed.
- (h) SELLER agrees to deliver at closing the statements for the removal and installation of the two oil tanks from the fuel tank contractor for the installation of two new fuel tanks on the premises and any warranties related thereto.

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 fourteen (14) 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 shall, 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:

Richard J. Glidden, 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, Esq.**

**KP LAW**

101 Arch Street, 12th Floor  
Boston, MA 02110  
(Office) [617-654-1768](tel:617-654-1768)  
(Cell) 978-821-1409  
[VMarsh@k-plaw.com](mailto:VMarsh@k-plaw.com)  
[www.k-plaw.com](http://www.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 SELLER's title to the Premises 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.

36. LIABILITY OF TRUSTEE, SHAREHOLDER, FIDUCIARY, ETC.

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

37. SEPTIC SYSTEM.

The Town's agents conducted a Title V inspection of the septic system on the Premises and determined that the septic system failed the inspection. The Town received a copy of the official Title V Inspection Form dated February 10, 2025, filed with the Town's Board of Health as required pursuant to Massachusetts law. Seller agrees to comply with all Board of Health regulations and Title V 310 CMR 15.000 with respect to the condition of the septic system and its failure and use of the Premises. Seller agrees to comply with the Letter from the Board of Health dated April 15, 2025, ordering the Seller to enter into a contract with a septic hauler for septic pumping on a constant/as needed basis. Seller has agreed to enter into a contract with Visco Pumping.

38. OIL TANKS.

The Town's home inspections of the Premises found that the two oil tanks need to be replaced in order to comply with the Fire Code. Seller agrees to remove and replace them prior to the closing. The Town agrees to reimburse the Buyer for said costs at the time of closing.

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

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

SELLER

\_\_\_\_\_  
Asta King

BUYER

Town of Nantucket  
By its Select Board

\_\_\_\_\_  
Brooke Mohr

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Thomas M. Dixon

\_\_\_\_\_  
Malcolm. W. MacNab

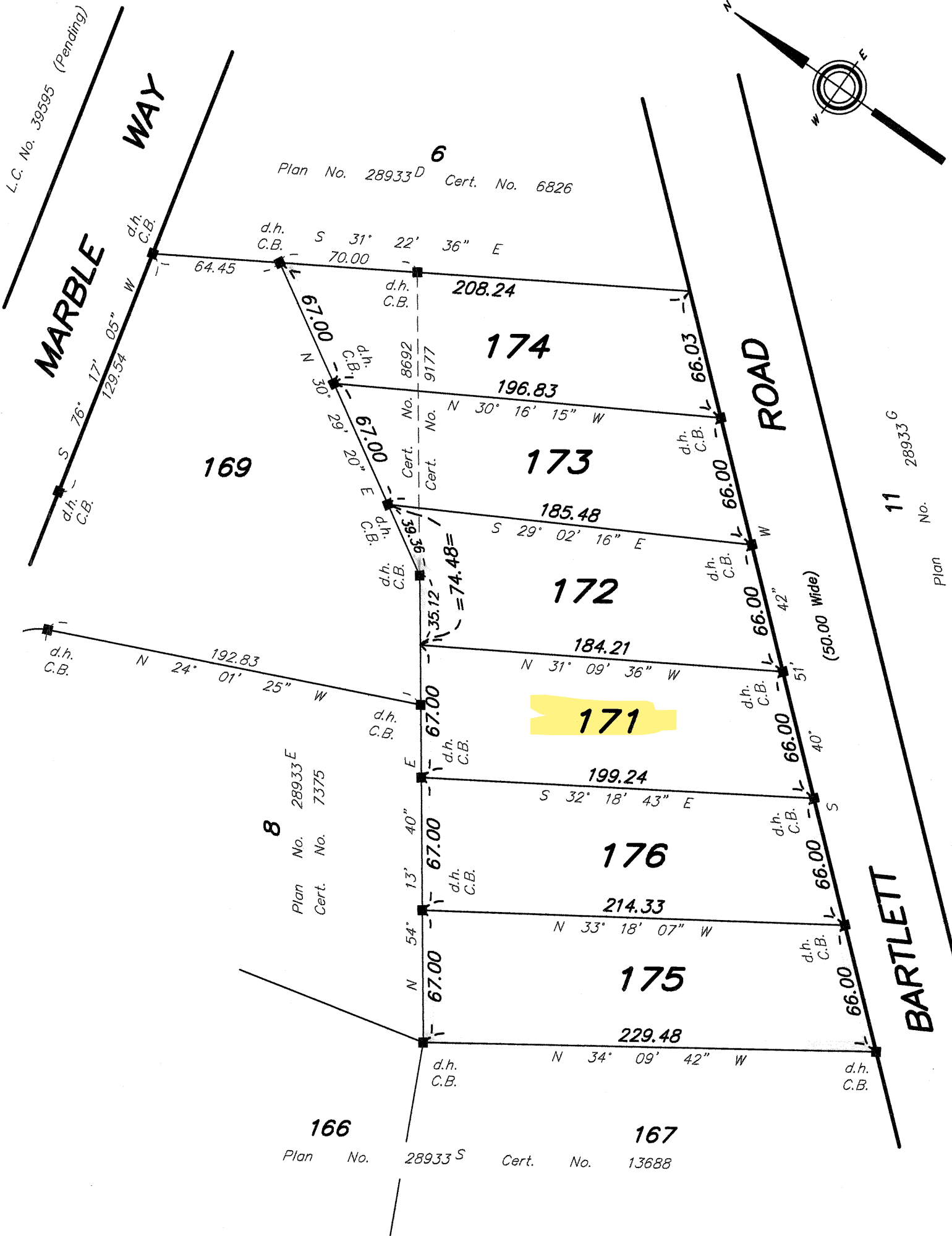
\_\_\_\_\_  
Dawn E. Hill Holdgate

SUBDIVISION PLAN OF LAND IN NANTUCKET

Nantucket Surveyors Inc., Surveyors

December 11, 1998

28933U



Subdivision of Lot 170  
Shown on Plan 28933-T  
Filed with Cert. of Title No. 9177 --  
Registry District of Nantucket County

Separate certificates of title may be issued for land  
shown hereon as Lots 171 through 176  
By the Court.

*[Signature]*  
Recorder

APRIL 5, 1999

JAV-03LP

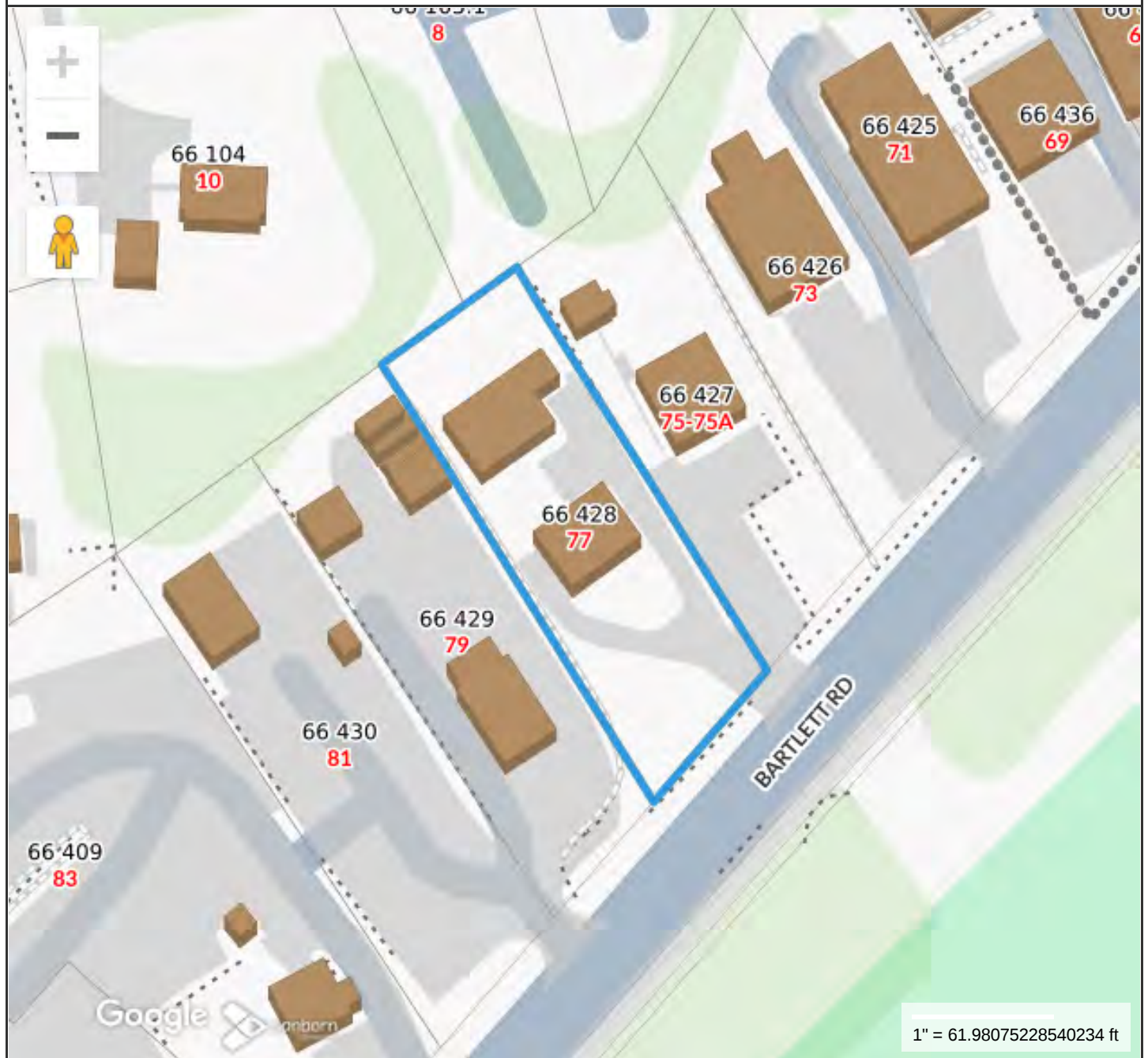
Copy of part of plan  
filed in  
**LAND REGISTRATION OFFICE**  
APRIL 5, 1999  
Scale of this plan 60 feet to an inch  
Louis A. Moore, Engineer for Court *gls.*

THIS PLAN FILED WITH CERTIFICATE NO. 9177

Nantucket Registry District  
April 16, 1999  
RECEIVED FOR REGISTRATION  
3 O'CLOCK 35 m PM

THIS PLAN FILED WITH CERTIFICATE NO. 9177

Attest Joanne L. Kelley  
Assistant Recorder



**Property Information**

**Property ID** 5236  
**Location** 77 BARTLETT RD  
**Owner** KING ASTA



**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.



**ROSELLI, CLARK & ASSOCIATES**  
**CERTIFIED PUBLIC ACCOUNTANTS**

500 West Cummings Park  
Suite 4900  
Woburn, MA 01801

Telephone: (781) 933-0073

[www.roselliclark.com](http://www.roselliclark.com)

February 24, 2025

Town of Nantucket  
Select Board  
Nantucket, MA

Dear Honorable Board:

We have audited the financial statements of the Town of Nantucket, Massachusetts “the Town” as of and for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and the standards applicable to financial audits contained in *Governmental Audit Standards*, issued by the Comptroller General of the United States of America, as well as certain information related to the planned scope and timing of our audit. We communicated such information to the Town’s management prior to our commencement of auditing procedures. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

*Scope limitation*

There were no scope limitations.

*GAAP Departure*

There were no GAAP departures.

*Material Weaknesses/Significant Deficiencies*

There were no material weaknesses or significant deficiencies.

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2024. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ

significantly from those expected. The most sensitive estimates affecting the Town's financial statements were:

The presentation of the Town's total pension liability and related accounts is determined through biennial actuarial studies, which are rolled forward by an actuary to June 30 each year. We have received an AU805 report from the independent auditor of the County pension system.

The presentation of the Town's total OPEB liability and related accounts is determined through biennial actuarial studies, which are rolled forward by an actuary to June 30 each year. We have received the actuarial report from the actuary.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements are those that describe the Town's net pension and OPEB liabilities at June 30, 2023.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

There were no difficulties encountered in completing the audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures were material, either individually or in the aggregate, to the Town's financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated February 24, 2025.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Plan's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We applied certain limited procedures to the Town's required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI. We also made verbal communications about matters that we deemed appropriate to Town Management throughout the course of the engagement and through the time of issuance of the financial statements and issued a management letter that consisted of informational items and internal control observations dated February 24, 2025.

### Restriction on Use

This information is intended solely for the information and use of the Select Board and management of the Town of Nantucket and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Roselli, Clark & Associates  
Certified Public Accountants  
Woburn, Massachusetts

# Town of Nantucket

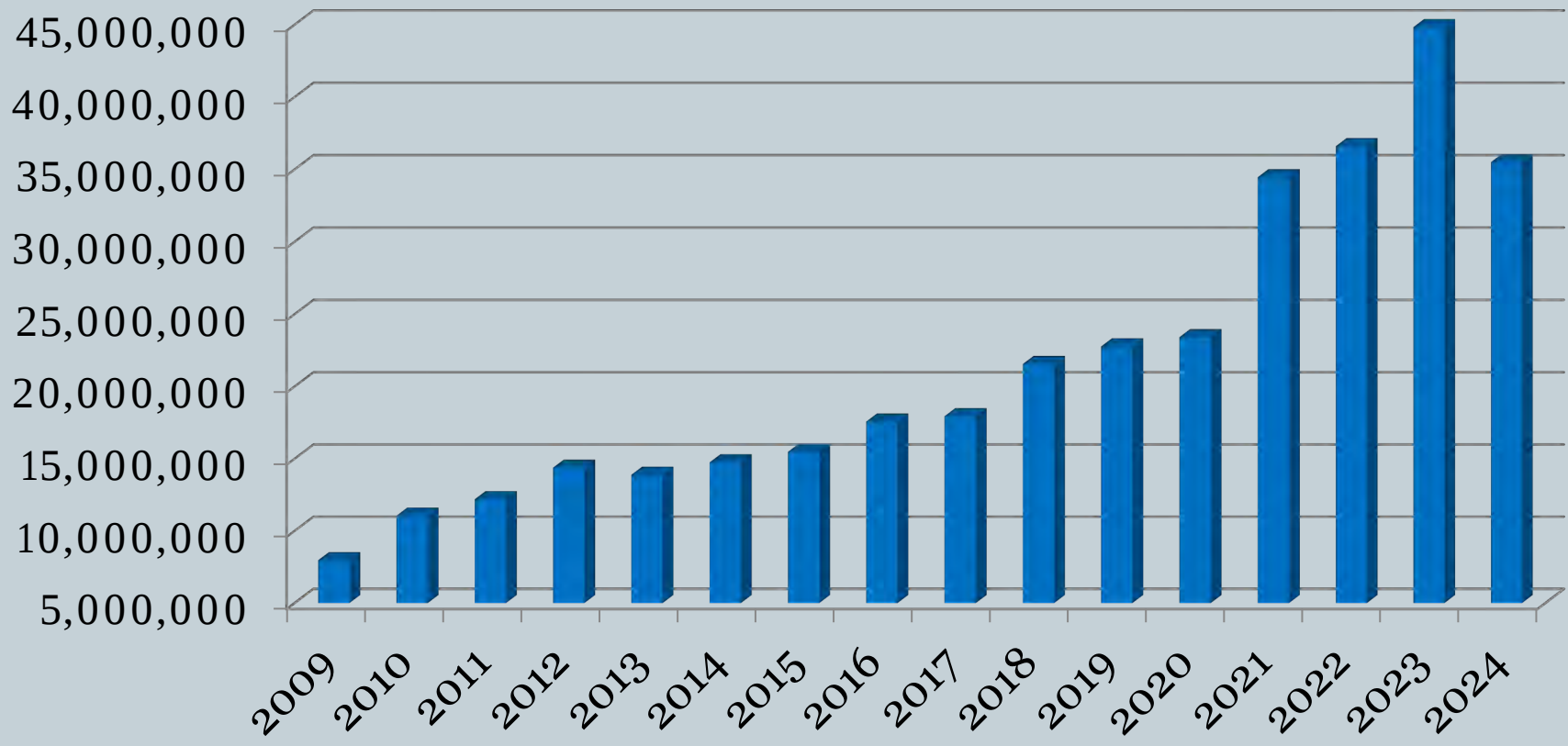


**AUDIT EXIT CONFERENCE – SELECT BOARD  
ROSELLI, CLARK & ASSOCIATES  
MAY 14, 2025**

# Economic Trends

2

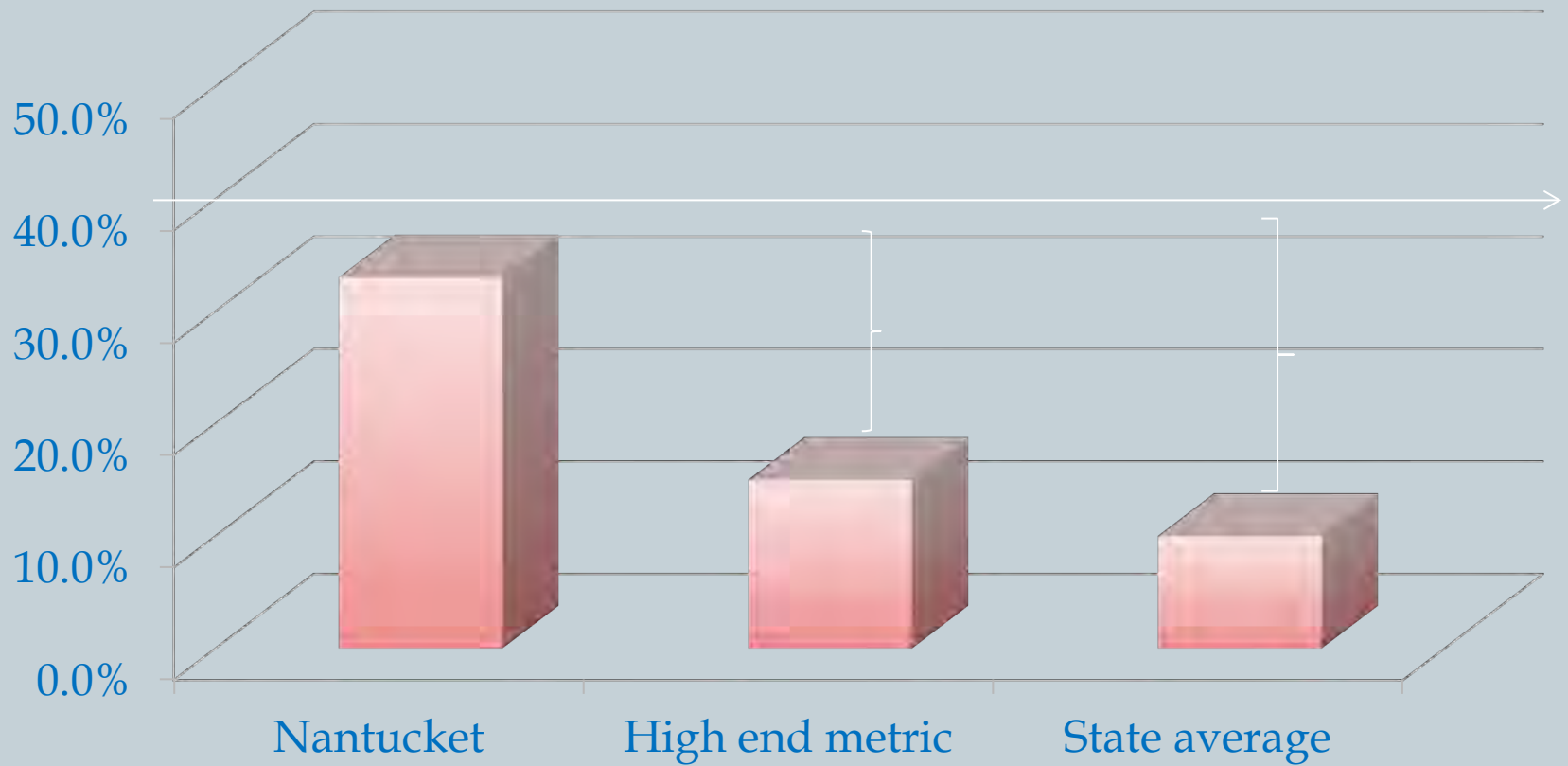
## Reserve balances (millions \$)



# Economic Trends

3

## Reserve Ratio %



# Economic Trends

4

- ❑ Financial trends remain excellent
- ❑ Metric significantly exceeds high-end credit rating floor of S+P 15% modelling and 30% Moody's modelling.
- ❑ Metrics exceed State averages significantly
- ❑ Continue walking the line between reserves and levy capacity very well

# Economic Trends

5

- ❑ Target bond rating Aaa has been achieved with Moodys in 2018
- ❑ Town has been rewarded for the diligent efforts of its financial and management teams
- ❑ One of 15 communities State-wide to achieve this goal
- ❑ The Town is and will continue to experience significant savings in the form of reduced interest expense as it continues its ongoing capital improvement program
- ❑ Important to maintain this momentum and maintain consistency in reserves

# Informational Items

6

## ❑ OPEB

\$115 million

Plan Assets about 6% of liability

County expected to be fully funded by end of 2025

Investigate opportunities to reduce liability on the Town side

## ❑ Network Security

Remain vigilant

Employee training and awareness

- ❑ Investment Income – increasing significantly due to diligent investment procedures in the Treasurer's Office - \$6.4 million in 2024 which more than doubled the prior year

# Findings and Recommendations

7

- ❑ Water Inventory
- ❑ Chapter 90 reimbursement process
- ❑ Delinquent general receivables
- ❑ Stagnant balances
- ❑ DESE chart of accounts

# Findings and Recommendations

8

- ❑ Pay attention to the macro climate
  - ❑ Bond market – very volatile.
  - ❑ Stock market – very volatile – could impact pension and OPEB.
  - ❑ Possible supply chain issues due to tariffs.
  - ❑ Federal grants in question.
  - ❑ Recessionary fears.
  - ❑ Stagflation

# Questions

9



**ROSELLI, CLARK & ASSOCIATES**  
Certified Public Accountants

**TOWN OF NANTUCKET, MASSACHUSETTS**

Management Letter

Year Ended June 30, 2024



**TOWN OF NANTUCKET, MASSACHUSETTS**

**MANAGEMENT LETTER  
YEAR ENDED JUNE 30, 2024**

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**ROSELLI, CLARK & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANTS

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[www.roselliclark.com](http://www.roselliclark.com)

**TRANSMITTAL LETTER**

Select Board  
Town of Nantucket  
Nantucket, Massachusetts

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Nantucket, Massachusetts, (the "Town") as of and for the year ended June 30, 2024 in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal controls.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and may not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. This communication is intended solely for the information and use of management, the members of the Select Board, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

*Roselli, Clark & Associates*

Roselli, Clark & Associates  
Certified Public Accountants  
Woburn, Massachusetts  
February 24, 2025

## EVALUATION OF TOWN OPERATIONS

### **OVERVIEW**

The Town continued to perform well financially. The option to pay-go a larger than normal annual amount of capital contributed to a reduction in fund balance for the first time in a number of years, however this is a prudent way to use reserves in lieu of financing through debt and thus an acceptable use of reserves. The Town expects to continue such strategy, with the goal to keep reserves above the rating agency metrics.

This strong financial performance has allowed the Town to maintain a credit rating at Aaa, the highest investment grade bond rating on the Moody's scale, one of only 15 communities in the Commonwealth to maintain this rating.

Key financial highlights:

1. Unassigned fund balance decreased to about \$35.5 million. This is about the same as 2022.
2. Stabilization funds increased to \$12.9 million (A subset of the unassigned fund balance).
3. Balanced budget for fiscal 2025.
4. OPEB Plan assets increased to \$7.6 million.

Key challenges:

Continue to monitor evolving Fed policy with respect to:

1. Proposed regulations regarding municipal bonds.
2. Possible supply chain issues from tariffs.
3. Increasing costs of goods.
4. Elimination of certain Federal Grants.
5. Recessionary fears.
6. Stagflation.
7. Stock market volatility impacting pension and OPEB.

We urge the Town to monitor these situations very closely and plan accordingly as it sets forth in its fiscal 2026 budget process and capital planning.

The remainder of this letter addresses items of interest that we are communicating to the Town in the form of "Informational Items"; (these are not considered findings) and a section labeled "Findings and Recommendations", which are our observations in areas that the Town is encouraged to devote attention to. Improvements in these areas are recommended in an effort to improve internal control and efficiency.

## **INFORMATIONAL ITEMS**

### **Other Postemployment Benefits (update)**

The Town's OPEB liability was approximately \$115.9 million as of June 30, 2024. This is an improvement over the prior year by about \$10 million as the Town was able to use a higher discount rate. In addition, an increase in contributions and a very strong investment performance led to this result. The current funded ratio is now over 6%, which places the Town closer to the mean when compared to its peer communities. In addition, the County, which is a component unit of the Town, was able to fund near 92% of its OPEB liability and is expected to fully fund it by the end of fiscal 2025.

### **Investment Income**

The Town Treasurer continues to take advantage of a robust investment environment. The Treasurer's aggressive approach to creating a competitive process with its banking network directly led to the Town doubling last year's earnings by recording nearly \$6.4 million in interest. Turning the Town's cash into a revenue producing asset has paid off well and we encourage these efforts to continue.

### **Network Security (annual reminder)**

In the prior year, we alerted the Town to continue to monitor its network security (the Town had a network security assessment completed recently). We remind the Town that given the remote processing of its financial transactions during this social distancing period that network security becomes more vulnerable and should continue to be evaluated on an ongoing basis.

## **FINDINGS AND RECOMMENDATIONS**

### **Water Inventory**

The ending balances for water inventory exceed \$1 million for fiscal year 2024, accordingly it was determined that a water inventory on site observation of the year-end count was necessary.

Typically, in an inventory intensive operation, proper controls include maintaining a perpetual inventory ledger and comparing the amounts included on this ledger to the actual count. This should be completed at least quarterly.

The following observations were made:

1. We determined that while actual counts are completed, they are not compared to the perpetual records.
2. We counted meters and pipe independent of the water personnel and determined that approximately \$430,000 was on hand, yet the perpetual ledgers reflected approximately \$495,000. This discrepancy of \$65,000 was not reasonably reconciled and thus resulted in an unexplained write-down of inventory.
3. We determined the stock room is not counted and costed. The perpetual ledger amount was about \$680,000.
4. We determined that PVC pipe is not inventoried.
5. We determined that the inventory is maintained in an unorganized manner throughout the grounds and facility.

Per discussion with Finance and the Water Department Superintendent, the Town is contemplating the construction of a warehouse on the facility. The intention is for this warehouse to hold all inventory and secure it with locks, alarms and surveillance. Once organized, the inventory is expected to be counted quarterly and compared to the perpetual records. Finance will do spot audit counts to determine if intended processes are followed.

### **Chapter 90 (repeated)**

Chapter 90 and other roadwork balances have accumulated a deficit of over \$1.3 million. This is approximately the same amount as the prior year. There has not been a reimbursement from the State DOT in nearly three years.

We discussed this with Finance, and it was determined that a process is in place during 2025 to file all reimbursement requests such that the amounts due from the State are all collected by June 30, 2025.

### **Receivables (repeated)**

The Collector's Office continues to maintain receivables that are historically many years in default. While some improvements were made in Motor Vehicle and Boat Excise the last few years, Personal Property goes back to 1989, and Real Estate to 1995.

Many of these balances are immaterial in relation to the overall Town activity and the only means of collection enforcement is through small claims court or enforced through nonrenewal of business permits.

In order to address this further, the Collector's Office can create a schedule and identify the holder of each account. This could then be cross-referenced to the Town Clerk's Office where business permits are maintained. In doing so the Town could learn which businesses are still active and if in default, either revoke the business permit or not renew the business permit on next renewal.

Once these efforts have been exhausted, a request to the Assessors to abate the tax under MGL Chapter 59 Section 71 makes most sense using the following steps:

- a) If the collector is satisfied that a tax on tangible personal property is uncollectible because of death, absence, poverty, insolvency or other inability of the person assessed to pay, he/she may notify the assessors under oath that these taxes cannot be paid. The assessors must decide within 30 days after receipt of the notice whether to abate the personal property taxes.
- b) If an abatement is granted, the assessors must certify the abatement in writing to the collector. The certification will discharge the collector from any further obligation with respect to this tax.

### ***Tax Liens (updated)***

The Town's tax lien outstanding principal balance amount continues to show improvement. Principal balances which were over \$3 million a few years ago have now been reduced to under \$2.3 million at the end of 2024. We are encouraged by the Town's increased efforts in this area and recommend the Town to continue allocate the necessary resources to continue to improve this process.

### **Stagnant Special Revenue Accounts (update)**

As of June 30, 2024, the Town maintained about 100 special revenue accounts that had no activity yet totaled over \$3.0 million in fund balance. A few years ago, the Town completed a project to clean-up a lot of old accounts by reviewing these with department heads to see if they still have applicable uses or if they should be closed out. We understand the Finance Office is reviewing these in an attempt to resolve them.

### **DESE/Chart of Accounts (repeated)**

The Massachusetts Department of Elementary and Secondary Education (DESE) requires all school districts to maintain an accounting system in accordance with 603 CMR 10.03(3)(a) which states:

Each school district shall utilize a financial reporting system that permits the reporting of all school district expenditures by fund source, object and function and

permits the reporting of certain costs by program and school. The fund source, object, function, program, and school classifications for which reporting shall be required shall be those identified and described with specificity in the guidelines published by the Department.

The current MUNIS general ledger chart of accounts utilized by the Town and School does not include the DESE object codes and utilizes the DESE function codes inconsistently. As a result, the School is not in compliance with DESE regulations. In addition, the completion of the annual DESE End of Year Financial report is made more cumbersome as many costs must be allocated using multiple spreadsheets. We recommend that the School update its chart of accounts to comply with DESE guidelines. This will most likely be a project that takes more than one fiscal year due to the need to redesign the chart of accounts and to have MUNIS implement the changes while keeping the historical activity in the general ledger. This would also be an opportune time for the Town to examine whether non-school accounts should also be updated to enhance reporting capabilities.