

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
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C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
SELECT BOARD
JUNE 11, 2025 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
AMENDED JUNE 11, 2025***

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/PuRzAin84kw>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_iSwon7twQZKSILCIEgbM4A

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio and Video Recorded.
 2. No Select Board Meeting on Wednesday, June 18, 2025 (Summer Schedule); Next Meeting is Wednesday, June 25, 2025.
 3. Town Offices will be Closed Thursday, June 19, 2025 in Observation of Juneteenth.
 4. 5th Annual Juneteenth Celebration at African Meeting House, 29 York Street from 11:00 AM to 3:00 PM; Includes Block Party with Live Performances, Crafts for Kids, Tours, Vendor Marketplace and Food.
 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 June 4, 2025 at 5:30 PM; June 5, 2025 at 9:00 AM.
2. Approval of Payroll Warrants for June 8, 2025.
3. Approval of Treasury Warrants for June 11, 2025.
4. Approval of Pending Contracts for June 11, 2025 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. SELECT BOARD REPORTS/COMMENT

1. African Meeting House Investigation Procurement Workgroup Update on Request for Proposals.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. HallKeen Management: Request for Approval of Transfer of Management Contract for Academy Hill (Housing) from HallKeen Management, Inc. to HK Management, LLC.

2. ~~Joint Meeting with Board of Health to Discuss:~~
 - a) ~~Licensing and Enforcement of Short-Term Rentals.~~

~~b) Status of Event/Gathering Regulations.~~

Postponed to June 25, 2025

3. Applicant Introduction/Review of Applications for 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.
4. Nantucket Preservation Trust: Request for Preliminary Review of Historic Preservation Restriction to be Held by Nantucket Preservation Trust, Inc. for Property Located at 1-3 Vestal Street.
5. Nantucket Preservation Trust: Request for Preliminary Review of Historic Preservation Restriction to be Held by Nantucket Preservation Trust, Inc. for Property Located at 10 Sherburne Turnpike.
6. Nantucket Film Festival: Request to Hang Banners on Main Street and in Front of The Dreamland Theater at 17 South Water Street for 30th Anniversary Festival, from June 24, 2025 through June 30, 2025, Pursuant to Banner Policy.

X. TOWN MANAGER'S REPORT

1. Review of Options for Our Island Home.

XI. SELECT BOARD REPORTS/COMMENT

1. Committee Reports.

XII. 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 they are on the agenda for the same meeting.
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. Such matters may be appropriately deferred to a noticed-agenda item at a future meeting 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.

Join Us As We Celebrate Freedom Day

HONORING JUNETEENTH

A DEFINING MOMENT IN AMERICAN HISTORY

THURSDAY
JUNE 19, 2025
11AM-3PM

AFRICAN MEETING HOUSE
29 YORK ST

LIVE
MUSIC

SCREENING OF
DOCUMENTARY
'NANTUCKET'S
HISTORIC COLOURED
CEMETERY: STORIES
TOLD BY
NANTUCKETERS'

ARTS,
CRAFTS AND
GAMES



NANTUCKET
HISTORICAL ASSOCIATION



FOR IMMEDIATE RELEASE

June 3, 2025

Contact:

Shantaw Bloise-Murphy

Director of Culture & Tourism

Town of Nantucket

25 Federal Street | Nantucket, MA 02554

sbloise@nantucket-ma.gov | (508) 228-7200 ext. 7310

www.visitnantucketisland.org

Celebrating Juneteenth on Nantucket

NANTUCKET, MA – On Thursday, June 19th, 2025, the Town of Nantucket's Culture & Tourism Department, Museum of African American History Boston | Nantucket (MAAH), Nantucket Island Chamber of Commerce, and Nantucket Historical Association will host the 5th annual Juneteenth celebration.

The Origins of Juneteenth

In 2020, the Commonwealth of Massachusetts joined 46 other states and the District of Columbia in officially recognizing Juneteenth's historical and present-day significance. "A portmanteau of 'June' and 'nineteenth,' Juneteenth marks the day in 1865 when a group of enslaved people in Galveston, Texas, finally learned that they were free from the institution of slavery," (Cineas, 2020). By the time the news reached Galveston, President Abraham Lincoln had already issued the Emancipation Proclamation on January 1, 1863, General Robert E. Lee had already surrendered, and the ratification process of the 13th Amendment (abolishing slavery) was already underway.

When the news of freedom finally reached East Texas, it was delivered by Major General Gordon Granger in General Orders, Number 3, which partly stated, "The people of Texas are informed that, by a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor." The first Juneteenth celebrations occurred in 1866 among the formerly enslaved. Since then, festivities have included gatherings of family members, reading the Emancipation Proclamation, barbecues, singing spirituals, and dancing.

2025 Celebration/Schedule of Events

- Location: African Meeting House, 29 York Street
- 11 am – Kezia Duarte

- 11:30 am - 12:10 p.m. – Screening of documentary ‘Nantucket’s Historic Coloured Cemetery: Stories Told by Nantucketers’
- 12:15 pm - 12:30 pm – Performance by SheSheFoGo
- 12 pm - 3 pm – The Block Party on York Street will include games, arts & crafts, live music by Latulippe and E-Cliff and the Swing Dogs, Vendor Marketplace, and food provided by Nantucket Island Creations.

“Juneteenth is a day of celebration that honors the numerous emancipation days around the country. We are honored to partner with the Town, Chamber of Commerce, and the Nantucket Historical Association for a unifying day of history and celebration,” said Dr. Noelle Trent, President & CEO of the Museum of African American History (MAAH).

“These events promise to be informative and engaging,” said Shantaw Bloise-Murphy, Director of Culture & Tourism for the Town of Nantucket. “As a community, we have the opportunity to acknowledge the journey and achievements of African Americans and come together in celebration. We look forward to a day of fun, learning, and civic engagement.”

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About the Town & County of Nantucket

The Town and County of Nantucket is a unique island jurisdiction 30 miles off the coast of Cape Cod, known for its historic character, coastal environment, and commitment to preservation and sustainability.

About the Museum of African American History Boston | Nantucket

The Museum of African American History Boston | Nantucket connects colonial and early African American history and culture in Boston, Nantucket, and the greater New England area with the abolition of slavery and current explorations of race and the struggle for human rights.

About the Nantucket Island Chamber of Commerce

The Nantucket Island Chamber of Commerce is here to enhance the vitality of member businesses by providing robust benefits programs, educational events, connections, and marketing tools.

About the Nantucket Historical Association

The Nantucket Historical Association preserves, interprets and shares the diverse stories of Nantucket with all audiences through its collections, properties, programs, and research.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
June 11, 2025

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Contract Amendments						
Lease Addendum	Housing	Nantucket Islands Land Bank	Add \$1,000 to original lease amount of \$7,000 for new lease amount of \$8,000	41 Jefferson Avenue - 2-BR unit for seasonal municipal employees (begin 2 weeks early)	Marine Dept Budget	Jun 1, 2025 - Oct 1, 2025
Contract Amendment	Planning and Land Use Services	Barrett Planning Group, LLC	Add \$35,114 to original contract amount of \$176,145 for new contract amount of \$211,259	Technical assistance & professional consulting services to support Planning Board with Master Plan Update	PLUS Budget	Dec 1, 2023 - Nov 30, 2025
Contract Amendment	Town Administration	CDM Smith, Inc.	Add \$30,000 to original contract amount of \$194,000 for new contract amount of \$224,000	Final report for water distribution model to assess water distribution system extensions	Article 18 ATM 2022	Jul 24, 2024 - Jun 30, 2026
Contractual Services/Purchases						
Professional Services Agreement	Natural Resources	LEC Environmental Consultants, Inc.	\$20,026	Assistance with permitting at Sesachacha Pond & Sheep Pond for state Natural Heritage & Endangered Species Program permits	Natural Resources Budget	May 28, 2025 - May 27, 2027
Professional Services Agreement	Our Island Home	Thru-Wall Construction, Inc.	\$58,791	Repairs to fire dampers	Article 12 ATM 2017	Jun 1, 2025 - May 31, 2026
Professional Services Agreement	Our Island Home	Encore Fire Protection	\$9,254.68	Annual inspection of fire alarm systems & repairs to fire sprinkler systems at OIH	Article 12 ATM 2017	Jun 1, 2025 - May 31, 2026
Purchase Agreement	DPW/Parks & Recreation	M.E. O'Brien & Sons, Inc.	\$31,712.25	Purchase of 55 new & replacement bike racks for various locations on Island	Public Works/Parks & Rec Budget	Jun 11, 2025 - Jun 10, 2026

Professional Services Agreement	Planning & Land Use Services	University of Florida - Preservation Institute	\$60,000	Update Town's Historic Properties Survey Plan	Article 34 ATM 2024	Jun 11, 2025 - Dec 31, 2025
Professional Services Agreement	Public Works	C.C. Construction, Inc.	\$18,799,759.58	Construction of Surfside Area Transportation Enhancements Project (Lovers Ln, Okorwaw Ave & Monohansett Rd)	Article 12 ATM 2021; Article 11 ATM 2023; Article 3 ATM 2025	Jun 11, 2025 - Jun 30, 2027
Professional Services Agreement	Public Works	Greenman-Pedersen, Inc.	\$806,340	Construction phase engineering & Owners Project Manager (OPM) services for Surfside Area Transportation Enhancements Project	Article 12 ATM 2022; Article 11 ATM 2024; Article 3 ATM 2025	Jun 11, 2025 - Jun 30, 2027
Professional Services Agreement	Sewer	Encore Fire Protection	\$17,800	Emergency repairs to fire sprinkler system at Surfside WWTP	Wastewater Budget	Feb 6, 2025 - Mar 5, 2025
Professional Services Agreement	Town Administration	BioBot Analytics, Inc.	\$33,840	Testing of Nantucket wastewater for diseases, specific illegal drugs & harmful prescription medications	Town Administration Budget - Professional Services	Jun 15, 2025 - Jun 14, 2026



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	06/11/2025

Staff

Robert Bystrowski, Real Estate Specialist

Subject

Request for approval and execution of Assignment of Management Agreement by and between HallKeen Management, Inc. and HK Management LLC for Academy Hill Apartments at 4 Westminster Street.

Executive Summary

HallKeen Management, Inc. requests the Town's consent to the assignment of the managing agent's interest in the Management Agreement to HK Management LLC, a Massachusetts limited liability company (HKLLC). Following the assignment HKLLC will be responsible for the performance of all obligations, including payment obligations, under the Management Agreement from that point forward.

Staff Recommendation

To approve and execute documents in form reviewed by Town Counsel.

Background/Discussion

Academy Hill Apartments are located at 4 Westminster Avenue. The Town is the owner and Ground Lessor of the property and Academy Hill Associates Limited Partnership (AHALP) is the Ground Lessee. The date of the original Ground Lease is March 27, 1985. In 2018, the town entered a 58 year term Amended and Restated Ground Lease with AHALP. A separate Management Agreement was entered into between AHALP and HallKeen Management (HKM) to manage the building, which contains 12 subsidized units and 17 market units. At the time of the original Management Agreement, Mass Housing was completing a refinance of the property, which was in need of repairs and maintenance. Mass Housing is the holder of the current Note, the Mortgage, Security Agreement and Assignment of Rents, and the Regulatory Agreement. By letter dated May 2, 2025, HKM advised the Town that they have been working on the transition of their involvement in HKM and the affordable housing investments they have made over the past 33 years. They are entering a strategic alliance with the Douglass Park Group and Norton Point LLC to form a new management company, HK Asset Management Group. HKM requests the Town's approval of the transfer of the management contract for Academy Hill to HK Management LLC. Following receipt of this request, the Town Manager, with support of the relevant department heads, and Town Counsel, performed significant due diligence, including presenting HKM with requests for production of current financial statements, pending litigation status, and details regarding infrastructure and efficiency improvements made during its tenure. A meeting was also held



with current HKM president Andrew Burnes, to address all relevant questions raised by Town representatives. A tour of the property, hosted by the on-site manager, is currently being scheduled.

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

Board/Commission Recommendation

N/A

Public Outreach

None

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

Attachments

Ground Lease, Current Management Agreement, Consent Agreement, Form of Assignment and Assumption of Management Agreements, Summary of New Partners



AMENDED AND RESTATED GROUND LEASE
Academy Hill

This Amended and Restated Ground Lease (the “Amended Ground Lease” or “Lease”) is entered into on this 30th day of April, 2018 (the “Commencement Date”), by and between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal place of business at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Town” or “Landlord”), and Academy Hill Associates Limited Partnership, a Massachusetts limited partnership having its principal place of business at c/o HallKeen Management, Inc., 1400 Providence Highway, Bldg. # 1, Norwood, Massachusetts 02062 (“Tenant”).

Recitals

WHEREAS, the Town is the owner of a parcel of land located at 4 Westminster Street, Nantucket, Massachusetts (the “Property”) shown on a plan of land entitled “Plan of Land in Nantucket Island, Massachusetts dated February 5, 1985, As Prepared for Housing Associates,” prepared by Hart-Blackwell and Associates, recorded with Nantucket County Registry of Deeds (“Registry”) as Plan 018-B-1, a copy of which is attached hereto as Exhibit A (the “Plan”) and further described in Exhibit B;

WHEREAS, the 1984 Annual Town Meeting by vote of Article 33 authorized the Town to enter into a lease of the Property for purposes of an affordable rental housing development for persons over the age of sixty years old;

WHEREAS, the Town entered into a Ground Lease with the Tenant, dated March 27, 1985, recorded with said Deeds in Book 231, Page 280 for an affordable rental housing project for persons over the age of sixty years (the “Original Ground Lease”);

WHEREAS, the Original Tenant developed the Property into an affordable rental housing development for seniors over sixty years of age, known as Academy Hill, (the “Project”) and has been operating it ever since pursuant to the Original Ground Lease;

WHEREAS, the Original Tenant granted a Mortgage, Security Agreement and Assignment of Leases and Rents to Massachusetts Housing Finance Agency (“MassHousing” or “Mortgagee”) dated April 3, 1985, recorded with said Deeds in Book 232, Page 1, as amended by First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents dated November 20, 1985, recorded with said Deeds in Book 240, Page 293, and as amended by Second Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents dated July 28, 1987, recorded with said Deeds in Book 282, Page 111 (the “Mortgage”);

WHEREAS, the Tenant has experienced financial difficulties, and in effort to preserve the operation of the affordable housing project, MassHousing as Mortgagee on the Property, has negotiated with the Tenant and the Town to develop a plan to stabilize the Project financially, and provide for the completion of much needed deferred maintenance and capital improvements to the Project;

WHEREAS, as a result of such negotiations, MassHousing has agreed to refinance the outstanding loans and mortgages it holds on the Property (the “Refinancing”), and the Town has agreed to cooperate with Tenant, using reasonable efforts to support its application to the Community Preservation Committee for a grant in the amount of \$485,966.00 to be used for historic window restoration of the Project which grant award is subject to Town Meeting approval;

WHEREAS, the Refinancing is further contingent upon, inter alia (i) the amendment and restatement of the Original Lease, as set forth herein, and (ii) the approval by the Town of an extension of the term of the Original Lease;

WHEREAS, pursuant to the vote of Article 4 of the 2016 Special Town Meeting the term of the Original Lease may be extended until April 30, 2076;

WHEREAS, the Landlord has agreed to the Tenant’s request to amend and restate in its entirety the Original Lease as set forth in this Amended Ground Lease in connection with Tenant’s refinancing with MassHousing;

WHEREAS, the Town and the Tenant agree to enter into this Amended Ground Lease to set forth the terms and conditions under which Tenant will continue to operate and maintain the Project;

NOW, THEREFORE, in consideration of the foregoing and of mutual promises of the parties’ contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – PREMISES

1.1 Premises. Landlord does hereby demise, lease and let unto Tenant and Tenant does hereby take and lease from Landlord the Property and all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the Property. The Property, together with all improvements now or hereafter constructed on the Property (“Improvements”) is hereinafter referred to collectively as the “Premises.” The Premises do not include any interest which the Landlord may have in any public way or public utility which Landlord holds as a municipality, but Tenant may use the utility or way on the same basis as any other owner of property having access to such way or utility. Landlord reserves the right to access the Premises and install, maintain and repair any drainage as may be needed by the Town.

1.2 Landlord’s Reserved Rights. (a) Landlord reserves the right to access and enter the Premises, upon reasonable prior notice to Tenant (except in the event of emergency), for the purposes of inspecting the Premises, complying with all applicable laws, rules, regulations, by-laws, court decisions and orders and requirements of all public authorities, and for the purpose of exercising any right reserved to Landlord by this Lease. Landlord will have such rights of access to the extent required by its governmental powers. Landlord shall use reasonable efforts to minimize interference with or disruption of the use of the Premises by Tenant and its agents, employees, contractors, lessees and other occupants of the Premises.

(b) Landlord reserves the non-exclusive right to access and enter the Building and install, maintain and repair telecommunications equipment and/or antenna (collectively, "Equipment") on the roof or in an attic space for municipal purposes. For the avoidance of doubt, "municipal purposes" shall exclude any right of the Landlord to, directly or indirectly, sublease or license such space to third parties, or as a source of revenue or offset. All such Equipment shall remain the property of the Landlord and is not deemed an Improvement as defined in this Amended Ground Lease. Landlord shall pay for all utilities and improvements required to support said Equipment, and will indemnify Tenant from any loss, cost, expense, damage or claim from any party associated with the installation, maintenance, operation or decommissioning and removal of the Equipment. Further, the installation, maintenance, operation or decommissioning of such Equipment shall not unreasonably interfere with (i) Tenant's use of the Premises, or (ii) the residential tenants use and occupancy of the Building, or (iii) the Tenant's ability to sublease such space in the Tenant's reasonable discretion for the installation of other communications or other equipment/uses. Any such installation and use shall be pursuant to plans for same developed by Landlord and approved by Tenant and MassHousing, and reflected in an occupancy/use agreement mutually agreeable to the Landlord and Tenant and approved in writing by MassHousing.

(c) Tenant currently relies on projected revenue from third party Equipment leasing at the Building of \$7,300 per year, inflated at the greater of CPI or 3% per annum (the "Base Equipment Income"). There is at present no other leased Equipment on site. Tenant and Landlord agree to cooperate in identifying new revenue sources related to subleasing or licensing space for Equipment to third parties to generate additional revenue. Beginning on the date hereof, in the event any net income from Equipment leasing (net of operating, insurance, permitting, construction, maintenance, tax, energy or any other costs associated with the installation, maintenance, decommissioning or administration of the Equipment) exceeds the Base Equipment Income, such additional net income in excess of the Base Equipment Income will be shared 50%/50% with the Landlord, and paid to the Landlord not less than annually. In determining the amount of such additional net income (and thus the amount due to the Landlord), any lump sum payments received for Equipment from a third party shall be amortized over the term of the Equipment agreement.

(d) Tenant and Landlord agree that an opportunity may exist at the Property to create net additional parking spaces. Tenants agrees to reasonably cooperate with the Landlord as the Landlord explores the creation, at its cost, of net additional parking (the "Parking Improvements"). In the event that, in Tenant's reasonable discretion and subject to the written consent of MassHousing, the Landlord is able to make Parking Improvements that create additional net parking spaces, without (i) reducing the quantity of existing spaces or the gross area of existing parking, or (ii) adversely impacting drainage, snow storage, circulation, the aesthetics and marketability of the Property or convenience of the Property for staff or residents, then Landlord shall have a license to make such Parking Improvements and shall be given the exclusive right to use the net spaces added, provided that, (a) all required applicable zoning, historic and other approvals are secured by Landlord, prior to commencing any work related to such Parking Improvements, and (b) all permitting, construction, maintenance, insurance, tax, construction and all related costs are born solely by the Landlord. Use by Landlord of any Parking Improvements shall be subject to the Building's Rules and Regulations as presently in effect, and no oversized vehicles, recreational, commercial, uninspected, uninsured, unregistered or non-operational vehicles will be allowed to use said spaces. Any such parking expansion and use shall be reflected

in an occupancy/use agreement mutually agreeable to the Landlord and Tenant and approved in writing by MassHousing.

(e) Tenant agrees that, after completion of the planned restoration work to the windows and the wood medallion as set forth in the Scope of Work attached as Exhibit E, Tenant will undertake planning and work required to upgrade and/or replace the existing auxiliary power system (such work collectively, the “Upgraded Generator System”). However, if the existing auxiliary power system is in need of upgrading or replacement prior to restoration of the windows and wood medallion then the work on the Upgraded Generator System will need to be accelerated. Upgraded Generator System costs shall include but not be limited to all design, engineering, architectural, permitting, legal, construction management, construction costs and any other costs for scope directly or indirectly related to the Upgraded Generator System (the “Generator Costs”). For the avoidance of doubt, the Generator Costs shall include any ancillary work or indirect work and related hard and soft costs, such as traffic detail, cranes and lifts, finish work, landscaping work, tank replacement, excavation, drywall, painting, rewiring or other scope required, in whole or in part, by the installation of the Upgraded Generator System, and specifically including scope of work not directly related to the Upgraded Generator System, but required as a condition of permitting of the Upgraded Generator System. Tenant and Landlord agree that the priority application for the Upgraded Generator System is to serve the existing auxiliary power demands of the Building, and in particular the heating system. Tenant has budgeted \$40,000 for Generator Costs for the Upgraded Generator System, which amount is based on a \$21,000 estimate to replace the existing generator, plus \$19,000 for hard and soft costs related to the generator replacement. The \$40,000 budget has been approved by MassHousing as part of its long term capital needs requirements for the Building. In the event the scope of work for the Upgraded Generator System can be expanded from its current configuration and can be permitted through the Town to also serve at least one auxiliary powered outlet in each residential unit without exceeding the \$40,000 budget, Tenant, subject to the prior written consent of MassHousing, agrees to expand the Upgraded Generator System scope of work accordingly.

1.3 Condition of Premises. The Premises are delivered to Tenant, and Tenant accepts the Premises, in their present condition, “AS IS,” it being agreed that Tenant has had an opportunity to examine and inspect the Premises, and accepts the Premises without any representation or warranty, express or implied, in fact or by law, on the part of Landlord and without recourse to Landlord. Landlord has made no representations or warranties of any kind with respect thereto and Landlord shall have no obligation to do any work on, or make any improvements to or with respect to the Premises or the condition thereof, except as otherwise expressly set forth in this Lease.

ARTICLE 2 – TERM

2.1 Term of Lease. Subject to the terms, provisions, covenants, and conditions of this Amended Ground Lease, Tenant and its successors and assigns shall have, hold, possess, and enjoy the Premises for a term of approximately fifty-eight (58) years, which shall begin on the Commencement Date and continue until April 30, 2076, unless sooner terminated as provided below (the “Term”). A “Lease Year” shall be each successive twelve (12) month period commencing on the Commencement Date, if the Commencement Date is April 30, 2018. If the Commencement Date is other than April 30, 2018, then the Term of the Lease shall be extended

by the number of days between the Commencement Date and April 30, 2076. Any such partial month(s) at the beginning of the Term shall be included in the first Lease Year, with the result that the first Lease Year may in fact include twelve (12) consecutive months, plus a partial month(s), and that the expiration of this Lease shall occur on April 30, 2076. The parties acknowledge and agree that notwithstanding the foregoing, the parties shall be bound by all the provisions of this Lease as of the Commencement Date and the Tenant shall have the right and the obligation to develop and operate the Premises as set forth herein.

ARTICLE 3 – RENT

3.1 Triple Net Lease. Except as stated otherwise, Tenant acknowledges and agrees that this is an absolute triple net lease, and that all costs, expenses and obligations of any kind relating to the Premises, including without limitation all construction, alterations, maintenance, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, shall be paid by Tenant at Tenant's sole cost and expense. All payments of Rent shall be absolutely net to the Town so that this Lease shall yield to the Town the Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Except as stated otherwise, Landlord shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder.

3.2 Base Rent. Tenant agrees to pay Landlord base rent ("Base Rent") in the amount of One Dollar (\$1.00) per Lease Year during the Term of this Lease, which amount has been paid in full, in advance, on the Commencement Date. Each of the Landlord and Tenant acknowledge and agree that the Base Rent constitutes fair market consideration for the Premises, taking into account the affordability restrictions and other obligations of the Tenant under this Lease.

3.3 Additional Rent. In addition, Tenant shall, from the Commencement Date, bear, pay, and discharge any and all general and special assessments, duties, fees or charges, water rates, sewer betterment charges and sewer usage charges, and all other Impositions (defined below) during the Term hereof, in relation to the Premises, the Improvements made thereon, and/ or Tenant's use and operation of the Premises, or as Tenant is required to pay hereunder (the "Additional Rent"). The Base Rent and the Additional Rent are referred to, together, as the "Rent." Rent shall be paid without counterclaim, notice, demand, abatement or offset at Landlord's address set forth above.

3.4 Late Fee. Any payment of Rent due hereunder not paid when due shall bear interest at the Default Rate (defined below) from the due date until paid in full.

ARTICLE 4 - TAXES, ASSESSMENTS, AND UTILITIES

4.1 Impositions. Tenant shall pay as Additional Rent any and all taxes, rates, charges, license fees, municipal liens, levies, excises, fees or other charges, water and sewer use charges, whether general or special, or ordinary or extraordinary, of every kind and nature, including governmental or other impositions, charged, levied, assessed, or imposed, whether by federal, state, local, or any other public authority, during the Term hereof, in relation to the Premises, the

Improvements made thereon, Tenant's personal property, and/ or Tenant's use and operation of the Premises, whether such charges are made directly to Tenant or through or in the name of Landlord. All such charges shall be referred to herein as "Impositions." Tenant shall pay all of the Impositions promptly, before any fine, penalty, interest, or cost may be added for nonpayment and shall furnish to Landlord, on request, official receipts or other satisfactory proof evidencing such payment.

4.2 Challenges, Protests. Nothing contained in this Lease shall prevent or prohibit Tenant from protesting the validity or amount of any Imposition against the Premises or the Improvements or from taking such actions as may be required or permitted by law for enforcing and effecting a protest, subject to and in accordance with Section 9.4.

4.3 Personal Property. Tenant shall pay promptly when due all taxes which may be imposed upon any and all personal property (including fixtures taxed as personal property) in, on or within the Premises directly to the assessing party.

4.4 Installation of Utilities. Landlord and Tenant agree that the Premises are currently served by adequate existing utility services. Tenant acknowledges that Landlord shall have no obligation to provide any additional facilities, utilities, or services of any kind to the Premises whatsoever during the Term of this Lease, such as, but not limited to, additional water, steam, heat, gas, hot water, electricity, light and power. Landlord makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Premises. Tenant shall be responsible, at its sole cost and expense, for (a) installing and providing utilities to serve the Premises, and (b) connecting such utilities to the Premises, from the property line to the building. The Town agrees to cooperate with Tenant, subject to Town Meeting authorization, in granting licenses or easements to public utility companies and other appropriate entities over, under and through the Premises as may be required by such companies and entities to serve the Premises, including, without limitation, easements required for electric, water, sanitary sewer, storm water drainage, and telephone and telecommunications service. Tenant shall have the right, at its sole expense, to connect to all common utilities and to enter into agreements with utility and similar service companies and providers as are required in order to service the Premises, and may do so in its name. Tenant covenants and agrees to hold Landlord harmless from any costs, fees and/or charges incurred in connection herewith, and to pay on demand any and all costs incurred by Landlord for utilities and similar services with respect to the Premises.

4.5 Utility Charges. Tenant shall pay or shall cause to be paid, as Additional Rent, directly to the utility provider, all charges for water, electricity, telephone, gas, sewer and other services furnished to or used at the Premises, and service inspections made therefor, whether called charge, rate, tax, betterment, assessment, fee or otherwise and whether such charges are made directly to Tenant or through or in the name of Landlord.

ARTICLE 5 – TENANT IMPROVEMENTS

5.1 Force Majeure. In the event that Landlord or Tenant shall be delayed , hindered in or prevented from the performance of any act required hereunder by reason of weather, casualty, strikes, lockouts, labor troubles, inability to procure materials or permits, power failures, riots, insurrection, war, appeals or litigation relating to any permits or licenses necessary to act, failure

to act or default of the other party, or other causes beyond the parties reasonable control (collectively, "Force Majeure"), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

5.2 Alterations, Improvements, and Changes Permitted. (a) Tenant and its successors and assigns shall have the right to make such alterations, improvements, and changes to any building and improvements on the Property, as it may deem desirable (the "Alterations"), subject to Section 5.2(b) below, and provided that the Alterations do not change the number of units in the building, are approved by the Landlord and shall be in compliance with the building codes and ordinances, zoning by-laws, rules and regulations of the Historic District Commission and any other local, state or federal laws. The Tenant must deliver to the Landlord for its review and approval the plans showing the Alterations to the buildings, improvements, parking or landscaping (the "Plans"). Tenant shall not deviate materially from the Plans without obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall promptly review and approve (or respond to) any request for such Alterations within sixty (60) days of the request; if Landlord fails to respond within such sixty (60) day period, such request for Alterations shall be deemed approved by the Landlord. Further, Landlord and Tenant expressly agree that approval of Plans and issuance of a Building Permit by the Nantucket Building Department (or any corresponding Town agency) will constitute Landlord approval for such Plans.

(b) Tenant acknowledges and agrees that it is obligated to maintain the Premises and repair and replace the Improvements, as needed at its cost, throughout the Term, provided that it is not otherwise obligated to undertake discretionary capital improvements to the Premises. Further, as a condition of the Refinancing, Tenant has agreed to perform certain repair and maintenance work at the Premises, pursuant to the Scope of Work set forth on Exhibit E hereto. Such work shall be done in a good and workmanlike manner, at Tenant's sole cost and expense.

(c) Town agrees to cooperate with Tenant and use reasonable efforts to support the Tenant's application for a grant from the Community Preservation Committee to obtain additional funds in the approximate amount of [\$485,966.00] to be used for historic window restoration of the Project in its entirety, subject to the approval by Town Meeting of the grant of such funds. acknowledges.

5.3 Required Permits. (a) Tenant shall obtain all permits, approvals and licenses from governmental authorities ("Required Permits") required for construction, use and operation of the Alterations and any other removals, installations, additions, changes, replacements or other improvements to the Premises (collectively with the Improvements, "Tenant Work"), and shall, upon written request, provide Landlord with a copy of each. Upon full or partial completion of the Improvements and prior to occupying any part of the Premises for any purpose other than performing the Improvements, and upon completion of any other Tenant Work, Tenant shall, to the extent necessary, obtain from each authority granting the Required Permits such evidence of approval ("Required Approval") as may be necessary to permit such part of the Premises to be used and occupied for the Permitted Uses (as defined in Section 6.1 below).

5.4 Cooperation. Landlord agrees to use reasonable efforts to assist Tenant in obtaining any Required Permit or Required Approval with respect to any construction or other work to be

performed on the Premises, as Tenant may from time to time reasonably request, at Tenant's sole cost, but Tenant acknowledges that Landlord has no control over and cannot guarantee that permits required from municipal boards or officers within its statutory or regulatory authority will be granted or that fees will be waived or reduced.

5.5 Ownership. During the term of this Amended Ground Lease, title to all Improvements shall belong to and be vested in the Tenant, and Tenant shall be entitled to any depreciation deductions and to any state or federal historic, low income, investment or other tax credits thereon for income tax purposes. Upon the expiration or earlier termination of this Lease, title to all Improvements shall immediately and automatically vest in Landlord and shall be surrendered at that time in accordance with Article 16 below.

5.6 Manner of Construction; Cost of Improvements. Tenant shall construct all Tenant Work in a good and workmanlike manner, in compliance in all material respects with Legal Requirements (as defined in Section 9.3) and good engineering and construction practices. The Alterations and Improvements shall be constructed in material compliance with the Plans and in strict compliance with the Required Permits. Tenant shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by Tenant Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially reasonable methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area. Tenant shall pay (or cause to be paid) all costs and expenses associated with any Tenant Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold Landlord Parties (as defined in Section 8.13 below) harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "Claims") attributable to the performance of any Tenant Work.

5.7 Tenant's Responsibility to Discharge Liens. (a) If any mechanic's, laborer's or materialman's lien shall at any time during the Term be filed against the Premises, the underlying fee, or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming by, through or under Tenant, Tenant, within ninety (90) days after notice of the filing thereof, shall cause the same to be insured or bonded over, or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest at the prime rate of interest reported from time to time in the Wall Street Journal or any successor publication plus two (2) percentage points (the "Default Rate") from the respective dates of Landlord's making of the payment or incurring of the cost and expense until paid in full, shall constitute Additional Rent under this Lease and shall be paid by Tenant to Landlord on demand.

(b) Notwithstanding the foregoing, Tenant may contest, in good faith by appropriate proceedings, at Tenant's sole expense, the amount or validity in whole or in part of

any mechanic's, laborer's or materialman's lien, and may defer the discharge of record thereof, provided that:

(i) Tenant shall insure or bond over to assure payment of contested items;

(ii) Tenant shall promptly pay or shall bond over such contested item or items if Tenant is unsuccessful in such proceeding;

(iii) Landlord shall not be required to join in any proceedings referred to herein unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord. Landlord shall not be subjected to any liability for the payment of any loss, costs or expenses in connection with any such proceedings, and Tenant shall defend, indemnify and save Landlord Parties harmless from and against any such loss, costs and expenses; and

(iv) Notwithstanding the provisions of subsection (iii) above, Landlord shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Town of Nantucket or any agency, authority, branch, authority, division, office or subdivision of or for the Town of Nantucket, nor shall Landlord be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by Landlord nor to take any position inconsistent with a position previously taken and made public by Landlord.

Subject to the foregoing, and without cost to it, Landlord shall promptly execute and deliver any reasonable documents which may be necessary to permit Tenant to contest any such lien and shall further cooperate with Tenant in such contest, as Tenant may from time to time reasonably request.

5.8 Inspection of Improvements. Prior to completion of any Alterations or Improvements, Landlord's representatives may enter upon the Premises from time to time at reasonable times and upon reasonable notice to Tenant for the purpose of inspecting the Improvements being altered or constructed by Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises. At final completion of any of the Alterations or Improvements, the Town shall have the right to inspect the work to determine conformity with the Plans, and may direct Tenant to perform such additional work as may be necessary to conform to the Plans. Landlord and Tenant agree that approval by the Nantucket Building Department (or any corresponding Town Agency) shall constitute Landlord's final inspection and acceptance of such Alterations and Improvements.

ARTICLE 6 - USES AND AFFORDABLE HOUSING RESTRICTION

6.1 Permitted Uses. The Premises and the Improvements shall be used exclusively for purposes of affordable rental housing and housing to those persons over the age of sixty (60) years old and uses which are ancillary thereto (the "Permitted Uses"). Tenant shall use the Premises for the purpose of constructing, developing, operating and maintaining twenty-seven (27) dwelling units built in accordance with the Plans (such twenty-seven (27) dwelling units, and any additional

units constructed on the Premises, are referred to as the “Units”, of which twelve (12) Units shall be leased to individuals and households with an annual income at or below eighty percent (80%) of the area median income of Nantucket County that includes the Town of Nantucket (the “Affordable Units”), as such areas and incomes are determined by the Department of Housing and Community Development (“DHCD”), adjusted for household size, owning assets not in excess of the limit set forth in guidelines published by DHCD, as amended from time to time (a “Qualifying Household”) . It is intended that all Units shall qualify for inclusion in the Subsidized Housing Inventory for the Town of Nantucket maintained by the DHCD and that Tenant shall, to the extent within its control and subject to compliance with other restrictions, file any and all applications with DHCD and take other measures to ensure such inclusion or alternatively, Tenant can provide necessary information to the Town for inclusion in the Subsidized Housing Inventory.

6.2 Affordable Housing Restriction. MassHousing, Landlord and Tenant agree that the Premises and the Units shall be subject to a permanent affordable housing restriction, qualifying under G.L. c. 184, § 31, approved and enforceable by Landlord, MassHousing and/or DHCD, in the form required or recommended by DHCD, for including all of the Units in the Town’s Subsidized Housing Inventory (the “Restriction”), which Restriction has been approved by MassHousing and/or DHCD, Landlord and Tenant and is being recorded with the Registry at Tenant’s sole cost on or about the date hereof and prior to any leasehold mortgage, lien or other encumbrance that is recorded against the Premises (unless each mortgage or lien holder shall have executed a subordination agreement, acceptable to Landlord, expressly subordinating its mortgage or other lien to the Restriction). It is recognized by the Landlord and Tenant that MassHousing and/or DHCD may require changes to the Restriction subsequent to its recordation, and they both agree to execute whatever documents may be necessary to accomplish such changes.

6.3 Marketing Plan. Tenant shall market the Units and shall conduct a tenant selection process for the Units in accordance with an affirmative fair marketing plan approved by DHCD and MassHousing.

ARTICLE 7 – REPAIRS AND MAINTENANCE

7.1 Repair and Maintenance. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall, subject to Section 5.2, maintain the Premises, the Improvements thereon and all roadways, parking areas, sidewalks, curbs, landscaped areas, fences and entranceways on the Premises in good order and condition (except for reasonable wear and tear and damage from a Taking (as defined in Section 12.1 below) or from fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant pursuant to its obligations hereunder), and shall make all reasonably necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen in order to keep the Premises in safe, clean and sanitary operable condition throughout the Term of this Lease. Without limitation, Tenant shall keep the driveways, parking areas and sidewalks on the Premises in good order and condition and shall be responsible for removing ice and snow therefrom. Tenant shall keep the Premises free of accumulations of dirt and rubbish, and shall use all reasonable precautions to prevent waste, damage or injury to the Premises.

7.2 No Obligation of Landlord. Except as otherwise expressly provided herein, Landlord shall in no event be required to maintain or repair or to make any alterations, restoration,

replacements, changes, additions or improvements to the Premises during the Term of this Lease.

ARTICLE 8 – INSURANCE AND INDEMNITY

8.1 Casualty Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Term, “all-risk” property insurance coverage on the Improvements, including, but not limited to, machinery and boilers, naming Tenant as the insured, and otherwise in the customary form for property insurance coverage of buildings of similar character in the Nantucket County Area that includes the Town of Nantucket, naming Landlord as an additional insured. The amount of such insurance will be set forth on an “agreed amount endorsement” to the policy of such insurance and will not be less than 100% of the full replacement value of the Improvements, as determined from time to time.

8.2 Builder’s Risk. During the period of any construction or structural alteration of the Improvements, Tenant shall also keep in full force and effect, at its sole cost and expense, “Builder’s All Risk” insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as Landlord may reasonably require.

8.3 Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain, for the benefit of Landlord and Tenant, and naming Landlord as an additional insured, the following insurance: (i) commercial general liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Landlord, Tenant, and any Permitted Institutional Mortgagee (as defined in Section 14.2 below), including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises; and (ii) excess liability (so-called umbrella) coverage having a limit of Five Million Dollars (\$5,000,000.00) written on an occurrence basis. Such liability insurance shall be primary and not contributing to any insurance available to Landlord, and Landlord’s insurance shall be in excess thereto.

8.4 Personal Property Insurance. Throughout the Term, Tenant shall maintain personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils in amount at least equal to the full replacement cost thereof.

8.5 Insurance Carried by Contractors. During any construction or structural alterations of the Improvements, and subject to any additional requirements of any leasehold mortgagee, Tenant shall also require the construction manager and/or general contractor for the Improvements to maintain (i) for the benefit of Tenant and Landlord, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the Improvements for at least \$3,000,000 combined single limit; (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or nonowned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

8.6 Insurance Coverage Increases. On the fifth (5th) anniversary of the Commencement Date, and every five (5) years thereafter, or upon Landlord's reasonable request (which shall occur not more often than once every three (3) years), the limits of any of the above-mentioned insurance coverages may be increased at the written request of the Town to amounts reasonably requested by the Town, but not to exceed the amounts of coverage generally maintained at the time in question for similar residential developments or properties in Massachusetts.

8.7 Insurance Carriers, Policies. All insurance provided for in this Article 8 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Landlord. Tenant shall submit duplicate originals of all the policies required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request.

8.8 Blanket Policy. Nothing in this Article 8 shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Article 8 under a blanket insurance policy or policies covering other properties as well as the Premises, provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by this Article 8, and (ii) such amounts so specified shall be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions of this Article 8.

8.9 No Separate Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 8 to be furnished by, or which may reasonably be required to be furnished by, Tenant unless Landlord and Tenant are included therein as insureds, with loss payable as provided in this Lease. Tenant shall immediately notify Landlord of the placing of any such separate insurance and shall cause the same to be delivered as in Section 8.7 hereof required.

8.10 Adjustment. All policies of insurance provided for in Article 8 hereof shall name Landlord as an additional insured. The loss, if any, under such policies shall be adjusted with the insurance companies by Tenant and, subject to any rights of any Permitted Institutional Mortgagee, the proceeds from such loss shall be payable to Tenant and Landlord as the loss payees as their interests may appear, unless required otherwise by the terms of any Permitted Institutional Mortgage. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Tenant Parties (as defined in Section 8.13 below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

8.11 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled or non-renewed or substantially modified without at least thirty (30) days' prior written notice to

Landlord, Tenant and any Permitted Institutional Mortgagee named therein.

8.12 Landlord's Right to Pay Premiums. Tenant shall pay all of the premiums for all of the policies of insurance referred to in this Article 8, and the cost of such insurance shall be deemed to be Additional Rent under this Lease. In the event of the failure of Tenant, either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance or to deliver the policies to Landlord, Landlord shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Landlord as Additional Rent on demand. Failure to repay the same shall carry with it the same consequence as failure to pay Rent.

8.13 Indemnification.

(a) Except for matters arising out of the negligence or willful misconduct of the Landlord Parties, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and save Landlord Parties harmless against and from any and all Claims, which may be imposed upon or incurred by or asserted against Landlord Parties by reason of any of the following occurrences:

(i) any work done or action taken during the Term of this Lease in, on or about the Premises or any part thereof, including during any construction of the Improvements and any other Tenant Work, by Tenant or by any party acting through Tenant, other than Landlord and its employees, contractors, agents, or representatives (collectively with Landlord, the "Landlord Parties");

(ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, including any sidewalk, parking lot or curb on the Premises, during the Term of this Lease by Tenant or any other party other than the Landlord Parties;

(iii) any negligence or willful misconduct on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, operators, invitees, visitors, or users of any portion of the Premises (collectively with Tenant, the "Tenant Parties");

(iv) any accident, injury or damage to any person or property occurring on the Premises or any part thereof, including any sidewalk, parking lot or curb on the Premises, except to the extent the same occurs solely as a direct result of the negligence or wrongful act of any of the Landlord Parties; and

(v) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

(b) If Landlord obtains separate counsel due to reasonable concerns that its interests and that of Tenant will be adverse or that counsel provided by Tenant may have a conflict in interest or is not providing effective representation of Landlord, then the reasonable expenses of such separate counsel shall be at Tenant's expense.

(c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Landlord which would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 8. This Lease is made on the express condition that Landlord shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Tenant or any of the Tenant Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, except to the extent caused by the negligence or willful misconduct of a Landlord Parties.

(d) Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, though or under Tenant.

(e) The provisions of this Section 8.13 shall survive termination or expiration of this Lease.

ARTICLE 9 – USE OF PREMISES

9.1 Permitted Uses. The Premises and the Improvements shall be used exclusively for Permitted Uses and uses ancillary thereto.

9.2 Abandonment of Use. Subject to Force Majeure and the rights of Permitted Institutional Mortgagees, except during construction of Improvements and thereafter during reasonable periods of repair, remodeling and/or restoration, Tenant covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses. Excepting in each case due to Force Majeure, if the Premises shall be abandoned, deserted, or vacated by the Tenant for a period of 180 days or more (such decision to abandon, desert or vacate or discontinue construction or operation of the facilities located on the Premises for a period of 180 days or more shall be referred to as a decision to “Discontinue Operations”), or if fewer than fifty percent (50%) of the Units located on the Premises are leased or held for occupancy in accordance with Section 6.1 for a period of one hundred eighty (180) consecutive days or for more than one hundred eighty (180) days in any calendar year for any reason, Landlord shall have the right, subject to the notice and cure provisions of Section 15.1(c) and further subject to the rights of Permitted Institutional Mortgagees as set forth in Section 14.2 below, to terminate the Lease and recover exclusive possession of the Premises by written notice to Tenant. In the event Landlord exercises its right to terminate the Lease under this Section 9.2, the Lease shall terminate as of the date that is ninety (90) days after the date of Landlord's notice to Tenant thereof, and Tenant's rights with respect to the Lease shall terminate as of such date, unless within such ninety (90) day period, more than fifty percent (50%) of the Units are leased or held for occupancy in accordance with Section 6.1 (in which event such termination notice shall have no effect).

9.3 Legal Requirements. Throughout the Term of this Lease, Tenant, at its expense, shall promptly comply with and shall cause all Tenant Parties to promptly comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and

municipal governments, departments, authorities, boards and officers, which may be applicable to the Premises, or to the use or manner of use of the same or to any of the Tenant Parties (collectively, “Legal Requirements”). Tenant shall, in the event of any violation or any attempted violation of this Section by any Tenant Party, take steps, immediately upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same as the case may be.

9.4 Contests. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any Impositions or Legal Requirement, subject to Tenant providing Landlord with written notice thereof on or before the date of contesting same, and further subject to the following:

(a) If, by the terms of any such Impositions or Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrance of any lien, charge or liability of any kind against the Premises or any part thereof and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability or fine, and provided that Tenant (i) bonds over such lien or furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; and

(c) Landlord shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Town of Nantucket or any agency, authority, branch, division, office or subdivision thereof, nor shall Landlord be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by Landlord nor to take a position inconsistent with a position previously taken and made public by Landlord.

9.5 Compliance with Insurance Requirements. Throughout the Term of this Lease, Tenant, at its expense, shall observe and comply with the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises, and Tenant shall, without limiting any other requirements of this Lease, in the event of any violation or any attempted violation of the provisions of this Section by any Tenant Party, take all reasonable steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

9.6 Property Management. Tenant will either manage the Premises personally or hire a reputable and experienced property management company to manage the Premises (which property management company may be an affiliate of Tenant). If Tenant will not personally manage the Premises, Tenant shall at least thirty (30) days prior to retaining any other such party submit to Landlord for approval (a) the name of Tenant’s proposed property management company, (b) evidence that such company has (i) a good business and character reputation in the

community, and (ii) proven property management experience with affordable housing developments, and (c) the identity, background and experience of the senior operational officer, and all agents and employees who will be engaged in the management of the Premises, such approval not to be unreasonably withheld. In order to provide timely responses to any maintenance and management issues affecting the Premises, the Tenant shall employ one or more property or maintenance managers who shall reside on-island. Prior to the Commencement Date of the Lease, Tenant agrees to deliver to Landlord for its review and approval a property management agreement for the maintenance and management of the Premises. Landlord agrees that HallKeen Management, Inc. is approved to act as property manager of the Premises.

In order to ensure that there are sufficient funds available for repairs and maintenance of the Premises, from and after the Commencement Date, the Tenant shall maintain a reserve fund account to which monthly contributions in a minimum amount equal to \$ 27,000 per year or such amount as shall be required from time to time by MassHousing shall be made, to be established for the maintenance, repair or restoration of the Improvements, and the funds so set aside shall not be deemed to be for profits available for distribution.

ARTICLE 10 – RESIDENT SELECTION; AFFORDABILITY COMMITMENTS

10.1 Affordability Commitment. Tenant acknowledges and agrees that it shall, during the Term of this Lease and for so long as Tenant occupies the Premises hereunder, rent the Units to Qualifying Households and comply with the other terms of the Restriction (referred to herein as the “Affordability Commitments”), including, without limitation the provisions governing (a) selection of tenants for the Units, (b) income certifications, (c) rental expenses, (d) leases with the tenants, (e) reporting requirements, and (f) public subsidy programs, which provisions are set forth in the Restriction recorded with the Registry and a copy of which is attached hereto as Exhibit C and incorporated herein. As a condition to occupancy each potential tenant of an Affordable Unit shall be required to sign and deliver to Tenant an income certification using a form adopted for such use by Tenant and reasonably approved by Landlord, and in accordance with the terms of the Regulatory Agreement. If after initial occupancy, the income of a Qualifying Household increases, and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, Tenant shall not be in default hereunder so long as the tenant income does not exceed the amount permitted pursuant to the terms of the Regulatory Agreement. Landlord shall have such rights with respect to Tenant’s failure to comply with the Affordability Restriction as Landlord does with respect to Tenant’s failure to comply with the other terms of this Lease.

10.2 Rental Expenses. The annual rental expense for each Affordable Unit, including the provision of heat, electricity, and hot water, shall not exceed thirty percent (30%) of the income of an individual or household, adjusted for household size. Notwithstanding the foregoing, if an Affordable Unit has a subsidy commitment through any federal or state rental assistance program, then the maximum rent shall be that permitted by such program as set forth in the Regulatory Agreement

10.3 Reporting Requirements. Tenant covenants and agrees to secure and maintain on file for inspection and copying by Landlord such information, reports, and certifications as Landlord may reasonably require in writing in order to ensure that the Affordability Commitment is being

complied with. Tenant further covenants and agrees to notify Landlord in writing if Tenant discovers non-compliance with any restrictions hereunder.

10.4 Regulatory Agreement. In the event of any conflict between the terms and provisions of the Regulatory Agreement and the terms and provisions of this Lease respecting the affordability of Affordable Units, the terms and provisions of the Regulatory Agreement shall govern.

ARTICLE 11 – DAMAGE OR DESTRUCTION

If the whole or any part of the Improvements used for the Permitted Uses are damaged or destroyed by any cause whatsoever, whether insured or uninsured, at any time during the Term of this Lease, Tenant shall, to the extent insurance proceeds are available therefor, promptly commence to replace or repair such Improvements or any part thereof that is damaged or destroyed, and complete such repair and/or restoration with due diligence and at its sole cost and expense, with such changes, alterations or modifications as are reasonably determined by Tenant so long as such changes, alterations or modifications (a) do not diminish the overall utility for the Permitted Uses, and (b) are reasonably comparable to the quality of the Improvements that existed prior to the damage or destruction. The parties recognize that such damage or destruction may require emergency replacement or repair. Tenant will be entitled to all insurance proceeds in order to effect such replacement, modifications or alterations. Notwithstanding the foregoing, in the event that the Improvements are substantially damaged, and the insurance proceeds are required to be paid to any Permitted Institutional Mortgagee to repay the indebtedness secured by the Permitted Institutional Mortgage, Tenant's obligation to rebuild the Premises shall be limited to the amount of the proceeds received by Tenant from the insurer (the "Remaining Proceeds"). If in such case Tenant reasonably determines that the continued use of the Premises after such repair or replacement of the Improvements in substantially the same manner as conducted by Tenant prior to such damage or destruction will not be economic and feasible, Tenant may elect not to repair or replace the damaged Improvements and terminate this Lease by giving Landlord one hundred eighty (180) days written notice thereof, specifying the reasons for such termination (the "Casualty Termination"), provided however that in such event Tenant shall (a) at Landlord's request, demolish any destroyed buildings and secure any damaged buildings, in each case to a safe condition reasonably satisfactory to Landlord and in compliance with the Legal Requirements, and (b) pay all fees and expenses of Tenant related to its use and operation of the Premises, and then (c) deliver to Landlord the Remaining Proceeds minus the reasonable costs of any such prevention of imminent danger, demolishing and/or securing of buildings, and payment of Tenant fees and expenses, and assign to Landlord all of its right, title and interest to any other insurance proceeds as may be available. After delivery of the Casualty Termination Notice to the Landlord, Tenant will vacate the Premises as soon as reasonably possible and this Lease shall terminate without recourse to the parties, provided, Tenant's rights and obligations under this Article 11 shall survive the termination of this Lease.

ARTICLE 12 – TAKING

12.1 Award. In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between

Landlord and Tenant and those authorized to exercise such right (any such matters being herein referred as a "Taking"), Landlord and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

12.2 Termination. (a) If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. Rent hereunder shall be paid to the date of such Taking. For the purpose of this Article "substantially all of the Premises" shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the Improvements such as to allow the economic and feasible operation thereof by the Tenant. Any award or compensation payable in connection with such Taking shall be distributed as follows: First, to Tenant for Tenant's fixtures and equipment, accrued but unpaid fees and expenses, the unamortized costs of the Improvements on the Premises, the value to Tenant of the remaining Term of this Lease (and including any separate awards which may be made for Tenant's relocation expenses, business interruption, and the like); Second, to Landlord in an amount equal to the value of the Property taken on an unimproved basis and exclusive of any Improvements, but as burdened by this Lease; and Third, the balance to be split equally between Tenant and Landlord. Notwithstanding the foregoing, however, Landlord shall not share in any Taking award with respect to the Improvements unless and until the unpaid balance of the Permitted Institutional Mortgage (as defined in Section 14.2 below) on the Premises, if any, is paid in full, all such Taking proceeds with respect to the Improvements being used first to pay off and discharge such Permitted Institutional Mortgage.

(b) No such termination of this Lease under this Article 12 shall release Tenant from any obligation hereunder for Rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

12.3 Insubstantial Taking. If a portion of the Premises is taken and Section 12.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Premises Taken and this Lease will continue in full force and effect with respect to the remaining portion of the Premises. In such event, any partial Taking award and any relocation benefits, if any, shall be paid first to the Tenant in an amount equal to the greater of (i) the unamortized cost of any Improvements constructed by Tenant on the portion of the Premises subject to the Taking and the value to the Tenant of the remaining term of this Lease; or (ii) the amount necessary to discharge or, if such amount is insufficient, to reduce any Permitted Institutional Mortgage. The balance, if any, of the Taking award shall be paid to Landlord.

12.4 Temporary Taking. If the whole or any part of the Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Term.

12.5 Other Damages. Nothing in this Article shall be construed to prevent Tenant from making its claim against the Taking authorities for any other damage or damages suffered by

Tenant provided the same shall not adversely affect the compensation to which Landlord is entitled pursuant to the provisions of this Article 12.

ARTICLE 13 – ENVIRONMENTAL

13.1 Environmental Laws Defined. “Environmental Laws” means, collectively, any federal, state, or local law, rule or regulation, code or by-law (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“SARA”); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass.Gen.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined in Section 13.4 below) or providing for the protection, preservation or enhancement of the natural environment, and any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, storm water drainage, and underground and above ground storage tanks.

13.2 Tenant’s Environmental Representations, Warranties and Covenants. Tenant hereby represents warrants and covenants as follows:

(a) Tenant shall not allow, other than for ordinary household uses, any Hazardous Materials (as defined in Section 13.4 below) to exist or be brought upon, stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises.

(b) No activity shall be undertaken on the Premises by Tenant which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials unless a permit has been issued under any applicable Environmental Law.

(c) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws, take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions to the extent required under any Environmental Laws. Tenant shall pay or cause to be paid at no expense to Landlord all clean-up, administrative, and enforcement costs of applicable government agencies or the

parties protected by such Environmental Laws which may be asserted against the Premises.

13.3 Landlord's Environmental Representations, Warranties and Covenants. Landlord hereby represents, warrants and covenants that Landlord has not to the best of its actual knowledge or belief, received notice of any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Materials or environmental liabilities or violations with respect to the Premises, that is, or with any applicable notice or lapse of time, or failure to take certain curative or remedial actions will be in, either direct or indirect violation of any Environmental Laws. Landlord shall not permit its agents, employees, contractors or invitees entering the Premises to bring, store, locate, discharge, or handle any Hazardous Materials (as defined in Section 13.4 below) on the Premises.

13.4 Hazardous Materials Defined. For purposes of this Lease, "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law, except for those ordinary and customary cleaning and property maintenance chemicals, fuels and petroleum products, pesticides and other chemicals and compounds used in connection with property management and tenant residential use, provided the same are used in compliance with all Environmental Laws and other applicable laws or regulations..

13.5 Notices. (a) Tenant shall provide Landlord with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to Landlord concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also shall provide Landlord with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to Landlord any documentation or records as Landlord may reasonably request and which are in Tenant's possession and may be lawfully delivered to Landlord, and Landlord shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in Landlord's possession and may be lawfully delivered to Tenant.

(b) Tenant or Landlord shall immediately notify the other party in writing should Tenant or Landlord become aware of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject Landlord, Tenant, or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any

Environmental Laws; (ii) any lien filed, action taken or notice given under any Environmental Law; (iii) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

13.6 Environmental Indemnity. Tenant hereby shall pay, indemnify, defend with counsel acceptable to Landlord and save harmless Landlord Parties for, from and against any and all Claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of any Environmental Law) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of Landlord Parties arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to the Premises, or as a consequence of any of Tenant's use or operation of the Premises, to the extent such Claims arise out of any breach of Tenant's covenants, representations and warranties. Tenant further agrees and covenants that none of Landlord Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions made or taken by Landlord, except for such matters arising after the Landlord re-enters the Premises. The provisions of this Section 13.6 shall survive the expiration or the earlier termination of this Lease; in addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by Landlord under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of Landlord Parties, provided, however, that nothing contained herein shall prevent Landlord from exercising any other rights under the Lease.

ARTICLE 14 – TRANSFER OF TENANT'S INTEREST

14.1 Assignment by Tenant. Subject to the rights of any Permitted Institutional Mortgagee, Tenant will not assign this Lease or any interest in this Lease or sublet or permit any other person to occupy or use the Premises or any portion thereof (except for leasing the Units to Qualified Households) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Tenant wishes to assign or sublet all or substantially all of Tenant's right, title and interest in the leasehold estate created by this Lease to a party other than a Control Entity as defined below in Section 14.2, Tenant shall send written notice to the Landlord at least sixty (60) days prior to any such transfer, (i) notifying the Landlord of the transferee's names and evidence that such transferee is an "Eligible Transferee," and (ii) evidence of the reserve accounts being maintained, deposit schedules and the latest financial reports filed with MassHousing.

For purposes of this Lease, an "Eligible Transferee" shall mean a sophisticated real estate investor with a good business reputation and adequate financial strength to own and operate the Premises and that has engaged a professional property management firm that has experience managing large, mixed income and affordable properties. Within thirty (30) days of Tenant's notice, Landlord shall either withhold or grant its approval, Landlord agreeing that it shall not

unreasonably withhold, condition or delay its approval. In the event that transferee is disapproved, Landlord shall give to Tenant a statement of reason for disapproval. If no response is received from landlord within said thirty (30)day period, the proposed transferee shall be deemed approved by Landlord.

Any Eligible Transferee shall enter into an Assumption Agreement, reasonably acceptable to Landlord, expressly agreeing to perform all of Tenant's obligations under this Lease. Further, in the case of an Eligible Transferee, the Assumption Agreement shall include provision that require initial and continued deposits into one or more replacement reserve accounts in total amounts not less than the amounts required by MassHousing.

14.2 Transfer to Control Entity. Notwithstanding the foregoing in Section 14.1, Tenant shall have the right, provided no Event of Default has occurred and is continuing, to assign or transfer its rights under this Lease to any entity that Tenant controls ("Control Entity"), provided that (i) Tenant sends written notice to the Landlord at least thirty (30) days prior to any such transfer, notifying the Landlord of the transferee's name and evidence of the control that Tenant exercises over such transferee, and obtains the Landlord's written consent, not to be unreasonably withheld, (ii) any such transferee enters into an Assumption Agreement, expressly agreeing to perform all of Tenant's obligations under this Lease; and (iii) Tenant shall guarantee the transferee's performance of such obligations, and shall be jointly and severally liable with the transferee.

14.3 Leasehold Mortgages. (a) Notwithstanding anything to the contrary contained in this Lease, Tenant may from time to time, and in each case upon prior written notice to Landlord, encumber, hypothecate or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders as security for a loan or loans (referred to herein as a "Permitted Institutional Mortgage," and the holder of such Permitted Institutional Mortgage is referred to herein as a "Permitted Institutional Mortgagee"). The mortgagees listed on Exhibit D attached hereto are hereby acknowledged and approved to be Permitted Institutional Mortgagees. Each such Permitted Institutional Mortgage shall be expressly subject to the terms and conditions of this Lease. It is expressly understood and agreed that Tenant has no right to mortgage or otherwise encumber the fee title to the Premises. Tenant shall promptly deliver to Landlord a true copy of the Permitted Institutional Mortgage and any assignment thereof. Tenant shall notify Landlord of the address of the Permitted Institutional Mortgagee to which notices may be sent, it being understood and agreed that Landlord shall have no obligation to notify a Permitted Institutional Mortgagee of any default under this Article 14 until and unless the address of such Permitted Institutional Mortgagee shall have been provided to Landlord in writing.

(b) Permitted Institutional Mortgages not Assignment. For the purpose of this Article 14, the making of a Permitted Institutional Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall any Permitted Institutional Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Permitted Institutional Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of the leasehold interest created by this Lease in any proceedings for the foreclosure of any Permitted Institutional Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Institutional

Mortgage, shall be deemed to be an assignee or transferee (without requiring the consent of Landlord pursuant to Section 14.1) and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, and shall execute a written instrument assuming Tenant's obligations hereunder promptly upon request by Landlord. Upon a refinance by the Tenant of the Permitted Institutional Mortgage on the Premises, the Tenant shall give the Landlord sixty (60) days prior written notice of the refinance providing the Landlord, with the name and address of the Permitted Institutional Mortgagee and the amount of the refinance.

(c) Permitted Institutional Mortgagee Cure Rights. In the event that Tenant defaults in the payment of Rent or any other sum of money payable under this Lease, in obtaining and/or maintaining the insurance required hereunder, or any other default or failure curable by a payment of money, Landlord shall not have the right to terminate this Lease if a Permitted Institutional Mortgagee, without being under any obligation to do so, shall have cured such monetary default within sixty (60) days after the giving of notice to it by Landlord. In the case of any default by the Tenant other than in the payment of money hereunder, Landlord shall not have the right to terminate this Lease by reason of any such default if a Permitted Institutional Mortgagee, without being under any obligation to do so, shall have cured such default within ninety (90) days after the giving of notice to it by Landlord, or, if such default cannot reasonably be cured within such ninety (90) days, within such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Institutional Mortgagee to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, provided, that the Permitted Institutional Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, within such ninety (90) day period and thereafter continues diligently to effect such cure, or obtain such possession or title. The Permitted Institutional Mortgagee shall not be required to continue such foreclosure proceedings if the default shall be cured by Tenant. Upon the expiration of any applicable cure period, Landlord shall notify the Permitted Institutional Mortgagee whether or not Tenant has effectuated a cure within said cure period. The provisions of this Section 14.2(c) are conditioned on the following provisions:

(i) Acquisition of Possession. The Permitted Institutional Mortgagee shall, within sixty (60) days after notice of such Tenant non-monetary default, notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises or to foreclose the Permitted Institutional Mortgage or otherwise to obtain ownership of Tenant's interest in this Lease. Such notice from the Permitted Institutional Mortgagee shall be accompanied by an instrument in writing wherein such Permitted Institutional Mortgagee agrees that:

(A) during the period that such Permitted Mortgagee shall be in possession of the Premises and so long as it remains in possession and/or during the pendency of any such foreclosure or other proceedings and until the interest of Tenant in this Lease shall terminate or such proceeding shall be discontinued, it will pay or cause to be paid to Landlord all sums from time to time becoming due hereunder during such period; and

(B) if delivery of possession of the Premises shall be made to such Permitted Institutional Mortgagee, whether voluntarily or pursuant to any foreclosure or other

proceedings or otherwise, such Permitted Institutional Mortgagee shall, promptly following such delivery of possession, perform all the covenants and agreements thereafter arising and herein contained on Tenant's part to be performed (including, but not limited to the payment of Rent and Additional Rent) except such covenants and agreements which cannot with the exercise of due diligence be performed by such Permitted Institutional Mortgagee. Nothing in this sub clause (B) shall be construed to require such Permitted Institutional Mortgagee to perform any of the Tenant's obligations hereunder accruing after such Permitted Institutional Mortgagee ceases to be in possession.

(d) Additional Rights of Permitted Institutional Mortgagee and Landlord's Covenants. In addition to the matters set forth above, the Landlord agrees, for so long as a Permitted Institutional Mortgage is outstanding, as follows:

(i) Notwithstanding anything to the contrary contained in this Lease, in the event that the Landlord would otherwise have the right to terminate this Lease by reason of any Event of Default by Tenant or Discontinued Operations under Section 9.2 which cannot be cured by a Permitted Institutional Mortgagee, e.g., an Event of Default under Section 15.1(e), or if a Permitted Institutional Mortgagee, its successors or assigns shall acquire Tenant's interest in this Lease, the Landlord will enter into an amendment or other agreement naming the Permitted Institutional Mortgagee or its nominee as Tenant hereunder for the remainder of the Term effective as of the date of such termination, upon the same terms, provisions, covenants, and agreements as herein contained, provided the Permitted Institutional Mortgagee or its nominee shall make written request upon the Landlord for such amendment or other agreement within sixty (60) days after the later of (a) the date of such termination or acquisition, or (b) date of receipt of notice of the termination;

(ii) If this Lease is rejected or disaffirmed by the Landlord or Tenant pursuant to any bankruptcy, insolvency, reorganization, moratorium or similar law, the Landlord shall offer the Permitted Institutional Mortgagee a new lease upon the same terms and conditions within ten (10) days after the date of such rejection; and

(iii) The fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct notwithstanding the acquisition of said fee title by the Landlord, Tenant, or any third party by purchase or otherwise.

14.4 No Subordination of Fee. At no time shall Landlord's fee interest in the Lease be subject to and subordinated in any manner to the interest of any mortgagee or lienholder.

14.5 Fee Mortgage. Landlord hereby covenants and agrees that during the Term of this Lease, Landlord shall not have the right or power to sell or mortgage or otherwise create, or suffer the creation, any security or other liens or encumbrances upon or affecting the fee interest in the Premises, or buildings, improvements, fixtures, equipment or other property thereon, or any part thereof, and except as otherwise expressly provided above, Landlord shall not have the right or power to mortgage or to modify, extend, renew, replace, refinance or otherwise change or affect any mortgage at any time or from time to time created by Tenant pursuant to this Lease, without the prior written approval of the Tenant and Tenant's Permitted Mortgagees.

ARTICLE 15 – DEFAULT AND TERMINATION

15.1 Events of Default. Each of the following events shall be deemed an “Event of Default” hereunder:

(a) if Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease, and such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant;

(b) if Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder, and such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant;

(c) if Tenant shall fail to perform or comply with any of the other terms, covenants or conditions in this Lease and such failure shall continue for a period of forty-five (45) days after written notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such forty-five (45) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such forty-five (45) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days);

(d) if Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant’s leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

(e) the issuance of any execution or attachment against Tenant or the Premises pursuant to which the Premises shall be taken or occupied, provided that Tenant is first provided an opportunity to cure the same within sixty (60) days or such longer cure period agreed upon by the parties.

15.2 Remedies. Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least sixty (60) days after the giving of such notice if the Event of Default is a monetary default and which shall be at least ninety (90) days for the non-monetary defaults, subject to the rights for notice and cure for any Permitted Institutional Mortgagee provided for in Section 14.2 © herein.. Upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided and all Improvements shall become the property of Landlord without the necessity of any deed or conveyance from Tenant to Landlord. Tenant agrees upon request of Landlord to immediately

execute and deliver to Landlord any deeds, releases or other documents deemed necessary by Landlord to evidence the vesting in Landlord of the ownership of all Improvements. Upon such termination, Landlord may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

15.3 Landlord's Right To Perform Tenant's Covenants. (a) Upon an Event of Default, Landlord may, but shall be under no obligation to, take any and all actions to cure such default. Landlord may enter upon the Premises (after twenty (20) days' written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

(b) Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby. Landlord shall use reasonable efforts to minimize interference with the use of the Premises for the Permitted Uses.

(c) All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by Landlord of such cost and expense until the date paid in full, shall be paid by Tenant to Landlord as Additional Rent on demand. If Landlord shall exercise its rights under Section 15.3(a) to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to Landlord upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

15.4 No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Landlord or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by Landlord or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15.5 Injunctive Relief. In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

15.6 Remedies Cumulative. Each right and remedy provided for in this Lease shall be

cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 16 – SURRENDER; HOLD-OVER

16.1 Surrender. (a) Tenant shall on the last day of the Term, or upon any earlier termination of this Lease quit and peacefully surrender and deliver up the Premises, including the Improvements (if Tenant elects not to remove the same), to the possession and use of Landlord without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a Taking or from a fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant, all as provided under this Lease). The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing the day before the Commencement Date, those permitted under this Lease (excluding any lien evidencing or securing any monetary obligation), or created or suffered by Landlord and shall be surrendered without any payment by Landlord on account of the Improvements (if Tenant elects not to remove the same). Upon or at any time after the expiration or earlier termination of this Lease, Landlord shall have, hold and enjoy the Premises and the right to receive all income from the same.

(b) Tenant shall remove from the Premises all of Tenant's personal property within thirty (30) days after the termination of this Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless Landlord permits such property to remain. Tenant shall, at its expense, repair any and all damage to the Premises resulting from or caused by the removal of such property.

16.2 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this Section 16.2 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

16.3 Survival. The provisions of Article 16 shall survive the expiration or sooner termination of this Lease.

ARTICLE 17 – ESTOPPEL CERTIFICATES

Landlord and Tenant promptly shall execute and deliver to each other or to any Permitted Institutional Mortgagee, within thirty (30) days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. Any such certificate may be relied upon by Landlord, Tenant, any Permitted Institutional Mortgagee, and any transferee or assignee of a Permitted Institutional Mortgagee.

ARTICLE 18 – NONDISCRIMINATION COVENANTS

18.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, Tenant agrees that neither Tenant nor its successors in interest, sublessees, licensees, operators, and assigns shall discriminate against any person, employee, or applicant for employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in Tenant's use of the Premises, including the hiring and discharging of employees, the provision or use of services, the selection of suppliers and contractors, and the selection of Qualified Households for the Units.

18.2 Non-Compliance. Tenant shall defend, indemnify and hold Landlord Parties harmless from and against any and all Claims of third persons resulting from Tenant's non-compliance with any of the provisions of this Article 18. The provisions of this Section 18.2 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19 – MISCELLANEOUS

19.1 Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by Landlord and Tenant, which amendments shall be approved in writing by the Permitted Leasehold Mortgagees.

19.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Mr. Andrew P. Burnes, President
HallKeen Management, Inc.
1400 Providence Highway
Norwood, MA 02062

with a copy to: Marc Cumsky, Esq.
Cumsky & Levin LLP
6 University Road
Cambridge, MA 02138

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord addressed to:

Town of Nantucket
Town & County Building
16 Broad Street
Nantucket, MA 02554
Attn: Town Manager

with a copy to: Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110

or to such other address as Landlord may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

19.3 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19.4 Quiet Enjoyment. Tenant, upon paying the Rent, Additional Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and matters of record. The foregoing shall not create any liability on the part of Landlord for any defects in or encumbrances on Landlord's title existing as of the date hereof.

19.5 Integration. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.

19.6 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

19.7 Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a (short form) Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Registry, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said

Registry.

19.8 Enforcement of Landlord's Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, Landlord's liability under this Lease shall be enforceable only out of Landlord's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, Landlord, nor shall there be any personal liability on the part of Landlord or any board, officer, employee or agent of Landlord, with respect to any obligations to be performed hereunder. In no event shall Landlord or Tenant be liable to the other for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease.

19.9 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that Landlord may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless Landlord executes and records an instrument affirmatively electing otherwise.

19.10 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

19.11 Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

19.12 Time of the Essence. Time shall be of the essence hereof.

19.13 No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

19.14 Tenant Request for Consent. Tenant shall reimburse Landlord for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for Landlord's consent hereunder.

19.15 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

19.16 Brokers. Landlord and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefor.

19.17 Covenants Running with the Land. Landlord and Tenant intend, declare, and covenant, on behalf of themselves and all future holders of Landlord's or Tenant's interest hereunder, as the case may be, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this Lease, binding upon the parties and their successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to Landlord and Tenant.

Exhibits:

Exhibit A: Plan of Property

Exhibit B: Description of Property

Exhibit C: Restriction

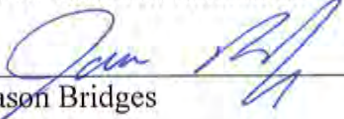
Exhibit D: List of Permitted Institutional Mortgagees

Exhibit E: Scope of Rehabilitation Work

[Signature page follows]

EXECUTED as of the date first set forth above.

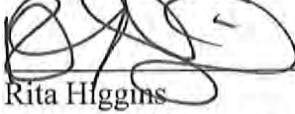
LANDLORD:
TOWN OF NANTUCKET
By its Board of Selectmen



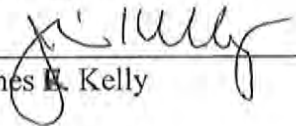
Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee



Rita Higgins



James E. Kelly

TENANT:
ACADEMY HILL ASSOCIATES LIMITED
PARTNERSHIP

By: HK Academy Hill LLC, its general partner

By: HKM Holdings 2017 LLC, its manager

By: _____
Name: Andrew P. Burnes
Title: Manager

622826NANT19713/0052

EXECUTED as of the date first set forth above.

LANDLORD:
TOWN OF NANTUCKET
By its Board of Selectmen

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

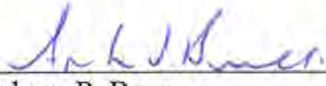
Rita Higgins

James E. Kelly

TENANT:
ACADEMY HILL ASSOCIATES LIMITED
PARTNERSHIP

By: HK Academy Hill LLC, its general partner

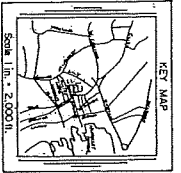
By: HKM Holdings 2017 LLC, its manager

By: 
Name: Andrew P. Burnes
Title: Manager

607248NANT19713/0050

EXHIBIT A

Plan of Property



Scale 1 in. = 2000 ft.
2000
Special Academy in District

LEGEND

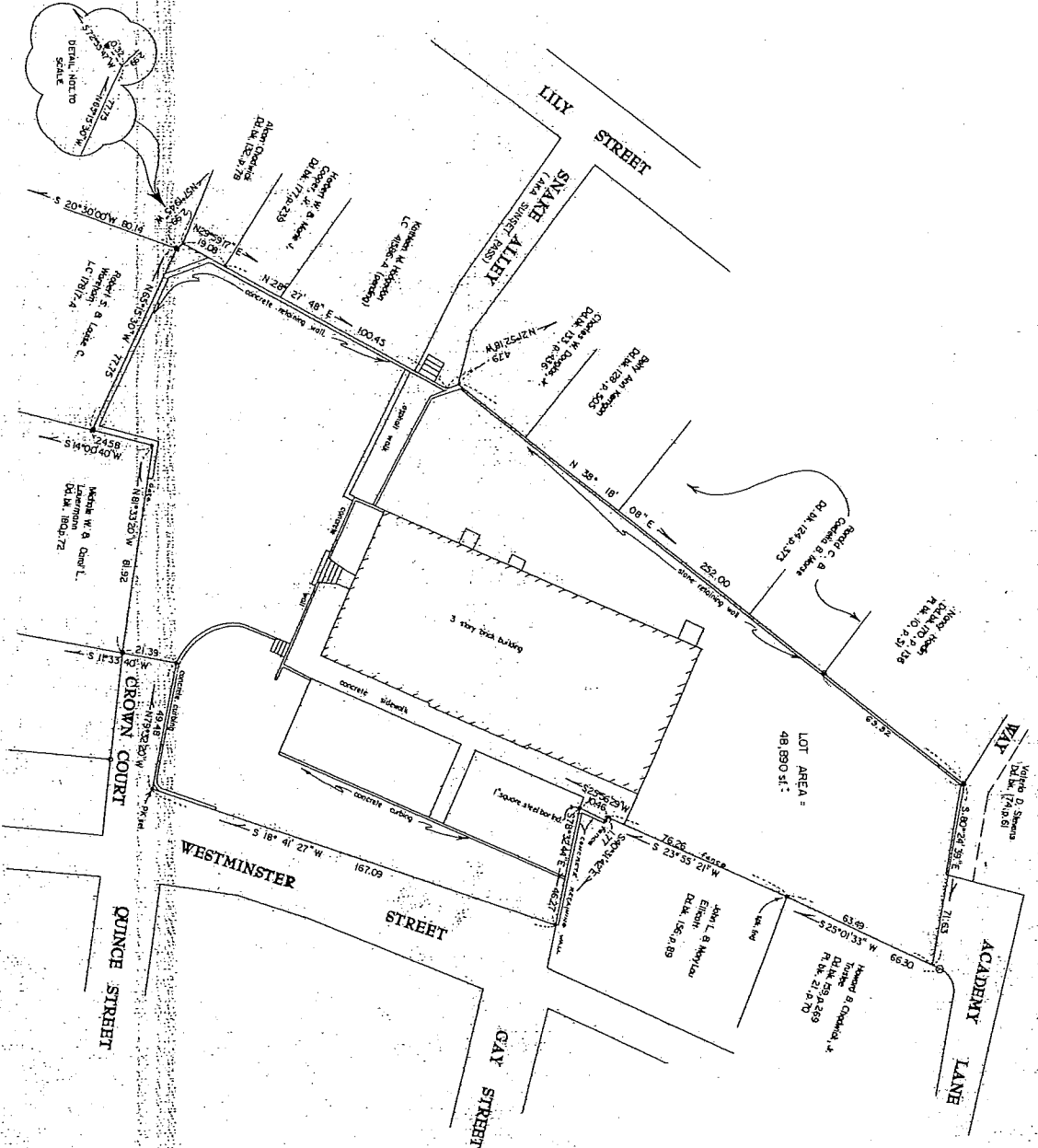
- Denotes non pipe found. (1 p.)
- Denotes survey marked land (S.M.)
- Denotes concrete board found (C.B.)

Approved under the Subdivision Control Law
NOT REQUIRED FOR: OWNER
NANTUCKET PLANNING BOARD
Date: 3/27/85 File # 3817 P

I certify that the preparation of this plan is in accordance with the laws of the Commonwealth of Massachusetts and that the same were adopted June 19, 1975.
Date: 3-27-85
Registered Land Surveyor



JUL 9 1985
NANTUCKET PLANNING BOARD
NANTUCKET, MASSACHUSETTS
OFFICE OF THE TOWN ENGINEER
NANTUCKET, MASSACHUSETTS



PLAN OF LAND IN
NANTUCKET ISLAND, MASS.
AS PREPARED FOR
HOUSING ASSOCIATES
806 Massachusetts Avenue, Cambridge, Massachusetts
Scale 1 in. = 20 ft.
JULY 9, 1985
HART, BLACKWELL & ASSOCIATES, INC.
3 Sports Avenue, Nantucket Island, Mass. 02554
PROPERTY OWNED BY THE TOWN OF NANTUCKET

EXHIBIT B

Description of Property

The land, together with the buildings thereon situated in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, and being numbered 4 Westminster Street, bounded and described as follows:

Beginning at a point which is on the northerly side of Crown Court and then going

NORTHWESTERLY	eighty and 63/100 (80.63) feet;
SOUTHWESTERLY	twenty-two and 80/100 (22.8058) feet;
SOUTHWESTERLY	By the land of Michale W. and Carol L. Lauerman, twenty-four and 58/100 (24.58) feet;
NORTHWESTERLY	By the land of Robert S. and Louise C. Wareham, seventy-seven and 75/100 (77.75) feet;
NORTHWESTERLY	By the land of Alcon Chadwick, two and 99/100 (2.99) feet;
NORTHEASTERLY	By the land of Alcon Chadwick, nineteen and 8/100 (19.08) feet;
NORTHEASTERLY	By the land of Herbert W. and Marie J. Cooper III, Kathleen M. Hodgson and Snake Alley (a/k/a Sunset Pass), one hundred and 45/100 (100.45) feet;
NORTHWESTERLY	By Snake Alley (a/k/a Sunset Pass), four and 79/100 (4.79) feet;
NORTHEASTERLY	By the land of Charles W. Douglas, Jr., Betty Ann Kerrigan, Ronald C. and Cordelia B. Morse and Nancy Hardin, two hundred and fifty-two and 00/100 (252.00) feet;
SOUTHEASTERLY	By a private way and by Academy Lane, seventy-one and 63/100 (71.63) feet;
SOUTHWESTERLY	By the land of Howard B. Chadwick, Jr., Trustee, sixty-three and 49/100 (63.49) feet;
SOUTHWESTERLY	By the land of John L. and Mary Lou Ellicott, seventy-six and 26/100 (76.26) feet;
SOUTHEASTERLY	By the land of said Ellicotts', one and 77/100 (1.77) feet;
SOUTHWESTERLY	By the land of said Ellicotts', ten and 46/100 (10.46) feet;
SOUTHEASTERLY	By the land of said Ellicotts', forty-six and 27/100 (46.27) feet;
SOUTHWESTERLY	By Westminster Street, one hundred sixty-seven and 09/100 (167.09) feet; and
NORTHWESTERLY	By Crown court, forty-nine and 48/100 (49.48) feet to the point of beginning.

All as shown on a "Plan of Land in Nantucket Island, Mass" dated November 18,1991, As prepared for the Town of Nantucket, by Hart-Blackwell and Associates, Inc., 6 Youngs Way, Nantucket Island, Mass., recorded with Nantucket Registry of Deeds as Plan File 41-B, containing according to said plan 47,100 square feet +/-.

EXHIBIT C

Restriction



2018 00001266

Bk: 1644 Pg: 81 Page: 1 of 8
Doc: AGR 05/02/2018 03:22 PM

Development: Academy Hill School
MassHousing No. 84-022
Execution Version

----- Above Space is Reserved for Recording Information -----

DISPOSITION AGREEMENT

This DISPOSITION AGREEMENT (this "Agreement") is entered into as of April 30, 2018, by and between MASSACHUSETTS HOUSING FINANCE AGENCY, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, having an address of One Beacon Street, Boston, Massachusetts 02108 ("MassHousing"), and **Academy Hill Associates Limited Partnership**, a Massachusetts limited partnership, having an address of c/o HallKeen Management, Inc. 1400 Providence Highway, Suite 1000, Norwood, MA 02062, Massachusetts (the "Owner").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MassHousing and Owner agree as follows:

ARTICLE I DEFINITIONS

1.1 As used herein the following terms shall have the meanings ascribed to them below:

- (a) "Annual Income" - a family's or person's gross annual income less such reasonable allowances for dependents (other than spouse) and for medical expenses as MassHousing determines.
- (b) "Annual Income Limit" - Subject to the requirements of the Enabling Act or other applicable law, eighty percent (80%) of the Median Gross Income for the Area.

- (c) "Enabling Act" - chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended.
- (d) "Family" - two or more persons who occupy the same dwelling or unit.
- (e) "Low-Income Persons or Families" - those persons and families whose Annual Income is equal to or less than the Annual Income Limit.
- (f) "Median Gross Income for the Area" - the median income for any household of a given size, in the Primary Metropolitan Statistical Area in which the Development is located, as most recently determined by the United States Department of Housing and Urban Development ("HUD") under Section 8 of the United States Housing Act of 1937, as amended ("Section 8"), or, if programs under Section 8 are terminated, the median income determined under the method used by HUD prior to the termination of such programs.
- (g) "Mortgage" - collectively, (i) the Amended and Restated First Leasehold Mortgage, Security Agreement, Financing Statement (Fixture Filing) and Conditional Assignment of Leases and Rents of even date herewith from Owner to MassHousing, recorded and/or filed in the Nantucket County Registry of Deeds (the "Registry") concurrently herewith, including all amendments and modifications thereto, and (ii) the Subordinate Leasehold Mortgage, Security Agreement, Financing Statement (Fixture Filing) and Conditional Assignment of Leases and Rents of even date herewith from Owner to MassHousing, recorded and/or filed in the Registry concurrently herewith, including all amendments and modifications thereto.
- (h) "Mortgage Note" - collectively, (i) the New Co-First Mortgage Note in the original principal amount of One Million Five Hundred Twenty-Eight Thousand and 00/100 Dollars (\$1,528,000.00) of even date herewith from Owner to MassHousing, (ii) the Amended and Restated Co-First Note in the original principal amount of One Million Two Hundred Four Thousand Eight Hundred Four and 00/100 Dollars (\$1,204,804) and (iii) the Subordinate Note in the original principal amount of Six Million Eight Hundred Sixty-Eight Thousand Five Hundred Forty-Nine and 00/100 Dollars (\$6,868,549) of even date herewith from Owner to MassHousing for which the Mortgage was given as security, including all amendments and substitute notes thereto.
- (i) "Property," "Land," or "Development" - the parcel(s) of land, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, known as Academy Hill School, located at 4 Westminster Street, Nantucket, Massachusetts, together with the improvements thereon, comprising a 27-unit rental residential housing facility.

ARTICLE II
RESTRICTIONS ON USE OF THE PROJECT

2.1 For the term of this Agreement, hereinafter defined, Owner covenants and agrees, for itself and any successors and assigns, that it shall provide that not less than forty-four percent (44%) of the total rental units (i.e., twelve (12) units) within the Development be rented at all times to Low-Income Persons or Families at rentals, including the provision of heat, electricity and hot water, set on the basis of the use by Low-Income Persons or Families of not more than thirty percent (30%) of the Annual Income Limit for the unit rents by Low-Income Persons or Families or such greater portion of such persons' or families' Annual Income as required by laws, regulations, or guidelines applicable to any affordable housing program of an agency of the United States government, or the Commonwealth or any agency thereof, used or to be used in connection with the Development.

2.2. Owner has adopted and implemented (or as of the date of the execution hereof, shall adopt and implement) (i) an affirmative fair marketing plan for all rental units, and (ii) a tenant selection plan for the units to be rented to Low-Income Persons or Families, in both cases consistent with any standards and guidelines adopted by MassHousing as then in effect and all applicable laws. Both the affirmative fair marketing and tenant selection plans shall be subject to review by MassHousing at MassHousing's request from time to time during the term of this Agreement.

ARTICLE III ENFORCEABILITY

3.1 The covenants set forth in this Agreement shall run with the Land; be binding upon Owner and any successors and assigns to the fullest extent permitted by law; be for the exclusive benefit of MassHousing; be enforceable solely by MassHousing and its successors and assigns, in either law or equity; and survive the foreclosure of the Mortgage and be binding upon and enforceable against any purchaser at a foreclosure sale.

ARTICLE IV OTHER INSTRUMENTS AND OTHER RESTRICTIONS

4.1 Owner, for itself and its successors and assigns, agrees to execute and deliver to MassHousing, in form suitable for recording, any document that MassHousing requires to further ensure the enforceability of the terms and provisions of this Agreement.

4.2 Nothing contained herein shall relieve the Owner or any successor thereto from the provisions of any other agreement between the Owner and MassHousing or any obligations that the Owner may have under other contracts, loan or subsidy programs to which it is subject.

ARTICLE V WAIVER AND RELEASE

5.1 MassHousing and its successors and assigns, as sole beneficiary of this Agreement, may release Owner from its obligations under this Agreement, at any time, if MassHousing determines that such release will preserve affordable housing that would otherwise be converted to market rate housing, or if MassHousing otherwise finds that such release will further the specific purposes of the Enabling Act.

ARTICLE VI
TERM

6.1 The terms and provisions of this Agreement shall remain in full force and effect until the later to occur of: (i) fifteen (15) years from the date hereof; or (ii) so long as any obligation under the Mortgage shall remain unpaid.

ARTICLE VII
SEVERABILITY

7.1 The provisions of this Agreement are severable, and if any of its provisions shall be declared invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

ARTICLE VIII
LIMITED LIABILITY

8.1 This Agreement incorporates by reference the limited recourse provisions contained in the Mortgage.

ARTICLE IX
MISCELLANEOUS

9.1 This Agreement, together with the provisions of the other Contract Documents (as defined in the Mortgage) incorporated herein by reference, represents the entire agreement between the parties with respect to the matters described herein, and may be amended only by an instrument in writing signed by each party affected thereby. This Agreement is delivered and made in, and its construction and performance shall be governed by and enforced in accordance with, the laws of The Commonwealth of Massachusetts. This Agreement is binding upon Owner and its successors and assigns, and shall inure to the benefit of MassHousing, its successors and assigns. This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one and the same instrument, and it shall be sufficient if any party hereto signs such counterpart, so long as each of the parties hereto executes at least one such counterpart.

[The remainder of this page is intentionally blank. Signature page follows.]

Academy Hill School: Disposition Agreement - Owner Signature Page & Notary

Executed as an instrument under seal as of the date set forth above.

OWNER:

ACADEMY HILL ASSOCIATES LIMITED
PARTNERSHIP

By: HK Academy Hill LLC, its General Partner

By: HKM Holdings 2017 LLC, its Manager

By: Andrew P. Burnes
Name: Andrew P. Burnes
Title: Manager

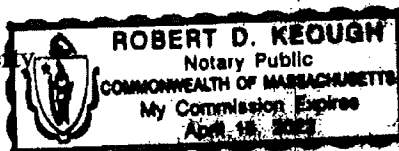
COMMONWEALTH OF MASSACHUSETTS

County of Norfolk, ss.

On this 18 day of April, 2018, before me, the undersigned notary public, Andrew P. Burnes personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or ☒ identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that that he signed it voluntarily for its stated purpose, as Manager of HKM Holdings 2017 LLC, acting in its capacity as the Manager for HK Academy Hill LLC, acting in its capacity as the general partner for Academy Hill Associates Limited Partnership as the voluntary act of such entity.

Robert D. Keough
Notary Public
My Commission Expires: April 15, 2021

Exhibit A - Legal Description of Property



Academy Hill School: Disposition Agreement - Agency Signature Page & Notary

AGENCY:

MASSACHUSETTS HOUSING FINANCE
AGENCY

By: _____

Name: Beth M. Elliott

Title: General Counsel

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 17th day of April, 2018, before me, the undersigned notary public, Beth M. Elliott personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [X] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as General Counsel of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, as the voluntary act of Massachusetts Housing Finance Agency.

Megan V. Phillips
Notary Public
My Commission Expires:



MEGAN V. PHILLIPS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 6, 2022

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land, together with the buildings thereon situated in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, and being numbered 4 Westminster Street, bounded and described as follows:

Beginning at a point which is on the northerly side of Crown Court and then going

NORTHWESTERLY	eighty and 63/100 (80.63) feet;
SOUTHWESTERLY	twenty-two and 80/100 (22.8058) feet;
SOUTHWESTERLY	By the land of Michale W. and Carol L. Lauerman, twenty-four and 58/100 (24.58) feet;
NORTHWESTERLY	By the land of Robert S. and Louise C. Wareham, seventy-seven and 75/100 (77.75) feet;
NORTHWESTERLY	By the land of Alcon Chadwick, two and 99/100 (2.99) feet;
NORTHEASTERLY	By the land of Alcon Chadwick, nineteen and 8/100 (19.08) feet;
NORTHEASTERLY	By the land of Herbert W. and Marie J. Cooper III, Kathleen M. Hodgson and Snake Alley (a/k/a Sunset Pass), one hundred and 45/100 (100.45) feet;
NORTHWESTERLY	By Snake Alley (a/k/a Sunset Pass), four and 79/100 (4.79) feet;
NORTHEASTERLY	By the land of Charles W. Douglas, Jr., Betty Ann Kerrigan, Ronald C. and Cordelia B. Morse and Nancy Hardin, two hundred and fifty-two and 00/100 (252.00) feet;
SOUTHEASTERLY	By a private way and by Academy Lane, seventy-one and 63/100 (71.63) feet;
SOUTHWESTERLY	By the land of Howard B. Chadwick, Jr., Trustee, sixty-three and 49/100 (63.49) feet;
SOUTHWESTERLY	By the land of John L. and Mary Lou Ellicott, seventy-six and 26/100 (76.26) feet;
SOUTHEASTERLY	By the land of said Ellicotts', one and 77/100 (1.77) feet;
SOUTHWESTERLY	By the land of said Ellicotts', ten and 46/100 (10.46) feet;
SOUTHEASTERLY	By the land of said Ellicotts', forty-six and 27/100 (46.27) feet;
SOUTHWESTERLY	By Westminster Street, one hundred sixty-seven and 09/100 (167.09) feet; and
NORTHWESTERLY	By Crown court, forty-nine and 48/100 (49.48) feet to the point of beginning.

All as shown on a "Plan of Land in Nantucket Island, Mass" dated November 18, 1991, As prepared for the Town of Nantucket, by Hart-Blackwell and Associates, Inc., 6 Youngs Way, Nantucket Island, Mass., recorded with Nantucket Registry of Deeds as Plan File 41-B, containing according to said plan 47,100 square feet +/-.

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

EXHIBIT D

List of Permitted Institutional Mortgagees

1. The Massachusetts Housing Finance Agency
One Beacon Street
Boston, Massachusetts 02108

EXHIBIT E
Scope of Rehabilitation Work

Academy Hill Apartments Construction Scope

Exterior Scope & Building Systems

- Masonry repairs (building maintenance, in-like and kind)
- Replace Interior Storms with Exterior Storm Windows (approved by HDC)
- Pediment Repair/Painting (building maintenance, in-like and kind)
- Dentil and Trim Repair/Painting (building maintenance, in-like and kind)
- Replace Copper Gutters (in-like and kind)
- Boiler Conversion (oil to LP)
- Replace Central Fire Alarm System & Devices

Accessibility Compliance

- ADA Common Kitchen
- Various common area ADA upgrades (door hardware/mailboxes/t-stat)
- Alter one unit to become Audio/Visual Impaired (at turnover)
- Unit 202 to become an ADA unit
- Correct nosing and handrails on common stairs
- Exterior stairs to be ADA compliant (to be submitted to HDC)
- Seal ADA parking area & restripe (to be submitted to HDC)
- Drive and sidewalk repairs (to be submitted to HDC)
- ADA signage (to be submitted to Nantucket Sign Committee)

Other Work

- Reestablish seashell walks (maintenance, in-like and kind)
- Repaint wood signs (maintenance, in-like and kind)
- Add handrail at exterior basement stair (to be submitted to HDC)
- Repair chain-link fence at rear boundary (maintenance, in like and kind)
- Cosmetic elevator repairs
- Parking area improvements (maintenance, in-like and kind)

CPC Funded Repairs

- Window Restoration (\$250,600 approved for FY18, seeking FY19 funding)
- Medallion Restoration (seeking FY19 funding) (in-like and kind/to be submitted to HDC)

Management Agreement
Control Panel

Property Name:

Property Address:

MassHousing No.: Management Fee %:

HUD FHA No.: Number of Units:

Owner Information

Owner:

Owner Address:

Owner Name:

Owner Title:

Agent Information

Agent:

Agent Address:

Agent Name:

Agent Title:

Operating Account:

Security Deposit Account:

Bidding

Prior to making expenditures in excess of \$:

Owner Approval for Expenditures

Prior to making expenditures in excess of \$:

MassHousing Approval for Expenditures

Prior to making expenditures in excess of \$:

Management Agreement Effective Date

Day: Month: (Name) Year:

Click below to continue to Attachment I

[Go to Attachment I](#)

- ☐ Standard
Signature Page
- ☒ Alternate
Signature Page

Note: Alternate Signature Page
allows the user to manually enter
information.



MANAGEMENT AGREEMENT

Property: Academy Hill School

MassHousing No.: 84-022

HUD FHA No.:

1. Parties

This Management Agreement (this "Agreement") is made effective as of the _____ day of _____ 2018 by and between Academy Hill Associates Limited Partnership (the "Owner"), having an address at 1400 Providence Highway, Suite 1000, Norwood, MA 02062 and HallKeen Management, Inc. (the "Agent"), having an address at 1400 Providence Highway, Suite 1000, Norwood, MA 02062.

2. Property

The property subject to this Agreement (the "Property") is a multi-family rental development consisting of 27 apartments, known as Academy Hill School and is located at 4 Westminister Street, Nantucket, MA 02554.

3. Appointment and Acceptance

The Owner appoints the Agent as the exclusive management agent for the management of the Property, and the Agent accepts the appointment subject to the terms and conditions of this Agreement. The relationship of the Owner and the Agent shall be that of principal and agent, and all of the duties to be performed by the Agent under this Agreement shall be for and on behalf of the Owner, in the Owner's name and on the Owner's account. The Agent will act in a fiduciary capacity with respect to the Property and the Owner's other assets.

4. Financing and Subsidy

4.1 Financing. The Property is financed by the Massachusetts Housing Finance Agency ("MassHousing"), and the Owner and MassHousing have executed a mortgage, mortgage note, a Regulatory Agreement, a Residential Compliance Agreement and/or a Disposition Agreement and other contract documents in connection with the financing (collectively, the "MassHousing Documents"). The Agent agrees that the provisions of this Agreement are subject to the MassHousing Documents and agrees to comply with all applicable provisions of the MassHousing Documents. Nothing contained in this Agreement shall in any way be construed as adding to or detracting from the rights of MassHousing or the Owner as set forth in the MassHousing Documents.

- 4.2 Subsidy. The subsidy and/or loan programs applicable to the Property are denoted with a checkmark on Attachment I. In the performance of the services under this Agreement, the Agent agrees to comply with the applicable subsidy, regulatory, and/or loan program requirements (the "Applicable Program Requirements"). The Owner shall provide the Agent with a copy of all rental assistance or loan documents applicable to the Property. In addition to MassHousing financing, the Property includes funding from the programs identified in Attachment I of this Agreement.

5. Term of Agreement

The term of this Agreement shall be for an initial period of twelve (12) months from the effective date as identified in Section 1 of this Agreement and shall be automatically renewed in twelve (12) month increments, unless terminated pursuant to Section 6 of this Agreement.

6. Termination of Agreement

6.1. General Provisions

- (a) The Owner and the Agent may terminate this Agreement by mutual consent upon thirty (30) days written notice to MassHousing.
- (b) Either the Owner or the Agent may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party and MassHousing.
- (c) Either the Owner or the Agent may terminate this Agreement immediately upon written notice to the other party and to MassHousing, in the event of a filing by either party of a petition in bankruptcy, an assignment for the benefit of creditors or proceedings under an insolvency act.
- (d) This Agreement shall be terminated automatically and immediately upon destruction, condemnation, sale, exchange, or other disposition (excluding any mortgage or refinancing) of the Project by the Owner.

- 6.2. Lender Termination. MassHousing may terminate this Agreement by written notice to the Owner and the Agent (a) upon the occurrence of an Event of a Default under the MassHousing Documents, such termination to be effective ten (10) days from the Agent's receipt of such termination notice; or (b) for good cause. The Owner and the Agent agree that good cause shall include, without limitation, occurrence of any of the following events: (1) the Agent has failed, after ninety (90) days' notice from the Owner or MassHousing, to use its reasonable best efforts to rent the Affordable Units to Low-Income Persons and Families (as set forth in the MassHousing Documents) under the Tenant Selection Plan; (2) the Property is not maintained in a decent, safe and sanitary condition; or (3) MassHousing makes a determination that the Agent has committed fraud, engaged in willful misconduct, acted with gross negligence, or that an emergency

exists requiring Agent's immediate termination. Under clause (1) above, termination of this Agreement shall be effective thirty (30) days from the Agent's receipt of MassHousing's termination notice; under clause (2) or (3) above, termination of this Agreement shall be effective ten (10) days from the Agent's receipt of MassHousing's termination notice.

- 6.3. Continued Management. Upon termination of Agent pursuant to Sections 6.1 and 6.2 above, the Owner shall make arrangements satisfactory to MassHousing for the continued management of the Property, which may include, retaining the services of the Agent for a period not to exceed an additional thirty (30) days from the effective date of the Agent's termination. The Owner shall diligently proceed to enter into an agreement for the management of the Property with a new agent, who shall in all cases be subject to the approval of MassHousing. In the event that this Agreement is terminated and the Owner fails to enter into a management agreement with a new agent satisfactory to MassHousing, or if this Agreement is terminated pursuant to Section 6.2 above, MassHousing shall have the right to designate a new agent to manage the Property.
- 6.4. Transfer of Records, Keys, Other Items and Funds. Upon termination of this Agreement, the Agent shall immediately transfer all books and records, keys to the Property, financial statements, rents, deposits and all other funds pertaining to the Property to the Owner or, if directed by the Owner, to the Owner's designee. In addition, the Agent shall also immediately transfer all computers, tablets and other electronic devices that had been supplied by the Owner for the Agent's use under this Agreement. After the Owner and the Agent have accounted to each other for compensation, property funds, and all other matters outstanding as of the date of termination, the Owner shall furnish the Agent with security against obligations or liabilities properly incurred by the Agent on behalf of the Owner.

7. Agent's Compensation

In consideration of the services performed pursuant to this Agreement, the Owner shall compensate the Agent by providing an annual fee equal to but not exceeding 4% of Total Effective Income (as set forth in Line 17 of the MassHousing F.C.-1 form or successor document). The management fee shall be paid by the Owner to the Agent in monthly installments, not later than the fifteenth (15) day of the following month, unless otherwise agreed to by the Owner and the Agent.

8. Financial Responsibilities of Agent

- 8.1 Collection and Deposit of Rents. The Agent will collect when due all rents, security deposits, charges and fees (the "rent receipts") from each resident. The Agent shall promptly deposit the rent receipts, except for security deposits, in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation or other such federal or state agency. This account, to be

administered by the Agent, shall be in the Owner's name, as the property of the Owner, and designated of record as the Academy Hill Cooperative operating account (the "Operating Account").

- 8.2 Collection and Deposit of Security Deposits. All security deposits received by the Agent shall be promptly deposited in an interest bearing account, separate from all other accounts and funds, within the Commonwealth of Massachusetts, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation or other such federal or state agency. This account will be carried in the Agent's name and designated as the Academy Hill Cooperative security deposit account (the "Security Deposit Account"), from which the Agent will disburse funds in accordance with Massachusetts law (M.G.L.c.186, Section 15B) and the resident's occupancy agreement.
- 8.3 Allowable Disbursements. The Agent shall make the following disbursements from the Operating Account when these are due and payable:
- (a) To the Agent for compensation for its services as provided in Section 7 above and as reimbursement for all wages, taxes, benefits, assessments and other compensation for front-line employees permitted by this Agreement;
 - (b) To MassHousing for any payments owed for principal, interest, mortgage insurance premiums, servicing fees, and for escrows required under the MassHousing Contract Documents;
 - (c) To other payees for reasonable, recurring and authorized operating expenses customary to management and operation of the property; and
 - (d) To other payees for expenses not previously authorized, but only after receipt of written authorization by the Owner.
- 8.4 Insufficient Funds. In the event that the balance in the Operating Account is at any time insufficient to pay the disbursements that are due and payable, the Agent shall, within thirty (30) days of such insufficiency, inform the Owner, and the Owner shall remit to the Agent sufficient funds to cover the deficiency. In no event shall the Agent be required to use its funds to pay for the disbursements listed in Section 8.3 above.
- 9. Budget, Auditing and Reporting Requirements**
- 9.1 Record Keeping. The Agent shall establish, maintain and make available for inspection, the Property's financial records, accounts and books in accordance with the Owner, HUD and/or MassHousing administrative requirements and in a condition that will facilitate audit. All financial statements and reports should be prepared on an accrual basis in conformity with generally accepted accounting principles.
- 9.2 Operating Budget. The Agent shall prepare an annual operating budget (the "Operating Budget") and supporting information which, after approval by the Owner, shall be

submitted to MassHousing at least sixty (60) days prior to the commencement of the calendar or fiscal year. The Agent shall use best efforts to cause the income and expenses to conform to the Operating Budget and shall promptly inform the Owner of any anticipated material deviations from the Operating Budget.

9.3 Annual Financial Report. The Owner shall provide MassHousing an annual financial report for the Property within ninety (90) days after the end of the fiscal year or as otherwise specified in writing by MassHousing (the "Audit Report"). The Audit Report shall (i) be based upon an examination of the books and records by a Certified Public Accountant licensed in Massachusetts; (ii) contain an itemized statement of all income and expenditures; (iii) be prepared in conformity with Generally Accepted Accounting Principles and in accordance with the requirements of HUD and/or MassHousing; and (iv) be signed by the Owner or its duly authorized representative. The cost of preparing the Audit Report shall be paid from the Operating Account.

9.4 Monthly Reports. The Agent shall provide the following reports to the Owner by the 20th of each month and as requested by MassHousing:

- (a) Income Statement or Profit & Loss Statement with YTD variance report;
- (b) Explanation for material deviations from the Operating Budget;
- (c) Balance Sheet;
- (d) Statement of Receipts and Disbursements for the preceding month;
- (e) Schedule of Accounts Payable and Receivable;
- (f) Operating Account and Security Deposit Account statements with reconciliation;
- (g) Current Rent Roll and other occupancy information as requested; and
- (h) Tax Credit Compliance Certification, if applicable.

9.5 Reports to MassHousing. When requested by MassHousing, the Agent shall provide quarterly reports by the 20th of each month in January, April, July, and October, in the same format as reports regularly provided to the Owner as listed in Section 9.4 or such additional reports as may be required by MassHousing.

9.6 Reports to Other Entities. The Agent shall provide such reports as required by HUD, DHCD, a Local Housing Authority or any other governmental agencies as required.

10. Leasing Requirements

10.1 Selection of Tenants. The Agent agrees that the selection of tenants and the occupancy of the rental units in the Property shall be in accordance with MassHousing's Tenant

Selection Regulations and with a tenant selection plan that has been previously approved by MassHousing (the "Tenant Selection Plan"). The Agent shall ensure that the selection of residents is in conformance with applicable requirements and shall work with the Owner and MassHousing to ensure that any conflicting requirements are resolved.

- 10.2 Marketing Plan/Public Organizations. Agent agrees to market the rental units in accordance with a marketing plan previously approved by Owner, MassHousing, and other governmental agencies, if applicable. Agent agrees to cooperate with community groups and public service organizations in marketing the rental units.
- 10.3 Property Showings and Applications. Agent shall show the Property and process applications during normal business hours and at other times as may be required by Owner, MassHousing or other governmental agencies, if applicable.
- 10.4 Income Eligibility. Where applicable, Agent shall counsel all applicants regarding applicable requirements for the affordable units and prepare and verify income eligibility certifications. Agent shall compute rents and assistance payments, re-certify residents and carry out all responsibilities associated with the administration of the affordable units.
- 10.5 Occupancy Agreements. Agent shall prepare leases, renewals and extensions ("occupancy agreements"), and shall execute them as "Agent for the Owner." The form used for the affordable units shall be the MassHousing occupancy agreement. For market units and those administered by public housing authorities, the occupancy agreement shall be in a form agreed upon by the Owner and the Agent and include any applicable addenda as required or approved by MassHousing.
- 10.6 Rents. For market units, the Agent shall establish rents at a level sufficient to maximize rental income in accordance with MassHousing requirements. For affordable units, the Agent shall ascertain the appropriate rent for each unit in accordance with applicable requirements.
- 10.7 Enforcement of Occupancy Agreements. The Agent shall ensure compliance by tenants with the terms of the occupancy agreement in accordance with the remedies provided in the agreement or otherwise provided by law. The Agent is authorized to institute evictions or commence other lawful procedures to terminate a tenancy and to settle, compromise, release or reinstate such tenancies where appropriate, subject to applicable requirements and Massachusetts General Law. Agent is authorized to engage legal counsel in connection with any legal action related to a tenancy, provided such legal counsel is approved by Owner. Reasonable attorney's fees, costs, expenses and liabilities associated with actions involving the operation of the Property may be paid from the Operating Account, provided such fees shall not exceed the amount ordinarily and reasonably paid for such services, given the nature and scope of the matter.
- 10.8 Resident Services. If applicable, Agent shall establish and maintain a program for resident services acceptable to Owner.

- 10.9 Language Access Plan. In furtherance of Owner's obligation to take reasonable steps to ensure meaningful access to the Property's programs and services (including application for occupancy) by persons with Limited English Proficiency ("LEP"), Agent shall develop and maintain a Language Access Plan ("LAP") for the Property in accordance with HUD guidelines ("Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons" published at 72 FR 2732 (January 22, 2007)), as such guidance may be amended or superseded from time to time. Agent shall at all times comply with the LAP in connection with the leasing and occupancy of rental units and the delivery of related services, which shall include (i) following protocols for communications with LEP persons; (ii) providing adequate notice to LEP persons, (iii) providing necessary language assistance (oral interpretation or written translation) to LEP persons; and (iv) providing training and coordination to ensure that Agent's staff are able to carry out responsibilities under the LAP.
- 10.10 Non-Discrimination and Equal Opportunity. Agent and Owner agree to comply with all federal, state, and local requirements prohibiting discrimination and providing for equal opportunity in housing or employment on the grounds of race, color, age, sexual orientation, creed, religion, sex, disability or national origin, including the Federal Fair Housing Act, Title VI of the Civil Rights Act of 1964, Title VIII of the 1968 Civil Rights Act; The American with Disabilities Act, Chapter 151B of the Massachusetts General Laws, the Tenant Selection Plan and such other requirements of HUD and/or MassHousing providing for non-discrimination and equal opportunity in housing and employment.

11. Property Related Requirements

- 11.1 Maintenance and Repairs. Agent shall maintain the Property in decent, safe and sanitary condition and in compliance with all applicable laws, regulations and program requirements. Agent shall perform the following functions with respect to the Property:
- (a) Agent shall establish a management plan that will include maintenance policies and procedures, a preventive maintenance plan and schedule, protocols for day-to-day operations, hiring policies and applicable job descriptions, and all appropriate tenant related policies and procedures.
 - (b) Agent shall ensure that routine repairs and maintenance to the Property are completed by qualified employees. For extraordinary repairs beyond the capability of maintenance employees, Agent shall engage qualified contractors.
 - (c) Agent shall provide 24-hour emergency contact and maintenance capability to ensure that all emergencies are addressed promptly.
- 11.2 Capital Needs. Agent shall monitor the capital needs of the Property, obtain independent capital needs studies or update the capital plan at least once every five (5) years, and advise Owner of anticipated needs and potential sources of funding. After consultation

with Owner, MassHousing and/or HUD as necessary, Agent shall contract for and oversee capital improvements and arrange for payment either through the replacement reserve account or other financial sources in accordance with MassHousing and/or HUD requirements.

- 11.2.1 Construction Management Services. Agent shall in no event receive any additional or special compensation for the construction management services that are to be provided by Agent (which term, as used herein, shall include any in-house construction personnel of Agent) as part of the scope of services described in Section 11.2 (Capital Needs), including, by way of example but not limitation, Agent's supervision and management of capital improvements that are funded through the replacement reserve account or other financial sources available to owner in accordance with MassHousing and/or HUD requirements. If Agent, at Owner's request, agrees to undertake extraordinary construction management services outside the scope of services described in Section 11.2, the terms, conditions and compensation for such extraordinary services shall be set forth in a separate agreement (which may be a MassHousing Document), and shall not be governed by this Agreement.

11.3 Purchasing Requirements.

- 11.3.1 Bidding. Agent shall contract for materials, equipment, supplies, utilities, and other goods and services at prices and on terms advantageous to the property. Prior to making expenditures in excess of \$5,000 for goods and services that are available from more than one source, Agent shall, to the extent practicable, obtain three written bids.
- 11.3.2 Related Parties. Agent may contract for materials, equipment, supplies, utilities, and other services with a party, which has an identity of interest with Agent or Owner, at a price and on terms advantageous to the Property. If an identity-of-interest firm is used, the cost paid by the property should not exceed what it would cost to use non-identity-of interest firms. Agent shall maintain a record of the bidding process, which shall be provided to MassHousing upon request.
- 11.4 Owner Approval for Expenditures. Except for monthly or recurring charges and/or emergency expenditures to protect the Property or to maintain necessary services, Agent shall secure the prior approval of Owner for all contracts or expenditures in excess of \$5,000.
- 11.5 MassHousing Approval for Expenditures. Except for emergency expenditures to protect the Property or maintain necessary services, Agent shall secure the prior approval of MassHousing for expenditures intended for reimbursement from the replacement reserve account in excess of \$5,000 as identified in the MassHousing Replacement Reserve Guidelines.

- 11.6 Insurance. The Agent shall arrange for and maintain casualty, liability and such other insurance as is appropriate for the Property and required by the Owner or MassHousing. Each such policy of liability insurance shall insure the Agent as the Owner's real estate manager as stipulated under the Owner's commercial general liability insurance, and the Owner shall endeavor to obtain a provision that such insurance may not be cancelled or non-renewed without at least thirty (30) days' advance written notice to the Agent. The Agent shall investigate all accidents, claims, and potential claims, cooperate with the insurer in the investigation of these matters and provide the Owner and MassHousing with full reports and the claims and their resolution. MassHousing must be named as an Additional Insured on all policies and endorse any checks issued for a claim.

12. General Management Obligations

- 12.1 Standard of Performance. The Agent shall perform the management services described in this Agreement effectively and efficiently and in accordance with accepted practices and industry standards for the management of multi-family housing. Consistent with these standards, the Agent agrees to manage the Property in a manner that maximizes the Property's net operating income while making appropriate resources available to address the needs of the residents and maintain the Property's value.
- 12.2 Office. The Agent shall establish and maintain an office at the Property or make other arrangements acceptable to the Owner and MassHousing. The Agent shall comply with all additional requirements concerning the office as required by other governmental agencies.
- 12.3 Employees. In consultation with the Owner, the Agent, as employer, shall hire, supervise, pay, and if necessary, discharge employees for the purpose of managing and maintaining the Property with the standard of care required herein. The Owner and the Agent will determine number, qualifications and duties of personnel in accordance with the approved Operating Budget.
- 12.4 Compensation. Compensation of "front-line" employees, including wages, payroll taxes and fringe benefits, shall meet minimum wage requirements, adhere to the budget, be established and paid by the Agent and be reimbursed, as provided in Section 8.3(a) from the Operating Account, as defined in Section 8.1 of this Agreement. Reasonable expenses incurred for front-line management activities may be charged to the operating account. Front-line activities include: taking applications; screening, certifying, and recertifying tenants, maintaining the property; and accounting for property income and expenses. All other employees of the Agent and other overhead costs shall be paid for by Agent and may not be reimbursed from the Operating Account except as provided in Section 12.5.
- 12.5 Other Employees. In order to supplement the employees at the property, the Agent may use the services of the Agent's central office and supervisory staff, provided that the Agent shall be responsible for the compensation of the Agent's central office and supervisory staff from its own funds. All management overhead expenses (including, but not limited to, costs of regional, supervisory and human resources management,

bookkeeping, clerical and other personnel, office supplies and equipment, data processing services, postage, office rent, transportation for supervisory management personnel, telephone and central internet services) will be borne by the Agent out of its own funds and will not be treated as a project expense except for allocated project expenses as specified below.

In the event that the Agent provides bookkeeping and data processing services to the Project from a centralized location or facility, the Agent may be reimbursed for the prorated cost to the Property of the personnel providing such property-specific accounting and computer services, as well as the prorated cost on a per-unit basis for a centralized accounting system, including hardware, software and technical support. The cost to the Property for such services provided by the Agent may not exceed the cost of procuring comparable services from an independent vendor.

- 12.6 Fidelity Bond. The Agent shall cause all employees who are responsible for the Owner's funds to be covered by a fidelity bond equal to at least two (2) months' gross potential income of the Property. The cost of the fidelity bond is paid from the Operating Account.
- 12.7 Employment of Tenants. While personnel will be employed on the basis of ability, the Agent shall make an effort to employ tenants of the property, provided that the Agent shall take reasonable measures to ensure that the privacy of other tenants is not compromised.

13. General Provisions

- 13.1 Indemnification of Agent. The Agent shall not be liable to the Owner for any loss or damage unless the loss or damage is caused by the Agent's negligence or the failure of the Agent to comply with its obligations under this Agreement. The Owner will indemnify and hold the Agent harmless from (i) any liability, damages, costs and expenses (including reasonable attorney's fees) related to injury to persons or damage to Property occurring on or about or in connection with the Property, from any cause whatsoever, unless the injury or damage is the result of the Agent's negligence or the failure of the Agent to comply with its obligations under this Agreement; and (ii) any liability, damages, costs and expenses, whether required by law or otherwise, resulting from any acts properly performed by the Agent pursuant to the instructions of the Owner or required by this Agreement. The Agent agrees to promptly advise the Owner of receipt of any information related to any claim of injury or damage and the amount of such injury or damage and its related costs and expenses. The Owner's obligation to indemnify the Agent pursuant to this Section shall survive the termination of the Management Agreement.
- 13.2 Notices. Notices required under this Agreement shall be in writing and shall be mailed or hand delivered to the Owner or the Agent at the addresses listed in Section 1 and to MassHousing at One Beacon Street, Boston, MA 02108, Attention: Director of Rental Management, or such other party as may be designated in writing by MassHousing. A notice shall be deemed to have been given, delivered and received upon the earliest of the

following: (i) if sent by certified or registered mail, upon the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

- 13.3 Entire Agreement. This Agreement, including any addenda attached to this Agreement, constitutes the entire agreement between the Owner and the Agent with respect to the management and operation of the Property. No modifications, deletions, riders or additions to this Agreement will be valid unless made by a supplemental written agreement executed by the Owner and the Agent and approved in writing by MassHousing.
- 13.4 Invalidity. If any provision, portions of such provision, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, provision or application shall not be affected.
- 13.5 Assignment/Successors and Assigns. This Agreement shall not be assigned by either the Owner or the Agent without the consent of MassHousing. The provisions of this Agreement shall be binding on the Owner's and the Agent's heirs, executors, administrators, legal representatives, successor's and assigns.
- 13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 13.7 Authorized Signatories. The Owner and the Agent each represents to each other and to MassHousing that the person(s) executing this Agreement on its behalf is authorized to enter into and execute the Agreement on behalf of the Owner or the Agent and to bind the Owner or the Agent, as the case may be, to the obligations contained herein.
- 13.8 Compliance With Governmental Orders. The Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Property whether imposed by federal, state, county or municipal authority, subject, however, to the limitation stated in Section 11.4 and 11.5, with respect to repairs. The Agent shall, however, take no such action so long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent will notify the Owner, in writing, of all notices of such governmental orders or other requirements within seventy-two (72) hours of the time of their receipt.
- 13.9 MassHousing Approval. MassHousing joins in the execution of this Agreement solely to evidence its approval of the terms and conditions of this Agreement. The Owner and the Agent agree that the obligations of the Owner and the Agent under this Agreement shall inure to the benefit of and be enforceable by MassHousing and its successors and assigns. Notwithstanding the preceding sentence, the Owner and the Agent agree that

MassHousing shall not have any liability under this Agreement. Furthermore, the Owner and the Agent agree that no rider, addendum or other supplement to this Agreement shall have any force or effect unless authorized in writing by MassHousing.

[The remainder of this page is intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Agent and the Owner have, by their duly authorized signatories, executed this Agreement as of the date first written above.

OWNER:

By: 
Name:
Title:

AGENT:

By: 
Name: Donna M. Horan
Title: Executive Vice President

Approved:

Massachusetts Housing Finance Agency

By: _____
Anne Marie MacPherson
Manager, Asset Management

Attachment I

Major Federal Assistance Programs

- ☐ Section 8 Housing Assistance Payments Program authorized by National Housing Act of 1937
- ☐ Section 236 Interest Reduction Payments Program authorized by National Housing Act of 1937
- ☐ Section 202 of the Housing Act of 1959 (___ U.S.C. ___), as amended
- ☐ Rental Assistance Payments Program, authorized under Section 236 of the National Housing Act (12 U.S.C. 1715z-1)
- ☐ Rent Supplement Program, authorized under Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701(s))
- ☐ Rental Assistance Demonstration (RAD) - Local Housing Authority participation
- ☐ Moving-to-Work Program - Local Housing Authority participation
- ☒ Section 8 Project-based Vouchers, administered by Housing Assistance Corporation

Major State Assistance Programs

- ☐ Section 13A Interest Subsidy Program - Section 13A of Chapter 708 of the Acts of 1966, as amended (M.G.L. c. 23A, App., the MassHousing Enabling Act)
- ☐ Massachusetts Rental Voucher Program, authorized under Section 21 of Chapter 133 of the Acts of 1992 and regulations at 760 CMR 49

Other Federal/State Assistance Programs

- ☐ Tax Credit Program authorized under Section 42 of the Internal Revenue Code
- ☐ Affordable Housing Trust Fund
- ☐ Community Based Housing Program (CBH)
- ☐ Community Development Action Grant
- ☐ Facilities Consolidation Fund (FCF)
- ☐ HOME Investment Partnership Program
- ☐ Housing Choice Voucher Program
- ☐ Housing Development Action Grant (HODAG)
- ☐ Housing Innovations Fund (HIF)
- ☐ Housing Stabilization Fund (HSF)
- ☐ Urban Development Action Grant (UDAG)

Financing Assistance Programs

- ☐ Tax-Exempt Bond programs authorized under Section 142 or Section 501 (C) (3) of the Internal Revenue Code
- ☐ SHARP Restructuring Initiative
- ☐ Ginnie Mae/MAP Program
- ☐ Mortgage co-insured by HUD under Section 244 of the National Housing Act of 1937.
- ☐ Mortgage co-insured by HUD under Section 542 Risk Sharing Program
- ☐ Workforce Housing Program

To: Libby Gibson,
Town Manager

From: Andy Burnes,
President

APB

Re: HallKeen Management Transition; Academy Hill Apartments

Date: May 2, 2025

Over the past 3 years John Hall, Denny Hall and I (collectively, the Senior HK Partners) have been working on the transition of our involvement in HallKeen Management Inc. ("HKM") and the affordable housing investments we have made over the past 33 years. I am very pleased today to outline a strategic alliance with the Douglass Park Group and Norton Point LLC to form a new management company, HK Management LLC ("HKLLC"). Purchasing the assets of HallKeen Management Inc., the Douglass Park Asset Management Group (Harrison Rayford, Principal) and Norton Point (David Oliveri, Principal) will be the controlling 60% owners of the new company with the current owners of HallKeen Management (the Senior HK Partners and Porter Terry) owning 40% of the new company. Douglass Park and Norton Point have gone through an extensive due diligence process over the past six months. This transaction will have no impact on the ownership structure of Academy Hill Apartments.

We are now beginning the formal approval process to transfer the management contracts from HallKeen Management Inc. to HK Management LLC in the affordable residential properties currently managed by HKM. Per the existing ground lease, we are seeking approval of the transfer of the management contract for Academy Hill to HK Management LLC.

After the appropriate approvals are secured, all management contracts and all personnel at HKM will shift over to the new company. Substantively, very little will change between HKM and HKLLC, except for the ownership and leadership. Andy Burnes (Interim CEO) and Denny Hall will continue to be actively involved as part owners and board members of HKLLC. We are looking to close on the transaction and shift the employees over around June 1, 2025.

Douglass Park Asset Management is a New York area based affordable housing investment company that has focused on the acquisition of affordable and workforce housing mainly Section 8 and Low-Income Housing Tax Credit properties with a current portfolio of approximately 3,000 units. Douglass Park does not have a management platform. Harrison was one of the founders of the Lemor Group in NYC and continues to work closely with Lemor. Norton Point and David Oliveri bring a diverse set of experiences to HK Management LLC including financing, development and management. Most recently Norton Point has worked closely with CIVICO Development developing workforce/affordable housing projects in the greater Boston area. A brief summary of Douglass Park's and Norton Point's background is attached as Exhibit A.

The Senior Partners have been impressed with Douglass Park's and Norton Point's knowledge, their commitment to the affordable housing business and their financial strength. Their willingness to work with the HallKeen team and absorb our 32 years of experience in affordable housing has been very positive. We are excited about the synergies of a young motivated group of affordable housing professionals can bring to build the "new" HallKeen while continuing to provide the high-quality property management services to the properties we own and manage.

In summary we are requesting the Town of Nantucket's approval for the transfer of the management contract for Academy Hill Apartments from HKM to HKLLC.

I have attached two documents for your review:

- Exhibit B is the document wherein the Town of Nantucket approves HallKeen Management Inc.'s transfer.

- Exhibit C is the Assignment document HallKeen Management Inc. will sign for the Closing.

I will be in touch next week to answer any questions.

EXHIBIT A

Management Agreements

HK||HallKeen Management

Exhibit B

Town of Nantucket
16 Broad Street
Nantucket, MA 02554
Attn: Town Select Board

June 6, 2025

RE: Assignment of Management Agreement by and Between HallKeen Management, Inc. and HK Management LLC

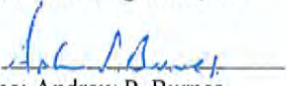
Dear «Attn_First_Name»,

HallKeen Management, Inc. ("HKM") is sending this letter in accordance with that certain management agreement by and between HKM and Academy Hill Associates LP (the "Management Agreement") pursuant to which HKM provides property management services at the property located at 4 Westminister St., Nantucket, MA.

The purpose of this letter is to request your consent to the assignment of the managing agent's interest in the Management Agreement to HK Management LLC, a Massachusetts limited liability company ("HKLLC"). HKLLC will notify you of the completion of the assignment and will thereafter be responsible for the performance of all obligations, including payment obligations, under the Management Agreement from that point forward. Kindly indicate your consent by signing this letter and returning a copy to Chris Pavoni at cpavoni@hallkeen.com.

I thank you for your attention in this matter. Please contact me at the number listed below if you have any questions pertaining to this matter.

Very truly yours,
HallKeen Management, Inc.

By: 
Name: Andrew P. Burnes
Title: President
(781) 915-3010

The undersigned does hereby consent to HKM assigning its interest in the Management Agreement to HKLLC on the understanding that HKLLC will be responsible for the performance of all of the duties and obligations required by the terms of the Management Agreement from and after the effectiveness of such assignment.

Town Select Board:

By: _____
Name: Dawn E. Hill Holdgate
Title: Chair

By: _____
Name: Thomas M. Dixon
Title: _____

By: _____
Name: Brooke Mohr
Title: _____

By: _____
Name: Matt Fee
Title: Vice Chair

By: _____
Name: Malcolm W. MacNab, MD, PhD
Title: _____

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENTS

ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENTS

This ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENTS (this "Assignment") is made as of _____, 2025 (the "Effective Date") by and between HALLKEEN MANAGEMENT, INC., a Massachusetts corporation, with an address of 1400 Providence Highway, Suite 1000, Norwood, Massachusetts 02062 ("Assignor") and HK MANAGEMENT LLC, a Massachusetts limited liability company, with an address of 12 Morse Lane, Natick, MA 01760 ("Assignee").

RECITALS

A. Assignor and Assignee entered into a Transaction Agreement dated as of February 10, 2025 (the "Contract"), pursuant to which, on this day, Assignor is selling, contributing, assigning, transferring and conveying to Assignee, and Assignee is purchasing, accepting, and acquiring from Assignor, all of Assignor's right, title and interest in the Business Assets (the "Transaction"), which Business Assets include, *inter alia*, all agreements pursuant to which Assignor operates and/or manages real property, or otherwise acts as management agent, on behalf of owners of real property (together with all amendments, modifications, supplements, extensions and related agreements, if any, thereto entered into by Assignor prior to the closing of the Transaction), in each case relating to the Business and further including the Assignor's equity interest in HK Guilford Management, LLC (collectively, the "Management Agreements"), which Management Agreements are listed on Exhibit A attached hereto; and

B. Subject to the terms and conditions set forth in the Contract, Assignor desires to assign, contribute, transfer and convey to Assignee, and Assignee desires to purchase, accept, acquire and assume from Assignor, the Management Agreements pursuant to the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follow:

1. Defined Terms. All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Contract.
2. Assignment by Assignor. As of the Effective Date, the Assignor hereby sells, contributes, assigns, transfers and conveys to Assignee, all of Assignor's right, title, and interest, together with Assignor's obligations, in, to and under, the Management Agreements (the "Assignment").
3. Acceptance of Assignment. As of the Effective Date, Assignee hereby assumes, accepts and becomes responsible for, and agrees to pay, perform and discharge the obligations

under or to cause to be paid, performed or discharged when due, (i) the Management Agreements (but, for the avoidance of doubt, excluding all Excluded Assets and Excluded Liabilities), and (ii) all of the Assumed Liabilities under the Management Agreements.

4. Mutual Indemnity. Assignor agrees to indemnify and hold Assignee harmless from and against any and all Third Party Claims arising out of the Management Agreements based on facts or circumstances that occurred on or before the Effective Date, and Assignee agrees to indemnify and hold Assignor harmless from and against any and all Third Party Claims arising out of the Management Agreements based on facts or circumstances that occur after the Effective Date, all in accordance with Section 9.5 of the Contract, which is incorporated herein by reference as if it were set forth herein in its entirety.

5. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

6. Binding Upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, successors-in-interest, and assigns of Assignor and Assignee.

7. Headings; Interpretations. Section headings contained in this Assignment are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Assignment or any of its provisions. The parties agree that this Assignment has been prepared by all of the parties and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Assignment.

8. Prevailing Party. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses in such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit concerning this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

9. Invalidity. Any provision of this Assignment which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

10. Amendments. No provision of this Assignment may be amended, changed, or waived except by a written instrument executed by the parties.

11. Counterparts. This Assignment may be executed in any number of counterparts and by facsimile transmission, pdf attached to an email transmission or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) with the same force and effect as if an original executed copy of this Assignment had been delivered, all of

which when taken together shall constitute the entire agreement. Assignee and Assignor intend to be bound by the signatures on the telecopied, pdf, or electronically signed document, are aware that the other party will rely on the telecopied, pdf or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.

12. Contract. This Assignment does not expand upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Contract. The assumption of the Assumed Liabilities by Assignee hereunder shall not enlarge any rights of third parties under the Management Agreements with Assignee or Assignor or any of their respective Affiliates. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Contract, the terms and conditions of the Contract shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

HALLKEEN MANAGEMENT INC,
a Massachusetts corporation

By: _____
Name:
Title:

ASSIGNEE:

HK MANAGEMENT LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

Exhibit A

Douglass Park Asset Management and Norton Point Development have entered into an agreement to purchase a significant interest in the asset management and property management platform of HallKeen Management. Both firms bring a wealth of experience owning and managing multi-family assets across the country, including market rate and affordable housing. They have a team of seasoned professionals with a strong understanding of the Low-Income Housing Tax Credit and project-based Section 8 programs, including on-going compliance requirements. They will serve as a strong operating partner to manage the day-to-day operations of the HallKeen portfolio as well as enhance the value of each asset.

Douglass Park Asset Management (DPAM), led by Harrison Rayford, is a minority-owned real estate investment firm focused on raising capital from institutional investors and high-net worth individuals to build and preserve quality workforce and affordable housing. Focused primarily on the East Coast, DPAM invests in government- subsidized and non-subsidized multifamily residential housing with units serving low and mixed-income residents. DPAM combines equity capital with city, state, and federal subsidies, tax abatements and below-market-rate funding. DPAM invests in value-add and opportunistic real estate assets as they seek to provide competitive returns for investors. Additionally, DPAM believes that meaningful investment in workforce and affordable housing has the power to advance social and economic equality for underserved residents and the broader community, while simultaneously providing attractive returns to their investors.

Prior to DPAM, Mr. Rayford played an integral role in the establishment of Lemor Development Group, a real estate operating company, in 2012. He has been a key driver in Lemor's iconic growth as the lead on more than \$750 million in development and new construction projects during the past five years. This includes the Mt. Hope Renaissance Project, which comprises the substantial renovation of a 13-building rental complex, the Robeson, a 79-unit, mixed-income, new construction building and the New York City Housing Authority (NYCHA) Manhattan Pact, a 1,700-unit, in-place RAD rehab in concert with NYCHA, Monadnock, Community Preservation Corporation (CPC) and Community Development Trust (CDT).

Norton Point Development, David Oliveri, Founder of Norton Point Development, brings over 25 years of experience in the real estate industry. He specializes in financing, acquisitions, property management, and the development of mixed-use, mixed-income multi-family properties. He has successfully executed more than \$500 million in transactions.

As a partner at Civico Development, David played a key role in deal sourcing, financial structuring, analysis, and construction across Greater Boston. He contributed to projects

like Oriole Landing, a mixed-income, public-private partnership with the Town of Lincoln, MA, and the upcoming 100% LIHTC Armoy Project in Newton, MA.

At his firm, Norton Point Development, David focuses on thoughtful design, collaboration, and delivering lasting value. His projects are committed to creating high-quality spaces that enrich communities where people live, work, and thrive. Norton Point is working on infill development projects in Greater Boston, including the city's first multifamily market-rate "Passive House" units in Newton, MA.

Early in his career, David owned and operated Lenmar Realty, specializing in bank workouts, asset management, and the disposition of distressed properties for major institutions like Bank of America, CITI, Wells Fargo, and JP Morgan across the Northeast. This experience laid the foundation for his real estate development and management expertise.

Town of Nantucket, MA
Thursday, January 30, 2025

Chapter 338. Short-Term Rental Property

[HISTORY: Adopted by the Board of Health and Select Board of the Town of Nantucket 9-21-2022. Amendments noted where applicable.]

GENERAL REFERENCES

Short-term rental bylaw — See Ch. [123](#).

§ 338-1. Authority.

The Board of Health, with the approval of the Select Board, promulgates these regulations pursuant to § [123-4](#) of the General Bylaws of the Code of the Town of Nantucket and MGL c. 64G, § 14.

§ 338-2. Purpose.

These regulations are promulgated to provide for an orderly process for identifying, registering and regulating short-term rentals within the Town, and to ensure that such short-term rentals do not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, the creation of public health and safety issues associated with traffic and parking congestion, or any other nuisance conditions.

§ 338-3. Certification of registration required.

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

§ 338-4. Procedure for obtaining certificate of registration; fee.

- A. Applicants for a short-term rental certificate of registration shall submit an application on a form included as Attachment 1 to these regulations.^[1]

[1] *Editor's Note: The Attachment 1 application form is available from the Health Department.*

- B. The annual fee of \$250 per unit for such certificate of registration shall be submitted with the application.

C. All applicants must submit the following information and documentation with the application for a certificate of registration:

- (1) Ownership information, as set forth in the application form, including but not limited to the legal form of ownership, whether the unit is a professionally managed unit as defined in MGL c. 64G. The form shall also include the mailing address and contact information, and authorization from the owner to short-term rent the property if the owner is not the proposed operator, and shall include an attestation that all persons and entities with an ownership interest in the unit have been notified that a certificate of registration has been applied for. The attestation shall also include a statement as to whether the unit is subject to any deed restriction or covenant that restricts or prohibits the use of the unit as a short-term rental.
- (2) The address of the proposed short-term rental and a description of the premises, including square footage per records of the Nantucket Assessor, and number of bedrooms, bathrooms and parking spaces.
- (3) A copy of the certificate of registration currently on file with the Massachusetts Department of Revenue.
- (4) The name, address and contact information for at least one individual who will be available to be physically on site 24 hours a day to address any issues at the short-term rental within two hours' notice ("local designated person"), including, but not limited to, any conditions which may endanger or impair the health or safety and well-being of a person or persons occupying the premises, as set forth in 105 CMR 410.750.
- (5) A certificate of insurance evidencing liability insurance coverage for operation of the premises as a short-term rental with liability limits of at least \$1 million per claim, unless such short-term rental is offered through a hosting platform that maintains equal or greater coverage.
- (6) An attestation that the owner and operator (if applicable) are in compliance with all applicable federal, state and local laws, including but not limited to MGL c. 64G and the Fair Housing Act, MGL c. 151B, and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the owner and operator (if applicable) are current with all Town taxes, water and sewage charges and other fees, subject to the requirements of Chapter [19](#), Finances, Article [X](#), Licenses and Permits; Collections, §§ [19-13](#) through [19-18](#), of the Town Code.

D. The Board of Health, or its agent, may reject any application that it deems incomplete.

§ 338-5. Operation of short-term rentals.

- A. Occupancy. **Occupancy of a short-term rental shall be limited to two people per bedroom plus two additional people in the unit.**
- B. Parking. Parking at a short-term rental shall not create public health or public safety issues or create undue traffic congestion. The Board of Health may refer violations of these parking requirements to the appropriate Town enforcing agent(s).
- C. Advertising a short-term rental. All advertisements for short-term rentals, whether online or at a real estate agency, shall include the operator's certificate of registration number and shall be consistent with the short-term rental information provided in the application to the Town.
- D. Information for prospective renters. The operator must provide all renters the following information:

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- (1) Renters. Rental solicitations, including written and online advertising and descriptions of property, shall include the following information: a copy of the operator's certificate of registration, the maximum number of occupants and vehicles allowed, policy(ies) regarding parties, events and weddings, and whether or not the unit is under professional management; and
- (2) On-site or prior to arrival: (i) contact information for the operator and at least one local designated person; (ii) emergency exit diagrams, which also must be posted at the short-term rental premises in all bedrooms and on all egresses; (iii) instructions for waste disposal and recycling, including but not limited to the requirement that trash be removed from the premises at each turnover or weekly, whichever comes first; (iv) a copy of Nantucket's Noise Bylaw (Chapter [101](#)) and (v) a copy of Nantucket's Outdoor Lighting Bylaw (Chapter [102](#)). Items (iii), (iv) and (v) must be posted centrally in the unit.

§ 338-5-1. Permit for use of short-term rental for gatherings

A. For purposes of this Regulation, a "Gathering", is defined as the assembly of any number of people in a short-term rental that ~~are that results in having double in addition to~~ the approved capacity shown on the Registration ~~at the property and/or~~ who are not intended to be overnight guests. This Regulation does not apply to an owner who uses the property for their own use without compensation except as provided in Section C.

B. No person shall use a short-term rental for a Gathering unless they have a Gathering Permit from the Board of Health. The Gathering Permit is in addition to the Registration for the unit. 

B.C. No person shall charge admission to any Gathering, whether or not they have a permit, unless the charge is in the form of a donation to a registered 501(c)(3) non-profit organization.

C.D. The owner of the unit shall include language in all rental advertisements (i.e. listings on on-line platforms and listings with real estate agents) and they shall post a sign in the unit in a location that is clearly visible warning occupants against the use of the unit for Gatherings without a permit and stating the number of people that constitutes a Gathering. The owner shall obtain written confirmation from the occupants that they acknowledge and agree to this requirement before they start their occupancy. The owner shall be responsible for ensuring that the unit is not used for unauthorized Gatherings and that any Gatherings held are conducted in accordance with this Regulation and any permit conditions, and the owner will be held liable for any violations whether or not they approved of or were aware of the Gathering or the violation.

D.E. Any person wishing to use a short-term rental for a gathering shall obtain a permit from the Board of Health or its agent. The application for a gathering permit shall be on a form approved by the Board of Health and it shall include all but not be limited to the following:

- (1) Payment of the applicable fee established by the Board;
- (2) The address of the short-term rental, the short-term rental registration number, the date, start time and end time of the Gathering, the number of persons expected, whether alcohol will be served, whether live or recorded music will be provided, and whether the Gathering will be held outdoors;
- (3) The application may be submitted by the occupant of the unit, provided that the application is approved in writing by the owner or the owner's authorized representative and the Board verifies the owner or agent's consent. Verification may be by a notarized signature on the form or other reasonable means of verification. contains the notarized signature of the owner;
- (4) The application shall include a parking plan approved by the Chief of Police or their designee if on-street parking is required.

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(4)(5) The application must be received by the Board at least thirty (30) days prior to the date of the Gathering. The Board may but it cannot guarantee that it will act on applications submitted less than 30 days prior to the Gathering.

E.F. The Board of Health may grant a Gathering Permit subject to any conditions it deems necessary to further the intent of this Regulation and the Town's Short Term Rental Bylaw, including but not limited to:

- (1) Limiting the number of guests;
- (2) Limiting the hours of the Gathering;
- (3) Limiting or restricting the use of outdoor speakers;
- (4) Prohibiting the service of alcohol or requiring that alcohol only be served by a licensed caterer;
- (5) Limiting the number of vehicles that can be parked on site or on adjacent streets, and/or requiring an off-site parking location with shuttle service;
- (6) Requiring a police detail; and/or
- (7) Requiring the use of portable toilets and/or a trash collection service.

F.G. The application will be denied if the applicant has failed to provide a completed application, has failed to pay the required fee, if there have been prior violations of this Regulation or conditions imposed on prior Gathering Permits, if the owner has failed to pay any previously assessed penalties, if there have been complaints about prior Gatherings at the same address or at another short-term rental owned by the same owner or used by the same occupants, or if the Board determines that the Gathering cannot be held without creating or causing a nuisance to the surrounding neighborhood due to unreasonable noise, the creation of public health and safety issues associated with traffic and parking congestion, or any other nuisance conditions.

H. The person hosting the Gathering shall ensure that they and their guests abide by all conditions in the permit and all other applicable laws, including but not limited to the Town of Nantucket Noise Bylaw, the Town of Nantucket Outdoor Lighting Bylaw, and any parking restrictions or regulations. Nothing in this Regulation or any permit issued pursuant thereto shall be deemed as relieving the owner or occupant from obtaining other required permits, such as a Town of Nantucket Tent Permit.

G.I. The owner of a short-term rental shall not accept an application from or allow the use of the property by any occupant who has previously held a Gathering without a permit or who has been cited for violations of the requirements of Section H. This shall apply to all short-term rentals owned by the same owner.

H.J. This section shall be enforced pursuant to Section 338-9 of these Regulations and Section 123-5 of the Town's General Bylaws. Without limiting the generality of the foregoing, any owner or occupant who uses, allows to be used or fails to take reasonable action to prevent use of a short-term rental for a Gathering may be subject to a civil penalty of up to \$5,000 for each offense and the owner's registration may be subject to revocation. Reasonable action to prevent use of a short-term rental for a Gathering shall mean, at a minimum, compliance with the notice requirements of Section D of this Regulation.

§ 338-6. Recordkeeping and reporting requirements for operators.

A. Operators shall maintain for a period of at least three years records of the following information for each short-term rental stay: (1) type of rental (room, apartment or whole house); (2) dates and number of nights; (3) number of guests; and (4) number of vehicles. The operator shall also keep a record of the income derived for a short-term rental and evidence that the rooms occupancy tax due on the unit has been remitted to the Department of Revenue. As a condition of maintaining a certificate of registration, the operator shall provide copies of the records set forth in this section to the Board of Health upon request.

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- B. Every operator with any listings for short-term rentals shall provide to the Board of Health on a quarterly basis an electronic report, in a format specified by the Board of Health. The report shall include a breakdown of where each listing is located; whether the listing is a room, an apartment or whole-house rental; number of nights each unit was reported as occupied during the applicable reporting period; and the operator's name and full contact information.

§ 338-7. Compliance with statutes, bylaws and regulations.

- A. The operator at all times bears responsibility for ensuring compliance at the short-term rental, including compliance by short-term renters, with all applicable statutes, bylaws and regulations, including but not limited to these Short-Term Rental Regulations and the applicable building, health, sanitary, zoning and fire codes.
- B. Any violation of such applicable statutes, bylaws and regulations, including but not limited to the Town's noise and lighting bylaws,^[1] at the short-term rental shall also be deemed to be a violation of these regulations.

[1] *Editor's Note: See Ch. [102](#), Outdoor Lighting, and Ch. [101](#), Noise.*

§ 338-8. Inspection of short-term rental premises.

To verify compliance with all applicable statutes, bylaws and regulations, operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice, in the event of an imminent threat to public health or safety.

§ 338-9. Enforcement of regulations.

The Board of Health, or its agent, shall enforce these regulations in accordance with the bylaw.^[1] The Board of Health, or its agent, also has the discretion to set hearings to determine whether any specific violation warrants suspension or revocation of the operator's certificate of registration. In exercising this discretion, the Board of Health may, after a public hearing, issue a warning letter for the first offense. Thereafter, the Board of Health may assess a fine or civil penalty for subsequent violations as set forth in Chapter [123](#) of the Town Code. Operators or owners with multiple violations may have their certificate(s) of registration revoked and not renewed for a period of up to three years.

The Board of Health, or its agent, shall enforce these regulations in accordance with the bylaw.^[1] The Board of Health, or its agent, also has the discretion to set hearings to determine whether any specific violation warrants suspension or revocation of the operator's certificate of registration. In exercising this discretion, the Board of Health may, after a public hearing, issue a warning letter for the first offense. Thereafter, the Board of Health may assess a fine or civil penalty for subsequent violations as set forth in Chapter [123](#) of the Town Code. Operators or owners with multiple violations may have their certificate(s) of registration revoked and not renewed for a period of up to three years.

[1] *Editor's Note: See Ch. [123](#), Short-Term Rental Registration, § [123-5](#).*

NANTUCKET SELECT BOARD

Policy Statement and Procedures for Appointments to Committees, Commissions, Boards Adopted: May 19, 2021

BASIC GOAL

To encourage active citizen participation and involvement in local government affairs by encouraging local residents with expertise, skills, interest, and energy to seek appointment to the Town's Committees, Boards and Commissions. And, to expand the Town's outreach to its citizens to ensure that we engage as many diverse perspectives as possible to build and encourage awareness, understanding and appreciation through a lens of diversity, equity and inclusion.

POLICIES IN SUPPORT OF THE BASIC GOAL

- A. The Town will maintain a recruiting system, known as the Volunteer Talent Bank (Talent Bank), to find and appoint interested local residents who are best qualified by education, training and experience to contribute effectively to the work of the committee, commission or board. To the extent practical, the Select Board shall announce its intention to meet candidates for appointment and allow them to introduce themselves and review their applications no less than two weeks in advance of appointments.
- B. When an announcement is made by the Board regarding any vacancies, the Board will require that applicants file a Committee Appointment application. Following a public meeting with the applicant(s) at which the Board may ask questions, and/or the applicant may ask questions, a candidate shall be selected in accordance with the following procedure:

RECOMMENDED VOTING PROCEDURES FOR ANNUAL APPOINTMENTS

- 1. The Board reviews a list of openings for annual appointments with a committee appointment timeline in early April.
- 2. In mid-April, members of committees, commissions, boards whose terms are expiring are notified and asked if they would like to apply for reappointment. Incumbent Committee Interest Forms are mailed to all of these members and they are asked to respond in writing to indicate if they request re-appointment, or not. Incumbents need to meet the same deadlines as listed on the committee appointment timeline.
- 3. Annual committee openings are advertised in the local newspaper for four weeks, as well as on the Town website. Additionally, the openings are announced at the Board's weekly meetings starting in mid-April through the end of May.
- 4. Applications will be accepted only by the deadlines outlined in the annual Committee Appointments Timeline for all committees, commission and boards.

5. The Select Board holds two meetings to allow applicants to address the Board and review their applications.
6. Committee appointments are made at the last Select Board meeting of June, which date shall be at least one week after the names and applications of all applicants have been made public.
 - a. At this meeting, the Select Board may appoint, by majority vote, a candidate to fill any seat. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
 - b. The Chair shall ask Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.
 - c. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
 - d. The candidate(s) with the majority of votes will be appointed.
 - e. Any committee seats not filled will continue to be posted on the Town website and routinely advertised as vacant.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

RECOMMENDED VOTING PROCEDURES FOR VACANCIES THROUGHOUT THE YEAR

The Board's intent to fill vacancies will be noted on its regular meeting agenda for at least two weeks and applications of prospective candidates will be included in the Board's agenda packet to allow the Board and the public to review the prospective candidates' credentials. The vacancy will also be advertised in the Inquirer & Mirror for a minimum of two weeks as well as on the Town's website. Applications will be accepted only by a certain deadline for all committees, commission and boards.

1. Immediately following a meeting with candidates for appointment, the Select Board may appoint, by majority vote, a candidate to fill any vacancy. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
2. Immediately following a meeting with candidates for appointment, the Chair shall ask

Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.

3. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
4. The candidate(s) with the majority of votes will be appointed.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

ADMINISTRATION OF THE VOLUNTEER TALENT BANK

The Town Administration office shall be responsible for the Talent Bank data and all administrative materials, records and processes.

PUBLIC INPUT REGARDING CANDIDATES FOR APPOINTMENT

Any citizen may convey their support or objection of an individual's appointment/ reappointment through written notice to the Town Manager's Office. Town Administration shall forward any written comments concerning appointments/reappointments to the Select Board and to the person cited.

This policy may be amended by the Select Board at any time.

Appointing Town Boards, Commissions and Committees
Considerations of Select Board
Endorsed by the Select Board April 26, 2006

Excerpt from *Handbook for Massachusetts Selectmen*:

- Seek a mix of skills
- Seek diversity
- Be clear about job requirements
- Look for persons who exhibit a cooperative spirit (*Boards function best when their members are willing to compromise. People with unshakable opinions can paralyze a board, making any progress impossible*)

Suggested questions for applicants/incumbents:

New applicant:

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- What experience, skills or insight would you bring to the committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Incumbent:

- What has been your level of attendance at committee/board/commission meetings?
- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?
- Why do you want to continue serving on the committee/board/commission?

2025 Annual Committee Applicants:

Agricultural Commission #

2 Seats Available; 2 Applicants

2 Seats Terms End 2028

Current Committee Members:

Charity Benz	2025 – not reapplying
Pamela Perun	2025 – not reapplying
Jacob Tinkhauser	2026
Kelly Steffen	2026
Posie Constable	2027

Applicants:

Ella Potenza – new applicant
Isaac Basibe – new applicant

Pursuant to Article 65 passed by 2022 Annual Town Meeting, “To the extent available and willing to serve, the [Agricultural] Commission shall consist of a minimum of three members whose prime source of income is derived from farming or agricultural-based enterprises in Nantucket and another two who are interested in farming. If the foregoing are neither available nor willing to serve, then any member may be appointed from the community who has an interest in agriculture.”

Airport Commission *

1 Seat Available; 2 Applicants

1 Seat Term Ends 2028

Current Committee Members:

Jeanette Topham	2025 – not reapplying
Anthony G. Bouscaren	2026
Arthur D. Gasbarro	2026
Andrea Planzer	2027
Philip Marks III	2027

Applicants:

Walter Flaherty – new applicant
Michael Leavitt – new applicant

** Pursuant to MGL Chapter 90, Section 51E, “Of the members appointed [to the Airport Commission] at least one shall be a person having experience in aeronautics.”*

Board of Health

1 Seat Available; 2 Applicants

1 Seat Term Ends 2028

Current Committee Members:

Kerry McKenna	2025 – applied
Meredith (Meri) Lepore	2026
Ann Smith	2026
James A. Cooper	2027
Malcolm MacNab (SB member)	2025

Applicants:

Kerry McKenna – incumbent
Louisa Lindgren – new applicant

2025 Annual Committee Applicants:

Cannabis Advisory Committee

1 Seat Available; 0 Applicants

1 Seat Term Ends 2028

Current Committee Members:

Dorothy Hertz (At-Large)	2025 – no response
Joseph W. Plandowski (At-Large)	2026
Barry Rector (At-Large)	2027
Jacques Zimicki (At-Large)	2027
Dawn Holgate (SB member)	2025
Abby De Molina (PB member)	2025
Jim Cooper (BOH member)	2025

Applicants:

None

Capital Program Committee

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Committee Members:

Caroline Baltzer (At-Large)	2025 – applied
Christy Kickham (At-Large)	2026
Howard Matz (At-Large)	2026
Peter T. Kaizer (At-Large)	2027
Dawn Holdgate (SB Rep)	2025
Jill Vieth (FinCom Rep)	2025
John Kitchener (NP&EDC Rep)	2025

Applicants:

Caroline Baltzer – incumbent

Cemetery Commission

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Committee Members:

Barbara A. White	2025 – not reapplying
Scott McIver	2026
Allen Reinhard	2026
Lee W. Saperstein	2027
Frances Karttunen	2027

Applicants:

Jascin Leonardo Finger – new applicant

2025 Annual Committee Applicants:

Coastal Resiliency Advisory Committee

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Committee Members:

Joanna Roche (At-Large)	2025 – applied
Doug Rose (At-Large)	2026
Sarah Bois, Ph.D (At-Large)	2027
Tim Braine (ConCom member)	2025
David Iverson (PB member)	2025
Matt Fee (SB member)	2025
Peter Brace (HSAB member)	2025
Jennifer M. Karberg, Ph.D (NCF designee)	2025
Rachael Freeman (NLB member)	2025
Christy Kickham (CapCom member)	2025
Gary Beller (ACNVT member)	2025

Applicants:

Joanna Roche – incumbent

Conservation Commission

3 Seats Available; 3 Applicants

3 Seats Terms End 2028

Current Committee Members:

Seth Engelbourg	2025 – applied
Michael V. Misurelli	2025 – applied
Joseph W. Plandowski	2025 – applied
Tim Braine	2026
RJ Turcotte	2026
John M. Schafer	2027
Linda Williams	2027

Applicants:

Seth Engelbourg – incumbent
Michael V. Misurelli – incumbent
Joseph W. Plandowski – incumbent

Contract Review Subcommittee, Human Services

1 Seat Available; 0 Applicant

1 Seat Term Ends 2028

Current Committee Members:

Dorothy Hertz (At-Large)	2025 – no response
Linda Williams (At-Large)	2026
John W. Belash (At-Large)	2027
Veronica Bolcik (CHS Rep)	2025
Sue Mynttinen (CHS Rep)	2025
Joanna Roche (FinCom Rep)	2025
VACANT (NP&EDC Rep)	2025

Applicants:

None

2025 Annual Committee Applicants:

Council for Human Services

4 Seats Available; 4 Applicants

1 Seat Term Ends 2027

3 Seats Terms End 2028

Current Committee Members:

Suzanne Keating	2025 – applied
Amanda Wright	2025 – applied
Tara Restieri	2025 – applied
Sarah Wright	2026
Claudia Valle	2026
Kelly Steffen	2026
Veronica Bolcik	2027
Sue Mynttinen	2027
VACANT	2027

Applicants:

Suzanne Keating – incumbent
Amanda Wright – incumbent
Tara Restieri – incumbent
Debora Goudemond – new applicant

Council on Aging

4 Seats Available; 5 Applicants

1 Seat Term ends 2026

3 Seats Terms End 2028

Current Committee Members:

Robert M. Kucharavy	2025 – applied
Erin Lynch	2025 – applied
Abigail (Abby) Camp	2025 – not reapplying
Mary Anne Easley	2026
Rocky Fox	2026
VACANT	2026
Arlene O'Reilly	2027
Lisa Sherburne	2027
Linda Williams	2027

Applicants:

Anthony “Tony” Walsh – new applicant
Robert M. Kucharavy – incumbent
Erin Lynch – incumbent
Kelsea Gray – new applicant (vacant seat)
Diane Flaherty – new applicant

2025 Annual Committee Applicants:

Cultural Council ^

4 Seats Available; 3 Applicants

1 Seat Term Ends 2026

3 Seats Terms End 2028

Current Committee Members:

Sarah C. Ellis (Term 1)	2025 – applied
Barbara Tibbitts (Term 1)	2025 – applied
Bethany Oliver (Term 1)	2025 – applied
Kendall Graham (Term 1)	2026
VACANT	2026
Tony Wagner (Term 2)	2027
Jack Bulger (Term 1)	2027

Applicants:

Barbara Tibbitts – incumbent
Bethany Oliver – incumbent
Sarah Ellis – incumbent

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

Finance Committee

4 Seats Available; 7 Applicants

1 Seat Term Ends 2026

3 Seats Terms End 2028

Current Committee Members:

Stephen Maury	2025 – no response
Christopher A. Glowacki	2025 – applied
Jill Vieth	2025 – applied
Denice Kronau	2026 – resigned, effective 6/30/2025
Joanna Roche	2026
Rob Giacchetti	2026
Jeremy Bloomer	2027
Joseph H. Wright	2027
Peter N. Schaeffer	2027

Applicants:

Martin McKerrow – new applicant
Jill Vieth – incumbent
Anthonie Goudemond – new applicant
Christopher Glowacki – incumbent
~~Shelly Lockwood – new applicant~~ – withdrew application
Rick Atherton – new applicant
Katherin (Kit) Murphy – new applicant
Matthew Mulcahy – new applicant

2025 Annual Committee Applicants:

Historic District Commission Associate

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Associate Committee Members:

Constance Patten	2025 – applied
Joe Paul	2026
Carrie Thornewill	2027

Applicants:

Constance Patten – incumbent

Nantucket Affordable Housing Trust

1 Seat Available; 1 Applicant

1 Seat (At-Large) Term Ends 2027

Current Committee Members:

Meg Browers (At-Large)	2025 – not reapplying
Forest Bell (At-Large)	2026
Shantaw S. Bloise-Murphy (At-Large)	2026
Brian Sullivan (At-Large)	2026
Thomas Dixon (SB Rep)	2025
Penny Dey (Housing Authority)	2025
Abby De Molina (NP&EDC)	2025

Applicants:

~~John Wise – new applicant~~ – withdrew application

Mary O'Connor Mack – new applicant

Nantucket Historical Commission

3 Seats Available; 3 Applicants

1 Seat Term Ends 2027

2 Seats Terms End 2028

Current Committee Members:

Abby De Molina	2025 – applied
Clement Durkes	2025 – not reapplying
Rita Carr	2026
George Butterworth	2026
Angus MacLeod	2027
VACANT	2027
Sarah Noelle McLane	2027

Applicants:

Abby De Molina – incumbent

Linda Williams – new applicant

Caroline Baltzer – new applicant

2025 Annual Committee Applicants:

Planning Board Alternate

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Alternate Committee Members:

Abby De Molina	2025 – applied
Stephen Welch	2026
Howard Matz	2027

Applicants:

Abby De Molina – incumbent

Real Estate Assessment Committee

1 Seat Available; 1 Applicant

1 Seat Term Ends 2028

Current Committee Members:

Lee W. Saperstein (At-Large)	2025 – applied
Nathaniel Lowell (Real Estate)	2026
Jesse Bell (Real Estate)	2026
Thomas Barada (At-Large)	2027
John B. Brescher, Esq. (Real Estate)	2027

Applicants:

Lee W. Saperstein – incumbent

Roads and Right of Way Committee

3 Seats Available; 2 Applicants

3 Seats Terms End 2028

Current Committee Members:

Bill Grieder	2025 – not reapplying
Allen Reinhard	2025 – applied
Rick Atherton	2025 – applied
Lee W. Saperstein	2026
Phil Smith	2026
Nathaniel Lowell	2026
Edward Gillum	2027
Nelson Eldridge	2027
Rob Ranney	2027

Applicants:

Allen Reinhard – incumbent
Rick Atherton – incumbent

2025 Annual Committee Applicants:

Scholarship Committee

2 Seats Available; 0 Applicants

2 Seats Terms End 2028

Current Committee Members:

Rebecca Woodley-Oliver	2025 – applied late
Jeanne Miller	2025 – not reapplying
Jana Starr Duarte	2026
Rocky Fox	2026
Jackie McGrady	2027
Anne E. Broadus	2027
Jeannie Critchley	2027
Beth Hallett (School Superintendent)	

Applicants:

None

Steamship Authority Port Council

1 Seat Available; 1 Applicant

1 Seat Term Ends 2027

Current Committee Members:

Nathaniel Lowell	2025
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Applicants:

Nathaniel Lowell – incumbent

Tree Advisory Committee

2 Seats Available; Applicant

2 Seats Terms End 2028

Current Committee Members:

Judy Deutsch	2025 – not reapplying
Emily Molden	2025 – applied
Whitfield C. Bourne	2026
Mary Longacre	2026
Ben Champoux	2027

Applicants:

Emily Molden – incumbent

Zoning Board of Appeals

1 Seat Available; 1 Applicant

1 Seat Term Ends 2030

Current Committee Members:

Lisa Botticelli	2025 – applied
Elisa H. Allen	2026
Susan McCarthy	2027
Joe Marcklinger	2028
John B. Brescher	2029

Applicants:

Lisa Botticelli – incumbent

2025 Annual Committee Applicants:

Zoning Board of Appeals Alternate

1 Seat Available; 0 Applicants

1 Seat Term Ends 2028

Current Alternate Committee Members:

Jim Mondani

2025 – applied late

Mark W. Poor

2026

Robert "Bobby" Constable

2027

Applicants:

None



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

MAR 21 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Ella Potenza

Home Phone: 718-866-6230

Mailing Address: PO Box 2191 Nantucket, MA
02584

Alternate Phone: _____

Email Address: ellapotenza@gmail.com

Date Submitted: 3/21/2025

REQUESTING APPOINTMENT TO: Agricultural Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? yes
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission? yes

to promote local agricultural through preservation, education, and economic opportunities.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission? 5+ years experience
- What would you hope to accomplish on the committee/board/commission? part-time farm hand.
3+ years experience
as Sustainable Nantucket
Farm to School Manager.
- increasing local agricultural opportunities
for new + existing farmers/growers.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. sustainable Nantucket - employee
Tuckernuck Land Trust - Board member
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? no, but my fiance is a teacher at Nantucket High School

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Charity Benz
5 Milestone Crossing
Nantucket, MA 02554

Dear Charity:

Our records indicate that your term expires June 30, 2025 for your seat on the Agricultural Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 4, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature

RECEIVED

APR 28 2025

NANTUCKET TOWN ADMINISTRATION

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Pamela Perun
4 Roberts Lane
Nantucket, MA 02554

Dear Pamela:

Our records indicate that your term expires June 30, 2025 for your seat on the Agricultural Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 4, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

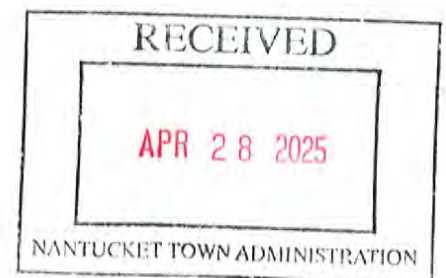
Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature





RECEIVED

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

MAY 14 2025

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ISAAC BASIBEHome Phone: 508 901 3142

Mailing

Address: 35 MACYS LANEAlternate Phone: —Email Address: isaacfreedom24@gmail.comDate Submitted: 5/14/2025REQUESTING APPOINTMENT TO: AGRICULTURAL COMMISSION

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? YES (Ag. commission meeting)
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission? YES.

I am a farmer by experience, academic qualification, training and love. I have been growing food for Nantucket for the past 6 years with Bartlett's farm and dog town farm. I am currently serving farmers and gardeners through the Land bank. I will therefore bring the farmers' perspective to the commission on top of all the farming skills from all those years (11)

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

With 11 years of professional farming, four of which are on Nantucket, I will bring technical skills in soil health, seeding and seedling care as I emphasize local food production for sustainability and food security. The main emphasis though will be to facilitate easy access to technical support through workshops and collaborations with MDA & MRCS

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

NONE

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

YES - I am the Agricultural specialist for Nantucket land bank.

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Jeanette Topham
29 Hummock Pond Road
Nantucket, MA 02554

Dear Jeanette:

Our records indicate that your term expires June 30, 2025 for your seat on the Airport Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 4, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature

RECEIVED

APR 23 2025

NANTUCKET TOWN ADMINISTRATION



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

MAY 16 2025

Please return this form to the Town Administration offices by the advertised due date. **NAUTUCKET TOWN ADMINISTRATION**
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: WALTER S. FLAHERTY

Home Phone: 508-228-5555

Mailing

Address: 69 MIACOMET AVE

Alternate Phone: 508 228 8272

Email Address: HELLWOOD@VERIZON.NET

Date Submitted: 5-16-2025

REQUESTING APPOINTMENT TO: AIRPORT COMMISSION

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? YES
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission? YES

WORKED AT CAPE AIR FOR 24 YEARS
ATTENDED MEETINGS FOR 8 YEARS REPRESENTING
CAPE AIR. LEAD STAFFER FOR BLUE ANGELS SHOW.
ON SELECTION COMMITTEE FOR HIRING

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

MY 24 YEARS AT THE AIRLINES AND
PRIOR INVOLVEMENT WITH THE COMMISSION
MEETINGS

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? YES

KRISTIE FERRANGELLA

HOUSING DIRECTOR

Walter Flaherty
69 Miacomet Ave Nantucket Ma
5082288272
Helllwoooo@verizon.net

Education

- [High School 1970]
- Labor Guild of Greater Boston
- [Attended Massasoit Comm College through Verizon for Communications
-

Experience

[JOB TITLE 1] | [VERIZON] | [1970] – [2009]

Verizon Lineman Boston , 1970-1975

Coin Dept(payphones) Boston Ma 1975-1978

Nantucket, Various Work Union work Titles 1978-2003

Moved into a Supervisor position 2003-2009

Managed Construction Dept for Cape & Islands

Managed up to 30 employees with an annual Construction budget of \$7,000,000.00

And a payroll of approximately \$3,000,000.00

Retired May 2009

CAPE AIRLINES – 1988-2012

- [Customer Service Agent, Ramp Agent
- Lead Supervisor for JetBlue Operations, which included
- Training new employees with Ticket Reservation system and Airplane Ground operations.
- Ramp Manager for Cape Air
- Assistant Station Manager Cape Air
- Retired in 2012

Steamship [2012-2018]

Dock worker with Commercial Driver's License,

Lead Agent /Operation of Loading Vehicles on boat

Ticket Agent/Making Computer Reservations for passengers and Vehicles

Skills & Abilities

COMMUNICATION

- Computer Knowledge with
- Excel, Word, Power Point

LEADERSHIP

- [Attended Airport Commission meetings for eight years as a Liaison for Cape Air
 - in Charge of 50 Volunteers for Blue Angels Show on Nantucket
 - Past member of Rotary Club Nantucket, Nantucket Grange
 - Nantucket Park& Rec Commission for 10 years, 3 years as the Chairperson
- Executive Board Member for IBEW Boston Local Union 2222 Representing over 11,000 employees
- Treasurer and member of Independent Order of Odd Fellows Nantucket
- Verizon Manager



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

MAY 16 2025

NANTUCKET TOWN ADMINISTRATION

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Michael Leavitt

Home Phone: 617-935-6000

Mailing Address: 41 Chuck Hollow Rd,
PO Box 356, Siasconset, MA 02564

Alternate Phone: _____

Email Address: mleavitt@windlassco.com

Date Submitted: 16/May/25

REQUESTING APPOINTMENT TO: Airport Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended the Zoom meetings, but not in-person meetings. I routinely read the minutes.

I have worked in the aviation industry for 40+ years, am a full-time Nantucket resident and user of the airport, and wish to contribute to its efficient operation and growth.

I am prepared to commit to monthly and potentially more frequent meetings, and to review materials prior to each meeting so that I am informed and ready to discuss items on the agenda.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have 40+ years experience consulting to aircraft users and managing businesses providing services to aircraft operators, FBOs, airlines, government and aircraft users including weather information (to aviation and municipalities), flight planning, management of corporate jets and aircraft charter brokerage. I've managed businesses with 100+ employees and had P&L responsibilities for \$50mm+ organizations. I am an inactive pilot who has flown aircraft to/from ACK. Today I also co-manage a \$1bn+ private equity fund.

I believe my business, management and financial experience - especially those involving aviation can bring relevant skills to management of the airport's operations, budget and planning.

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Partner (Howard Matz) is a member of the Capital Program and Solid Waste committees.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Kerry C McKenna

Home Phone: 201.638.2833

Mailing Address: 41 Old South Rd, #325, 02554

Address: Kcmckennack@gmail.com

Work Phone: 201.638.2833

Email Address: Kcmckennack@gmail.com

Date Submitted: 5/1/2025

REQUESTING RE-APPOINTMENT TO: Board of Health

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Attendance: In the 3 years I have served I missed 1 meeting.

Why continue: Over the past years the Board is more openly addressing the mental health needs of our community; a topic that was primary for me when I applied. The Board is also taking a broader look at regulations and variances and their impact on the environment and the health of our town.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Insights: My experience in working in systems change has taught me to have an open view in discussions and planning. That adaptability develops questions that can lead to positive change, growth and the exchange of ideas and information.

Helped: I bring knowledge across wide areas, experience working in systems and the sincere desire to work with our community to improve the physical and mental health of our residents and visitors.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. My wife, Veronica Bulcik, is a member of the Council for Human Services and Contract Review Committee.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

Endorsed by the Select Board April 26, 2006.





**TOWN OF NANTUCKET
BOARD OF HEALTH COMMITTEE INTEREST FORM**

For Appointment by the Select Board

MAY - 9 2025

Please return this form to the Town Administration offices by the advertised due date.

Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: <u>Louisa Lindgren</u>	Home Phone: <u>917-359-2916</u>
Mailing Address: <u>4 New Mill St, Nantucket, MA 02554</u>	Alternate Phone: <u>917-359-2916</u>
Email Address: <u>louisa.lindgren06@gmail.com</u>	Date Submitted: <u>May 9, 2025</u>

REQUESTING APPOINTMENT TO BOARD OF HEALTH

(Pursuant to Chapter 46 of the Acts of 2010: "Three of the 5 members shall be, whenever possible, health care professionals or environmental professionals. If no such health care professionals or environmental professionals are available to serve, residents of the town may be appointed to these positions." This has been interpreted to mean full-time residents of the Town (not seasonal or part-time), per Town Counsel Opinion.)

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Since becoming a full-time resident of Nantucket I have regularly watched Board of Health meetings.

I am interested in the Board of Health because as a full-time resident of Nantucket I am passionate about the community and the health of this Island for its current population and future generations. Nantucket and its residents and visitors experience a unique climate and community that can put intense strain on the health and wellbeing of the people and the island itself. I believe that my experiences and skillset would bring a depth of knowledge that would complement the existing experience of members on the Board. My skillsets would help ensure efforts are in place to address the evolving needs of the population.

If appointed I would be dedicated to ensuring my presence at all meetings in person in accordance with the meeting schedule of the Board of Health.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I obtained a Master of Public Health from New York University's School of Global Public Health, with a concentration in Public Health Policy and Management. This educational background has provided me with the skills needed to analyze, write, implement health policy and along with evaluating and managing regulations to create positive outcomes for communities.

My work experience as a Project Manager II at Fidelis Care makes me well suited to understanding the health needs of

Nantucket's population. During my time at Fidelis Care, my role was to identify health care gaps in populations across New York State and develop programs with Clinical Directors at the company to address these care gaps by increasing access to quality care based on their needs. As Project Manager I ensured our programs were maintained with integrity to achieve specific health care goals for our members.

In my current role as Project Manager at Nantucket Cottage Hospital, I have gained experience in analyzing our patient's health data to identify and solve ways to address care gaps across diverse subsets of our patient population that are unique to Nantucket. These experiences have reinforced my critical decision-making through adjusting clinical workflows by financial and operational impacts. Through partnership with clinicians, I have helped to implement these workflows with the goal of increasing access to care and quality of care.

If appointed to the Board of Health, I would strive to gain a deeper understanding of local public health issues and to address and solve problems commonly faced by our community. Through a position on the Board of Health, and as an active community member, my aim is to increase health status through public health efforts across the Island. I am confident that my critical evaluation skills and decision-making background can support this community and serve to facilitate rulings in meetings that support the common good.

If appointed to the Board of Health, I intend to secure a partnership with Nantucket Cottage Hospital to increase the volume of PFAS blood tests ordered and completed by our population. This partnership would provide us with the data necessary to ensure we continue to respond to our Island-wide crisis proactively. The expanding issue of PFAS contaminated water sources are a reality which is poised to pollute our island and its inhabitants for years to come. We need to address this issue to protect our population from an impending future of medical issues. In tandem with this effort, educating the community is essential to reach as many people as possible, and offering accessible testing is imperative to support the future of our Island. While the town and Board of Health have made great efforts and progress to test the water across the Island, minimal efforts have been made from a medical perspective on managing this issue. From my experience at Nantucket Cottage Hospital, it is not normal practice for PCPs to order a blood test for PFAS, yet they are covered by most insurances. By implementing both testing efforts and education efforts, we can ensure our population is prepared in the event they have high levels of PFAS in their blood. They can seek guidance from a medical professional and properly take the next steps in managing their care.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

Neither I, nor immediate family members are appointed to any committees by the Select Board, local agencies, or non-profits.

Neither I, nor immediate family members are employed by, or receive financial consideration from the Town of Nantucket.

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TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED

MAY 16 2025

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Caroline R. Baltzer Home Phone: 617-438-7501

Mailing Address: 66 Hulbert Ave Work Phone: _____

Email Address: Caroline.Baltzer@gmail.com Date Submitted: 5/14/25

REQUESTING RE-APPOINTMENT TO: Capital Program Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?
- I have attended all Capcom meetings since I was appointed.
- I greatly value the lenses used by this committee to understand the relative merits of the Capital projects and the careful way the committee members examine each request. The committee's work uses both the broadest and the most detailed views to make their decisions. It is very satisfying to work this way with a group of people in support of the Town and its residents. I enjoy contributing in this way.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?
- My doctoral-level training and research in creating treatment models has been helpful in the Capcom's recent discussions of our ROR system as we tighten our decision-making/tracking system up. My more recent experience as a project manager on Nantucket has also given me familiarity of building projects & costs.
- I am in a learning curve period having started less than 5 months ago on the Capcom. I have made a point of talking to other members of the Capcom to accelerate my learning curve, but I know when to defer.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am a member of the Town Council Study Committee. My mother & I are members of the NTA.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No.

Endorsed by the Select Board April 26, 2006.

Caroline

Caroline R. Baltzer, Ph.D.
617-438-7501

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Barbara A. White
PO Box 1251
Nantucket, MA 02554

Dear Barbara:

Our records indicate that your term expires June 30, 2025 for your seat on the Cemetery Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

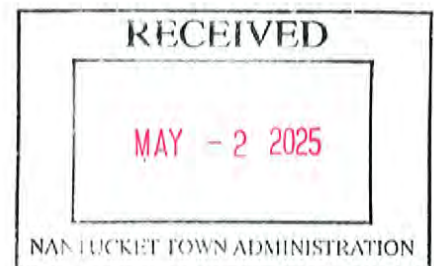
Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 4, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Jascin Leonardo Finger **Home Phone:** 508.257.9719

Mailing Address: Box 350 Siasconset, MA 02564 **Alternate Phone:** 508.332.9121

Email Address: ericandjascin@verizon.net **Date Submitted:** May 12, 2025

REQUESTING APPOINTMENT TO: Cemetery Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended a few Cemetery Commission meetings. I have been actively engaged in the conservation of historic stone monuments at Prospect Hill Cemetery for approximately 20 years. I began the process with training from a stone conservator who was conducting work for the Maria Mitchell Association's Mitchell House with CPA funding. We created a workshop to train others in our community. Since then, I have led one training workshop each June, teaching others how to properly care for the stone monuments of their families. I also worked with the Girl Scouts to clean the Veteran's stones at Prospect Hill. As an island historian, I am uniquely qualified to serve on this committee as I bring not just the understanding of our island's history but the knowledge of conservation of the cemeteries and their monuments. I am aware of the monthly schedule of the Cemetery Commission and I am easily able to meet this time and additional ones as needed.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

As a committed preservationist, island historian, and one with training and practicing in stone monument conservation, I bring a unique skillset to the table and can provide new insights into the preservation of our historic and active island cemeteries.

I hope to help continue the excellent oversight and work that the Commission has been carrying out while also bringing my own experiences, including hands-on experiences, and contacts to the Commission and the Town.

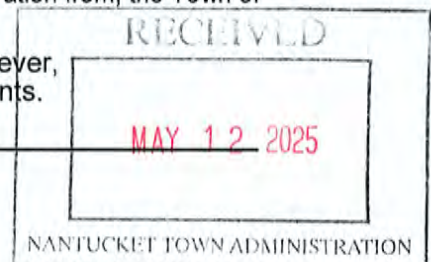
Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am a member of the citizen committee that once was known as the Historic Structures Advisory Board. I am the Vice President of the Coffin School Trustees.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

I am not employed by the town, nor is any family member. However, both the Coffin School and MMA have received CPA funding grants.





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED

MAY 15 2025

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Joanna Roche

Home Phone: 413 441-4531

Mailing Address: 3 Vestal St. POB 3772

Work Phone: _____

Email Address: jroche@mariamitchell.org

Date Submitted: 5/15/25

REQUESTING RE-APPOINTMENT TO: CRAC

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I regularly attend CRAC meetings + contribute to the conversation regularly. I think I have a valuable perspective on finance and understand the big picture.

I think this an important topic for the community + that I am a good ambassador.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I bring an operational understanding of how programs/capital programs are financed. I have been regularly prompting discussion on creating a large framework for a financial strategy — stabilization fund, revolver, grants etc.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

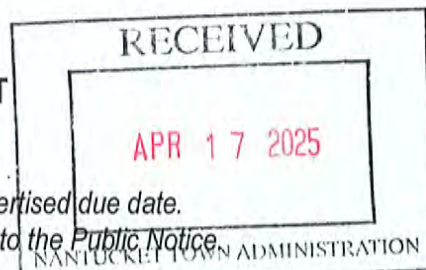
FINCOM + CRC — I serve on both

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Seth Engelbourg

Home Phone: (617) 584 - 0322, Cell

Mailing

Address: 60B Hooper Farm Rd, Nantucket, MA 02554

Work Phone: _____

Email Address: sengelbourg17@yahoo.com

Date Submitted: 04/17/2025

REQUESTING RE-APPOINTMENT TO: Conservation Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Over the course of my two terms (six years), I have missed less than ten meetings. I have been actively involved for the first four years as a Commissioner, one year as Vice Chair, and this past year as our current Chair.

I wish to continue serving on the Commission to continue protecting our wetland resource areas, modernizing our regulations/policies, and upholding the value of open space for our community.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I am one of two current Commissioners with an environmental conservation background and the only with a graduate degree. I have worked on island for the past nine years at a non-profit organization dedicated to conservation. Additionally, I was the first Commissioner ever in Nantucket's history to complete the Massachusetts Association of Conservation Commissions (MACC) Fundamentals Training Certificate. Recently, MACC has selected me to be an instructor for one of their courses, Fundamentals Unit 203. As the longest serving sitting Commissioner and current Chair, my knowledge and experience with the regulations and permitting process are unmatched.

During my time on the Commission, I have helped update our regulations and improve our policies, which has streamlined application review and cut down on meeting length. I have also remained steadfast in protecting our wetland resource areas according to the performance standards and implementing robust permit conditions that allow projects to proceed in compliance with the regulations. Finally, I have always treated all applicants with respect even when we disagree.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Employed by Linda Loring Nature Foundation, member of Nantucket Biodiversity Initiative

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

RECEIVED

MAY - 2 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: MICHAEL V. MISURELLI

Home Phone: 508-228-8564

Mailing
Address: 3 SUNSIDE DRIVE

Work Phone: 508-221-0175

Email Address: MAZZ4@ICLOUD.COM

Date Submitted: 4/25/25

REQUESTING RE-APPOINTMENT TO: CON COM

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission? *HAVING COMPLETED MY FIRST 3 YEAR APPOINTMENT I WOULD LIKE TO CONTINUE FOR ANOTHER APPOINTMENT. CONSERVATION COMMISSION IS SOMEWHAT COMPLEX YET REWARDING. I BELIEVE I HAVE PUT IN THE TIME AND WORK TO LEARN THE PROCEDURES AND ANOTHER APPOINTMENT WOULD BE BENEFICIAL IN MY OPINION.*

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

COOPERATIVE WITH TOWN STAFF

ENGAGING AND COURTEOUS WITH FELLOW COMMISSIONERS

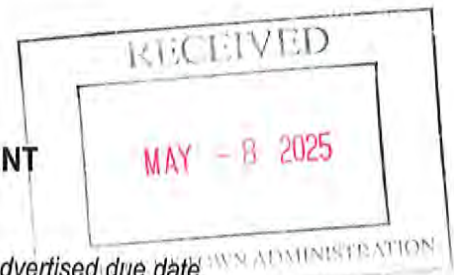
MY BACKGROUND OF OVER 30 YEARS ON NANTUCKET IN HORTICULTURE AND THE TRADES HAS VALUE AS WE UNDERTAKE N.O.I's. LASTLY PARTICIPATION IN MANY PROCEDURES OUTSIDE OF N.O.I's AND SUB COMMITTEE TO NPROC

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. *NONE*
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? *NO*



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Joseph W. Plandowski

Home Phone: _____

Mailing

Address: 10 Thistle Way, Nantucket

Work Phone: cell 847-840-3077

Email Address: jwpmail@gmail.com

Date Submitted: May 4, 2025

REQUESTING RE-APPOINTMENT TO: Conservation Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?
 - 100% Attendance; 0% Recusals; No conflicts of interest.
 - Conservation is critical with global warming on the horizon and the continuing challenges of growth on Nantucket, including impact on beaches, wetlands, residences and commerce.
 - Conservation Commission requires a great deal of study, learning and thought to become expert by patience for this work. I have that patience and ability to learn.
 - Toward that end, I completed Massachusetts' "Fundamentals for Commissioners" training program to become versed in Massachusetts' wetland regulations.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?
 - Have technical (BS in Mechanical Engineering) and financial (Masters in Business Administration) degrees from the State University of New York.
 - In addition, managed small and large organizations in the US and Canada at senior levels (VP and CEO) and co-founded two companies.
 - A full-time year-round resident interested in assuring the island's wetlands are not harmed.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
 - Member of Nantucket's Conservation Commission
 - Member of Nantucket's Cannabis Advisory Committee
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
 - No



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

APR 28 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

TOWN ADMINISTRATION

Name: Suzanne Keating

Home Phone: 508. 781. 1283

Mailing Address: P.O. Box 3699 Nantucket MA 02584

Work Phone: 508. 781. 1283

Email Address: suzannekeating3@gmail.com

Date Submitted: April

REQUESTING RE-APPOINTMENT TO: the Council for Human Services

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? 90% or more
- Why do you want to continue serving on the committee/board/commission?

I am committed to improving and maintaining the quality of life for Nantucket's year round residents. After learning about the history of CHS and CRE, we are in the process of improving the Grant process and applications, and I want to be a part of that.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

My regular attendance has helped me to stay aware of next steps in the Council's growth. I ask questions that help clarify issues. When reviewing the rubric presented by the Human Service Director, I offered language that was welcomed by members of both CRE & CHS. I volunteered to be on the Evaluation Committee for the Community Needs Assessment. We are beginning the evaluation process as I respond to this question. I bring past experience on committees and Boards, namely Habitat for Humanity, Nantucket Children & Family Services and Big Brothers, Big Sisters.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

None that I know of.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED

MAY 1 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

NANTUCKET TOWN ADMINISTRATION

Name: Amanda B. Wright Home Phone: 617-515-0546
Mailing Address: P.O. Box 1132 Nantucket, MA 02554 Work Phone: _____

Email Address: amandabreslinwright@gmail.com Date Submitted: 4/27/25

REQUESTING RE-APPOINTMENT TO: Council for human services.

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have attended the majority of the meetings held.
The Committee is doing a lot of great work to looking into working close w/CRC. I am very passionate about health & human services and want to continue in this role and help the group make more things happen. What part of the GPS says I want to help w/ new story being done in fall.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I am collaborative, reliable & motivated to work on health & human service issues. I was the Clinical Director at Fairwind running crisis & now am working at additional locations & Cape Cod area doing hospice. I feel like I have helped with the mission and have a lot more to offer based on my work & volunteer experience.

Potential Conflicts of Interest

mental health & health issues are key in Nantucket

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Joe Wright - father - Finance Committee, Bethany Wright - Board of NCH

Amanda Wright - advisory council - NCH

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

no

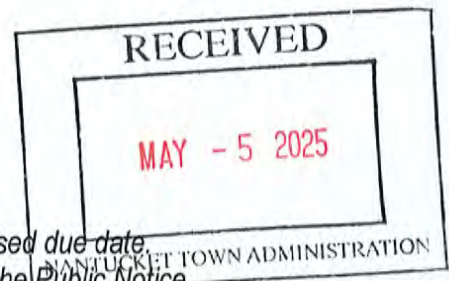
Hope to help committee seek more funding from town to grant

Endorsed by the Select Board April 26, 2006.

money to help non profit services given our political climate & lack of grants/funding opp



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Tara Restieri

Home Phone: 914-646-2233

Mailing

Address: 74A Madaket Road Nantucket, MA 02554

Alternate Phone: _____

Email Address: Tara.restieri@gmail.com

Date Submitted: April 28, 2025

REQUESTING RE-APPOINTMENT TO: _____ Council for Human Services _____

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have been appointed to the Council for Human Services (CHS) since April 2022. I have been extremely consistent in attendance both in-person and via remote Zoom. I believe that I have only missed one meeting since my initial appointment in April 2022.

I continue to believe in the mission of CHS and would very much like to continue in my role as a member. In fact, as a part of CHS I have become MORE committed to the work being done through the Department of Human Services (DHS) and my ability to be a contributing member of CHS. I feel that I have made important contributions to the Council and would like to continue to do so.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills or insight?

Since retiring from teaching in 2016 have given my time and life to civic service. I now have more than eight years of experience as a municipal Board member of Human Services in both Massachusetts and Connecticut. I understand the issues that are important to the residents of Nantucket, clients of DHS, and believe that I continue to be uniquely qualified to serve on CHS.

- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I believe that I have made several contributions to CHS. I am an active participant in discussions and have been able to share insight from eight years of past experience in Human Services. I feel that I have uniquely been positioned because I have been on CHS Boards in both CT & MA. My tenure in CT CHS has allowed me to share such experiences in strategic planning, needs assessments and relationship and evaluation of participating community partners for CHS. I would really like to continue this work with CHS.

Potential Conflicts of Interest

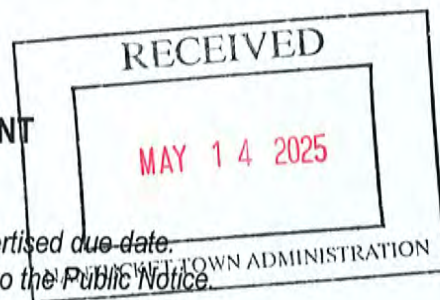
- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Debora Goudemond

Home Phone: 484-678-2346

Mailing Address: 6 Mioxes Way, Nantucket 02554

Alternate Phone: _____

Email Address: goudemond5467@hotmail.com

Date Submitted: 05/14/2025

REQUESTING APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have not yet attended a meeting of the committee.

I am interested in the Council as I would like to have a deeper understanding of the needs of the residents of Nantucket so as to assist and add value to the lives of those who call the island home, whether they be the youth, differently abled or the elderly.

I am prepared to commit to the meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have been fortunate to raise a family that includes a neurodivergant child and have had to navigate many issues in this regard. I feel that this has made me both patient and focused on tasks at hand. Additionally, I have lived and operated in South Africa and Europe as well as the USA and appreciate both the advantages and challenges that diversity brings. I would appreciate the opportunity to help the Council identify areas that are of benefit to the community and assist in bringing identified projects to completion by exercising a curious and supportive mindset.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

None



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

MAY 1 2025

Please return this form to the Town Administration offices by the advertised due date. TOWN ADMINISTRATION
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ^{"TONY"}
ANTHONY WALSH

MOBILE
Home Phone: 215-370-0024

Mailing
Address: 40 POCHICK AVE

Alternate Phone: _____

Email Address: ackartist@yahoo.com

Date Submitted: May 1, 2025

REQUESTING APPOINTMENT TO: COUNCIL ON AGING

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? - NO
- Why are you interested in this committee/board/commission? SEE ATTACHED STATEMENT
- Are you prepared to commit to the meeting schedule of the committee/board/commission? YES

SEE ATTACHED STATEMENT

AF Walsh

Relevant Experience

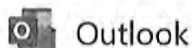
- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

SEE ATTACHED STATEMENT

AF Walsh

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. NONE
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO - I SERVED TWO(2) THREE YEAR TERMS WITHOUT COMPENSATION - NON RESIDENT TAX ADVISORY COM.



COA Application. May 1, 2025

From Tony Walsh <ackartist@yahoo.com>

Date Thu 5/1/2025 11:36 AM

To The UPS Store #5207 <store5207@theupsstore.com>



CAUTION! This email originated from outside of the organization. Please do not open attachments or click links from an unknown or suspicious origin.

New Applicant, Council on Aging
Town of Nantucket

Anthony Walsh
40 Pochick Ave
Cell#. 215-370-0025
Ackartist@yahoo.com

This statement is attached to and supplements the Committee Interest Form, Town of Nantucket.

I am qualified for COA by my life experience.

(1) I took my wife of 54 years through 18 years of Parkinson's Disease keeping her at home until the last breath with minimal home help. We lived alone throughout, the children grown and scattered in no position to help. I closed my legal practice to be her constant caregiver and experienced and witnessed both the depression and satisfaction that comes to a caregiver and patient alike.

(2) I experienced both the benefits and limitations of home health care, too often poorly paid with minimal training freely substituting without warning. The home health care available in Nantucket in 2019 was a remarkable cut above Bryn Mawr, PA. Through Alice Daniels and Nantucket Home Health Care, I was able to secure at home in Surfside four hours of caring support for my wife on Tuesday and again on Thursday, just enough to refresh my mind. They had my wife walking out on Weweeder. I have videos of her walking from the kitchen laughing with her aide close at hand in November 2019. Why did I ever leave the island to face COVID?

(3). During my wife's life time, we did not register as residents of Nantucket, although we split time evenly between Bryn Mawr PA and Surfside. I have now been here continuously ten months as a resident with no intention to leave. I returned to Nantucket in June 2024 with the intent of selling the Surfside house that had remained empty ...emotionally...since my wife passed four years before. I discovered I was happier here and could not, would not sell. I did the winter of 2024, loved it and recovered old friends.

(4) More important to this application, I discovered the wide support for the aged that marks Nantucket a special community beginning with Elder Services of Cape Cod and the Islands but greatly enhanced by the churches, the restaurants donating food and resources, the Rotary Club, Thanksgiving Day at the American Legion Post, so many individuals and families, endless names of volunteers who deliver services. I was not alone at Christmas, a family delivered dinner from the SeaGrille and stayed with me for an hour. I bought my fishing rod from Barry

Thurston in 1990; now he delivers a meal to me on Tuesday. Barry is older than I am; it is time I give back.

(5). I practiced law for 40 plus years in Philadelphia after three years as a Lt, USN on board a DE and as instructor at the NAS Pensacola during the Vietnam War. I served as Board President of the Clean Air Council in Philadelphia and ten years with the American Lung Association of Southeast Pa, NJ and Delaware, three years also as their Board President. I have three children and ten grands spread from Virginia, through PA and New Jersey. My late wife was a Nantucket Barnard who loved the island and spent many happy hours at Saltmarsh but she wanted at the end to be with over 90 of the Barnard name in the Quaker cemetery beside Longwood Gardens, PA. During her years here, I served without compensation two terms on the Non-Resident Tax Committee of Nantucket.

(6). With my life experience and some surface understanding of the needs of the aged and the many resources here, I would like to lend a hand to others so situated and hopefully learn more, and deliver more, to our diverse aged groups.

Submitted May 1, 2025
Anthony Walsh. (Tony)
Ackartist@yahoo.com
215-370-0024

A handwritten signature in black ink that reads "Anthony Walsh". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Robert M Kucharavy

Home Phone: 315-415-5670

Mailing Address: 23 S Cambridge Street, 02554

Work Phone: 315-415-5670

Email Address: rmkucharavy@gmail.com

Date Submitted: 4/29/25

REQUESTING RE-APPOINTMENT TO: COA

Reasons for Committee Interest

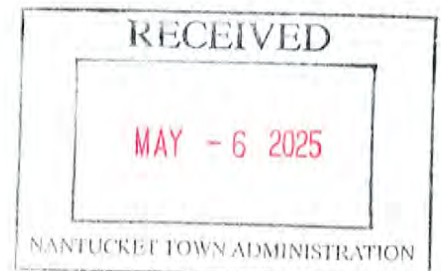
- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

90% attendance at monthly meetings. I'm extremely interested as a senior in senior affairs. I also sit on the board of Elder Services of the Cape and Islands and coordinate special programs for NHA specifically for seniors both on the Island and on the Cape.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I bring a background in communications and strategic planning. I use these skills to help the Council on Aging meet its goals. Given the current political climate on the state and national level, funding for senior programs could be cut, so it is important that seniors have a voice and stand up for the programs that are necessary for them.



Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I sit on the board of Elder Services of the Cape Islands which gives me a broad view of what is happening to senior programming.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? I do not receive any financial consideration from the town of Nantucket.



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Enn Lynch

Home Phone: 508 577 5057

Mailing Address: 39 Somerset Rd Nantucket

Work Phone: " "

Email Address: enn@tuckedinelldercare.com

Date Submitted: 4-30-2025

REQUESTING RE-APPOINTMENT TO: Council on Aging

Reasons for Committee Interest

- 1 • What has been your level of attendance at committee/board/commission meetings?
- 2 • Why do you want to continue serving on the committee/board/commission?

1. 90% - due to time of meeting, at times it interferes with childcare if I don't have a sitter.
2. I continue to be passionate when it comes to caring for our senior community. Senior care advocacy & support will remain a priority of mine. I'd like to continue to serve the TON in this capacity.

Relevant Experience

- 1 • What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- 2 • How do you feel you have helped the committee/board/commission in its goal(s)/mission?

1. as a gerontologist and working in the field of gerontology for 17+ years, it allows me to offer my expertise, when appropriate. It's my hope to see the COA more active and be of greater support to the TON in addition to the main goals (senior expo + senior of the year).
2. I offer my support and was on the Senior Expo committee. I would like to be more involved in the grant funding side, when helpful (ex. transport funding).

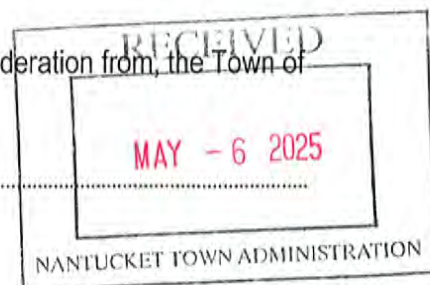
Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

N/A

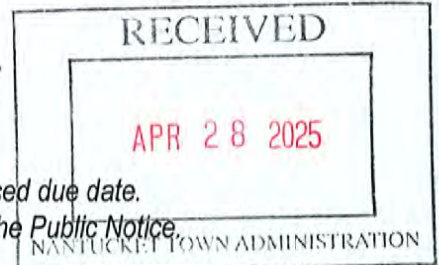
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

N/A





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Kelsea Gray

Home Phone: 713-822-6888

Mailing Address: 11A Witherspoon Dr

Alternate Phone: 774-487-0742

Email Address: graykelsea@gmail.com

Date Submitted: 4/28/25

REQUESTING APPOINTMENT TO: COA open seat

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended a couple COA meetings in the past, both as a guest speaker and an observer. I think that the Council on Aging is an essential part of every community and see it flourishing on the Cape. I believe that being on the board would be a great way to better understand the needs of elders in our community, advocate for gaps that I see every day through my work, and help brainstorm ideas for improving wellbeing of all island elders. While the socialization piece is so real and important- ie Salt Marsh, Senior of the Year, etc- I believe strongly that we should be outreaching to all elders, many who are homebound and need support at home.

Yes, I will be able to attend all scheduled meetings

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I am a Nantucket native who never expected to still be here as an adult. I am glad to be here and give back to the community. I believe that my work as a registered nurse in home care, hospice, and public health brings a unique perspective, as we truly see the most vulnerable clients in the community in their own homes. I would love to see my time on the board spent sharing the care gaps that I see everyday, and brainstorming how we, as a community, could work to improve these and move forward.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
Employed by Visiting Nurses Association of Cape Cod
President of board for Friends of Nantucket Public Schools
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
No

Erika Mooney

From: Abby Camp <abigailcamp@comcast.net>
Sent: Tuesday, May 13, 2025 3:48 PM
To: Erika Mooney
Subject: Re: Committee re-appointment

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.

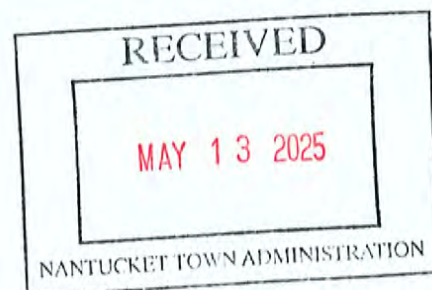
Erika
Thank you for reminding me!
I think for now I e got my hands full so will not be reapplying.
Best,
Abby
Sent from my iPhone

On May 13, 2025, at 3:08 PM, Erika Mooney <EMooney@nantucket-ma.gov> wrote:

Hi Abby:
I wanted to follow up and see if you planned to request re-appointment for your seat on the Council on Aging. I had mailed out letters and applications on 4/17; hopefully you received yours. If you would like to apply for re-appointment, please fill out the attached committee interest form and email back. Or, if you don't wish to apply, just reply to this email and let me know. Please note that the deadline is this Friday, May 16 at Noon. Thanks!

Erika

Erika D. Mooney
Operations Administrator
Town of Nantucket
16 Broad Street, Room 113
Nantucket, MA 02554
508-228-7266

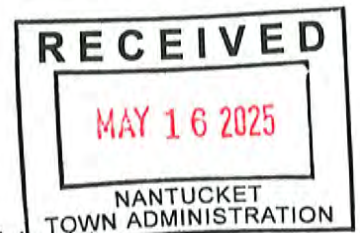


This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

<Application INCUMBENT.pdf>



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Diane Flaherty Home Phone: 508-221-5399

Mailing Address: 69 Miacomet Ave - Nantucket Alternate Phone: _____

Email Address: dianemariereis@verizon.net Date Submitted: 16 May '25

REQUESTING APPOINTMENT TO: Council on Aging

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I was a member of Council on Aging several years ago, and did not run for a second term because of other commitments. I now feel that I have the time that it takes to be on this board. Also, it was one committee that I felt was very productive.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I was on the Council of Aging several years ago, so I do know some of what they do and their policies. Being one of the senior citizens I would like to contribute to the COA's mission of identifying the needs of the community, developing programs that have a direct impact on senior residents.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

daughter Kristie Ferrantella, Municipal Housing Director for Nantucket



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED

MAY 14 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Barbara Tibbetts

Home Phone: 978-764-5033

Mailing Address: P.O. Box 3124
Nantucket, MA 02584

Work Phone: same

Email Address: barbara.st64@hotmail.com

Date Submitted: 5/12/25

REQUESTING RE-APPOINTMENT TO: Cultural Council

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? 95%
- Why do you want to continue serving on the committee/board/commission?

I really enjoy working w/ Shantaw developing our cultural endeavors for Nantucket.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I am involved in the community with several businesses along with The Nantucket Book Festival. I feel the insight while talking with individuals in town helps me to be able to add insight into the views of our town and what they enjoy.

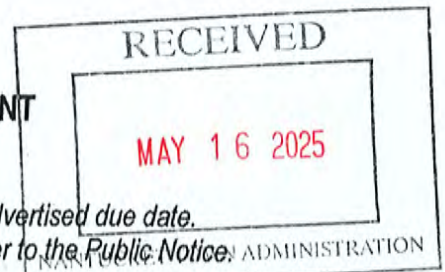
Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. N/A

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.

Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Bethany Oliver

Home Phone: 774-236-9944

Mailing Address: 2 Equator Drive 02554

Work Phone: 11

Email Address: oliverbethanyj@gmail.com

Date Submitted: 5/16/25

REQUESTING RE-APPOINTMENT TO: NCC

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I think I've attended nearly every meeting. I think it's a valuable resource for the community and I'm happy to be part of it.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I think my knowledge of the arts + culture community on the island has been valuable.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

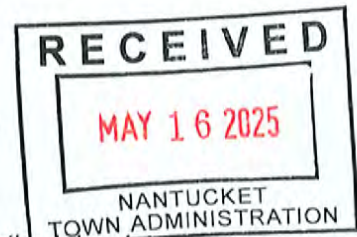
Theatre Workshops of Nantucket

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Sarah Ellis

Home Phone: (917)816-4642

Mailing Address: 7 Silver Street Nantucket MA 02554

Work Phone: _____

Email Address: ellis368@gmail.com

Date Submitted: 05/16/25

REQUESTING RE-APPOINTMENT TO: Nantucket Cultural Council

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I greatly enjoy serving on the Nantucket Cultural Council. I have missed a few meetings due to illness over the last couple of years. I very much like working with the other Council members and especially enjoy being able to actively support our local cultural groups through our grant process.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Having served on the Council for a number of years now, I feel that I have been able to help my fellow Council members to screen the grant applicants that are familiar to the Council and to encourage those applicants that are new to the process, as well.

I feel that being on the Nantucket Cultural Council is truly a group endeavor and that I am simply one of the elements that works with my fellow Council members to foster cultural outreach and experience on island.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Sconset Chapel

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No. _____

Endorsed by the Select Board April 26, 2006.



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT**

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: MARTIN MCKERROW Home Phone: 508-228-2583

Mailing Address: 106 W. CHESTER ST. Alternate Phone: 646-202-3907

Email Address: MMCKERROW Date Submitted: 5/12/2025

REQUESTING APPOINTMENT TO: FINANCE COMMITTEE

Reasons for Committee Interest - PLEASE SEE ATTACHED PAGE

- Have you ever attended a meeting of the committee/board/commission? NO
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

NONE

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO

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MAY 12 2025

NANTUCKET TOWN ADMINISTRATION

Town of Nantucket
Committee Interest Form

Addendum

Reasons for Committee Interest:

The Finance Committee is a critical link in the Town Governance. I have now been a resident for 19 years and a full-time resident for 8 years and would like to have a participation in that process.

I have been "retired" since 2006 and my volunteer commitments ended within the last 6 month. I am fully prepared to commit to the meeting schedule of the Finance Committee.

Relevant Experience:

As shown in my attached resume, virtually my entire working experience and in many of my volunteer activities I have been involved in financial issues. I have been selected for Treasury or leadership positions in several of my volunteer activities. I believe this is because have a strong ability to identify key issues and offer analysis and suggested resolution, allowing organizations to make better decisions.

As a long-time visitor/homeowner/resident I think I have a strong sense of issues that are critical to the island. I would hope to bring my understanding of island issues and my financial and analytical skills to the Finance Committee. Hopefully leading to more informed recommendations.

Martin McKerrow

106 West Chester St., Nantucket, MA 02554. 508-228-2583 (Home) 646-202-3907 (Cell)
mmckerrow@mac.com

Education:

BA - Kenyon College, English Major, 1964

MBA – Columbia Graduate School of Business 1966, concentrations in Finance & International Business, 1966

Work Career:

Standard Oil Company of New Jersey (Exxon), Financial Analyst, Treasurer's Office - 1966-1968

John Nuveen Corporation – Institutional Financial Sales - 1968-1970

FS Smithers – Institutional Financial Sales -1970-1973

First Manhattan – Institutional Financial Sales - 1973-1976

AG Becker – Institutional Financial Services -1976-1984

Neuberger Berman -1984-2006

- Fixed Income Business Development 1984-1990
- Partner/Managing Director 1990-2006
- Director General BNP/NB Global Asset Management 1992-1995
- Co-Director - Neuberger Berman Fixed Income Management Group -1996-2001
- Director Client Service/Communication. – 2001-2006

Volunteer Experience:

Board Member – New Jersey Chamber Music Society 1986-1990

Bloomfield College 1995-2012:

- Board Member – 1995-1999, 2010-2012
- Board Chair – 1999-2010

Nantucket Community Sailing:

- Board Member/Treasurer 2006-2013
- Board Member/Board Chair 2014-2020

Remain Nantucket – Consultant 2006-2009

Board/Treasurer 850 Park Avenue Corporation – 2004-2017

Nantucket Shellfish Association - Treasurer 2004-2024

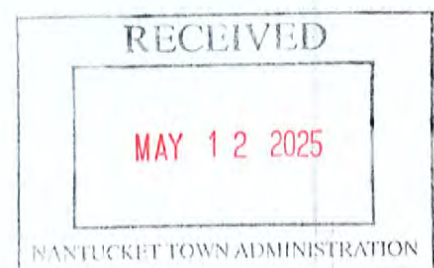
Nantucket Yacht Club – Governor 2013-2019

St. Paul's Church in Nantucket – 2013-2025

- Vestry Member 2013-2019
- Treasurer – 2019-2025

Nantucket Residence History:

- On Island 1966-2025
- Homeowner 1986-2025
- Legal Resident -2006-2025
- Full Time Resident 2017-2025



May 13, 2025

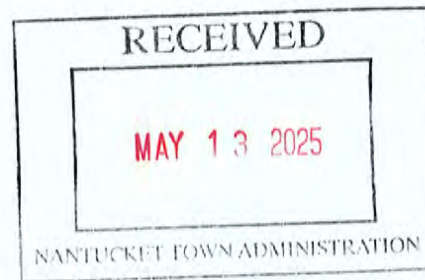
Jill Vieth

12 Okorwaw Avenue

Nantucket, MA 02554

508-221-5115

jsvieth@gmail.com



Requesting Re-Appointment To: Finance Committee

Reasons for Committee Interest:

I am seeking re-appointment for my third term on the Finance Committee, having served since 2019. My commitment is demonstrated through my attendance at over 90% of FinCom meetings, and 100% of Capital Program Committee meetings as the FinCom representative and CapCom Chair, as well as my role on the Town Council Study Committee. Over the past year alone, I have attended more than 60 meetings, reflecting my dedication to municipal governance.

With six years of experience under the guidance of our esteemed Chair, Denice Kronau, I have actively participated in reviewing over 600 Warrant Articles for Town Meeting. My passion for municipal finance, civic engagement, and community connection drives my service. I prioritize thorough research to ensure informed decision-making, enabling the Committee to craft well-considered Motions. My deep understanding of local concerns strengthens FinCom's ability to address the island's evolving needs.

Nantucket faces significant challenges, including infrastructure, housing, mental health, coastal resiliency, environmental and transportation issues. These issues demand Capital investment and clear communication within our Town Meeting framework. I am committed to making this process more accessible to voters while ensuring fiscal responsibility and transparency.

I am eager to continue serving the Finance Committee, contributing to informed decision-making and a sustainable future for our island.

Relevant Experience:

As a year round resident since 2014 and a summer resident since 2003 I am deeply invested in Nantucket's future. My community involvement includes six years on the Artists'

Association board, active membership of the St. Mary's Parish and an active member of the NRSA, where I play a lot of racquet sports and am part of a Committee overseeing facility expansion.

Professionally, I run a design-build business specializing in residential and hospitality clients both on and off island. This gives me hands on practical experience and understanding of project management, budgeting and community needs which I apply to the work we do on FinCom.

I believe my ability to understand the challenges the Town faces combined with familiarity with our processes and protocols will serve the Finance Committee with continuity moving forward.

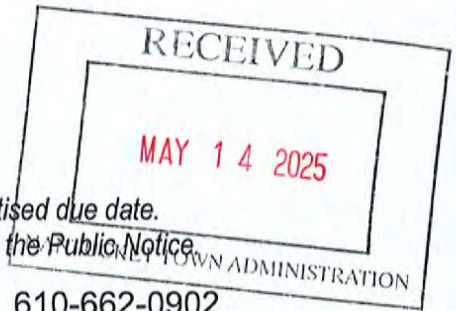
Potential Conflicts of Interest:

As stated previously, I am a Member of St. Mary's and the NRSA. I am in the process of starting a non profit named The Nantucket Fieldhouse to raise funds for indoor recreation purposes to benefit the whole island. I am a founding member and officer but receive no financial benefit.

My husband co-owns pool installation and residential trash businesses and I will continue to recuse myself from related discussions to avoid conflicts. Neither my husband nor I have any financial ties to the Town of Nantucket.



TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM
For Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Anthonie Goudemond **Home Phone:** 610-662-0902

Mailing Address: 6 Mioxes Way, 02554, Nantucket, MA **Alternate Phone:** _____

Email Address: Anthonie.goudemond@hotmail.com **Date Submitted:** 5/15/2025

REQUESTING APPOINTMENT TO FINANCE COMMITTEE

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).)

Reasons for Committee Interest

- Why are you interested in being on the Finance Committee?

I firmly believe in the principles of good governance and effective advocacy. These principles are entrenched in the 'mission of FinCom - Investigating Warrant articles and also providing an oversight of approved, and also planned expenditures. I would like to contribute to the present and the future of our island.

Relevant Experience

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

28 years of senior leadership roles heading global functions in a large, complex multinational. Experience in planning and operationalizing strategic business audits within Siemens AG Executive team and business partner to three CEO's of a \$6 Billion business and have worked through 15 years of strategic planning and budget cycles, including very large business transformations. I have a curious mindset: I ask questions and listen to understand; I know when and how to speak up, and how to collaborate.

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee?
- Have you attended meetings of the Finance Committee and if so how many/how often?

Yes, I am prepared to commit to the schedule

No, I have not attended any of the meetings

Potential Conflicts

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. None at present
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED

MAY 15 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

NANTUCKET TOWN ADMINISTRATION

Name: Chris Glowacki

Home Phone: 508-228-1087

Mailing Address: 4 Spinnaker Circle

Work Phone: 508-825-1384

Email Address: CHRISTOPHER.GLOWACKI@GMAIL.COM Date Submitted: 5/15/25

REQUESTING RE-APPOINTMENT TO: FINCOM

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

It is very rare for me to miss a Fincom meeting.
I want to continue serving on the Finance Committee because I believe it is the place I am best suited for to contribute to the community.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I have an MBA from the University of Michigan and I am the VP of Strategy for the second largest employer in the town.
I think I differentiate myself on the committee by staying very informed on the deliberations of the selected policy-making boards (SB/Planning) to make sure that context is reflected in the Fincom's work.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I will be coming off the board of the Chamber of Commerce this year.
I am employed by Nantucket Cottage Hospital.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

From: [Shelly Lockwood](#)
To: [Erika Mooney](#)
Subject: Re: Review of applications at Select Board
Date: Thursday, June 5, 2025 7:30:55 AM

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.

Hello Erika,

I would like to withdraw my name from consideration for Finance Committee.

Found out a dear friend of mine is also vying for a seat and I don't want to be competition for her.

Thank you so much!

Shelly Lockwood

Shelly

860-200-4139

shellylockwood123@gmail.com

On Mon, Jun 2, 2025 at 1:29 PM Erika Mooney <EMooney@nantucket-ma.gov> wrote:

Hello all:

You are receiving this email because you have applied for appointment/re-appointment for a Town committee. As you hopefully know, this Wed. 6/4, the Select Board would like to hear from applicants who applied for the following committees:

Agricultural Commission

Airport Commission

Board of Health

Cannabis Advisory Committee

Capital Program Committee

Cemetery Commission

Coastal Resiliency Advisory Committee

Conservation Commission

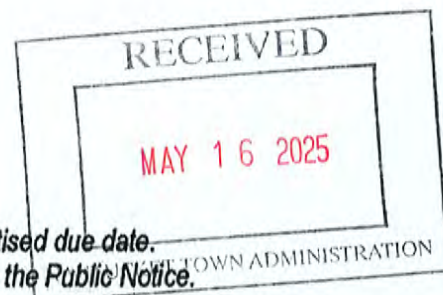
Contract Review Committee, Human Services

Council for Human Services

Council on Aging



TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM
For Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Rick Atherton **Home Phone:** Cell 508 332 9872
Mailing Address: PO Box 3126, Nantucket, MA 02584 **Alternate Phone:** Office 508 228 2366
Email Address: rickatherton@comcast.net **Date Submitted:** May 16, 2025

REQUESTING APPOINTMENT TO FINANCE COMMITTEE

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).)

Reasons for Committee Interest

- Why are you interested in being on the Finance Committee?

See attached.

Relevant Experience

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

See attached.

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee? Yes.
- Have you attended meetings of the Finance Committee and if so how many/how often?

See attached.

Potential Conflicts

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

See attached.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No.
-

Town of Nantucket
Finance Committee Interest Form

Submitted 5/16/25

Name: Rick Atherton

Why are you interested in being on the Finance Committee?

Since I stepped down from the Select Board in 2017 (after serving three terms), I have continued to be interested in our Town government and how it is managed through its elected and appointed Boards. I have followed the proceedings of Town government these past seven years fairly closely.

Seeking appointment to the Finance Committee is a way that I believe I can share my prior experience as both a SB and Finance Committee member: my institutional knowledge of Town government and how it operates is a unique asset. I believe that my time out of office has given me an additional, objective perspective that will assist me, if appointed, in participating effectively in FinCom discussions and recommendations. [Please see attached resume for more detail of my service, both past and present to the Town.]

What experience, skills or insight would you bring to the Finance Committee?

I believe I have demonstrated an ability to work with groups in an open manner. I am always prepared. Adding that approach to the totality of my municipal experience will enable me to assist the Finance Committee in developing recommendations that are fully informed and well considered for the good of the Nantucket community. I will be able to participate without the need for a "learning" curve. I know what questions to ask.

What would you hope to accomplish on the Finance Committee?

While Town government has continued to evolve and grow, many of the same issues remain: education and the overall tax burden are continuing priorities for me.

My family has been involved in the importance of education on the island through our participation with the Friends of Nantucket Public Schools, our daughter's enrollment in the early 1990's, and now with two grandchildren currently students, one at the intermediate school, the other in the middle school. Full funding for the education system has always been essential for keeping Nantucket a true community and not just a resort for visitors.

With the tax burden increasing due to many factors, the Select Board and the Finance Committee will have to pay closer attention so these increases do not force residents on fixed income to move away from Nantucket. Without the year-round community, Nantucket will lose its sense of caring for each other.

Have you attended meetings of the Finance Committee and if so how many/how often?

As a former Finance Committee member and as a former Select Board member, I have attended too many meetings to count. With the advent of Zoom meetings, I continue to watch, while not every meeting, those where the agenda has items of special interest.

Potential Conflicts

• *Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.*

I am an appointed member of the Roads and Right of Way Committee. I am a member of the Nantucket Civic League Board of Directors and the Quidnet Squam Association Board of Directors.

My spouse, D. Anne, is a Board member of the Nantucket Coastal Conservancy. Our daughter, Jenne Atherton, is on the Board of Nantucket Youth Hockey.

EXPERIENCE

NAME: Rick Atherton

OCCUPATION: Manager, small mortgage and real-estate investment company

EDUCATIONAL BACKGROUND (degree/schools)

College: BA, Wesleyan University, Middletown, Connecticut, 1965

Graduate School: Masters in Business Administration (MBA), Babson College, Wellesley, Massachusetts, 1967

Post-Graduate School: Advanced Management Program (AMP), Harvard Business School, 1985

SERVICE ON TOWN BOARDS AND COMMISSIONS (past and present)

Board of Selectmen, 2008 to 2017

Chair, Board of Selectmen, 2011-12, 2013-14, 2014-2015

Chair, Audit Committee

Chair, County Commissioners 2009-10 and 2012-13

Board of Health

Nantucket Community Television Board

Nantucket Economic and Planning Commission (NP&EDC)

Sewer Advisory Committee, 2006

Finance Committee, appointed 1992 and served until election as a member of the Board of Selectman in 2008 (Finance Committee members may not be members of any other Town of Nantucket Boards or Commissions, except as representatives of the FinCom)

Member of the Town Government Study Committee – 2017 through 2021

Select Board Appointed Financial Planning Workgroup 1999

Roads and Right of Way Committee – 2017 to 2025

COMMUNITY AFFILIATIONS

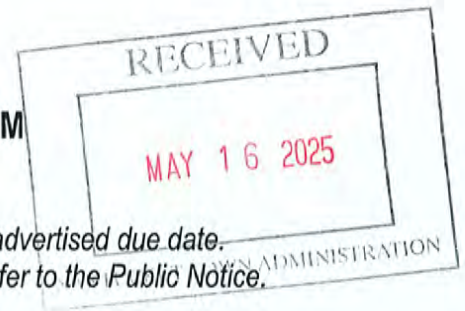
Former Trustee and Treasurer, Nantucket Historical Association

Former President and current Treasurer Nantucket Civic League

LENGTH OF YEAR-ROUND RESIDENCY ON NANTUCKET: 34 years
(seasonal visitor and resident since 1972; full-time resident since 1991)



TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM
For Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Katherine (Kit) Murphy

Home Phone: (617) 833-5103

Mailing Address: P.O. Box 814, Siasconset, MA 02564

Alternate Phone: N/A

Email Address: sconset02564@gmail.com

Date Submitted: May 16, 2025

REQUESTING APPOINTMENT TO FINANCE COMMITTEE

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).)

Reasons for Committee Interest

- Why are you interested in being on the Finance Committee? I served on FinCom previously and I'm interested in doing so once again. I have much more free-time to properly devote to being a member of the FinCom.

Relevant Experience

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

I have 25+ years as a commercial lender (Albany, NY and NYC) and have spent my entire career evaluating proposals and their potential sources of repayment, budgets, etc. Additionally, I've served on a myriad of not-for-profit and for-profit boards, usually as the Treasurer or member of their Finance Committee.

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee? Yes.
- Have you attended meetings of the Finance Committee and if so how many/how often?

Not only have I attended FinCom meetings, I've also attended ZBA, Planning Board, and Select Board meetings. I'm hazarding a guess but I would say I've attended 15-20 meetings/annually at various Nantucket committees, commissions, or boards over the past several years.

Potential Conflicts

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. None.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No.



TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM
 For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
 Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: MATTHEW MULCAHY

Home Phone: (508) 228-4768

Mailing Address: 25 PINEBUSH ST. NANTUCKET, MA 01905

Alternate Phone: (508) 221-6704

Email Address: MATTHEW.MULCAHY@TOWNOFNANTUCKET.MA.GOV

Date Submitted: 05/16/2025

REQUESTING APPOINTMENT TO FINANCE COMMITTEE

(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).)

Reasons for Committee Interest

- Why are you interested in being on the Finance Committee?

Relevant Experience

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

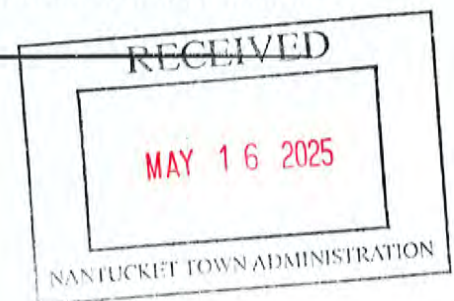
SERVICES ON COMMITTEES PREVIOUSLY 2007 - 2016
PROVIDING FINANCIAL RESPONSIBLE RECOMMENDATIONS TO
BOS. ADMINISTRATION & TAXPAYERS

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee? YES
- Have you attended meetings of the Finance Committee and if so how many/how often? YES - 2007 - 2016

Potential Conflicts

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. N/A
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? N/A





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED

MAY - 8 2025

Please return this form to the Town Administration offices by the advertised due date. TOWN ADMINISTRATION
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Constance Patten

Home Phone: 413-537-7129

Mailing Address: 79 Orange St Nantucket, MA

Work Phone: 508-825-0136

Email Address: cbckpatten@comcast.net

Date Submitted: May 5 2025

REQUESTING RE-APPOINTMENT TO: Associate past Historic District Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

The Historic District Commission Meets every Tuesday from 4P- 8:30PM & occasionally Thursday (Meetings). In the almost 3 years in the Commission I have missed 3-4 meetings. (3 Birthdays of grandkids and 1 vacation)

I wish to continue serving in the Commission because →

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I have gained valuable knowledge about preservation, architectural history and local regulations. I have no bias. I use 'Building with Nantucket in Mind' as my resource.

I have a passion for protecting the historical →

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

? Nantucket Cottage Hospital

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

I feel there is so much work left to be accomplished. Our mission to be preserve the historic fabric of Nantucket for generations to come. I take my commitment seriously and great pride in the work we have accomplished. For example, I was in the Spark Ave. project. It was quite controversial but we worked together to hopefully arrive at a building concept that will serve the community and be in line with our historic roots.

Integrity of Nantucket through thoughtful decision making for our communities future. I work well with my fellow Commissioners. I have contributed to important town initiatives and I believe continuity ensures these efforts remain effective.

From: [John Wise](#)
To: [Erika Mooney](#)
Subject: Re: Review of applications at Select Board
Date: Tuesday, June 10, 2025 3:30:06 PM
Attachments: [40anniversaryfinaltwopart-01r_1e21443b-c4fa-44f5-b7b8-c29fc91f8710.png](#)
[40anniversaryfinaltwopart-02r_55302660-4b6b-47f4-ae34-e7f55cca504e.png](#)
[socialmediaiconssized\[recovered\]-05_72fb06dd-2611-4a18-9c8c-5a010b761dff.png](#)
[socialmediaiconssized\[recovered\]-06_20c8537c-c83a-40bf-86e6-2f554dbc511a.png](#)
[socialmediaiconssized\[recovered\]-07_257d4595-00f2-4b02-b8bb-4b68cd4b5e9d.png](#)
[socialmediaiconssized\[recovered\]-08_1a11e47c-c889-4dd5-b01b-3aa4de6f7bd2.png](#)

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

Hi Erika

Thank you for your consideration of my application for the affordable housing trust. With regret I will need to ask you to withdraw that application.

Thank you

John Wise

John Wise

m: 617-968-4006

e: jwise@wiseconstruction.com

21 East Street, Winchester, MA 01890

www.wiseconstruction.com



On Jun 2, 2025, at 1:29 PM, Erika Mooney <EMooney@nantucket-ma.gov> wrote:

*** CAUTION – This email originated outside Wise Construction. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello all:

You are receiving this email because you have applied for appointment/re-appointment for a Town committee. As you hopefully know, this Wed. 6/4, the



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

MAY 16 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

NANTUCKET TOWN ADMINISTRATION #

Name: Mary O'Connor Mack

Home Phone: 508-221-2928 cell

Mailing Address: 1813 Polpis Road, Nantucket

Alternate Phone: 974-325-2258 husband's cell (Richard)

Email Address: maryocmack@aol.com

Date Submitted: 5/16/25

REQUESTING APPOINTMENT TO: Nantucket Affordable Housing Trust

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended many AHT meetings via Zoom & also in person.
I have always been interested in helping to solve the yr housing problem since coming to Nantucket in 1991, when I had to live that I had housing in order to get a job.
Yes, I am prepared to commit.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have experience in generating creative ideas in the non-profit advocacy sector, namely The Right Care Alliance - an ancillary arm of The Lowe Institute, where I volunteered as an advocate for health care access for all. I hope to share ideas that bring more year round housing for Nantucket's workforce. I have in the past, and also more recently, shared ideas that have come to fruition. One, in particular,

Potential Conflicts of Interest that came to fruition faster because of my involvement.

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

None.

Leave to Local

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Clement Durkes
PO Box 96
Siasconset, MA 02564

Dear Clement:

Our records indicate that your term expires June 30, 2025 for your seat on the Nantucket Historical Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 11, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

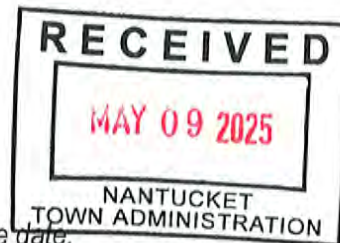
☒ I do not intend to apply for reappointment.

Signature



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ABBY DE MOLINA

Home Phone: 617-314-2305

Mailing Address: PO BOX 3274
02584

Work Phone: _____

Email Address: abby.demolina@gmail.com Date Submitted: 5/11/2025

REQUESTING RE-APPOINTMENT TO: Nantucket Historical Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have attended almost every meeting (I have missed 3 in 3 years). I feel I provide a different perspective and represent a younger demographic and Spanish speakers on island. I greatly enjoy learning from staff - Holly Backus - who is terrific.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I am the secretary and provide the monthly goals document to the Commission. I try to provide helpful, pragmatic data-based feedback and keep everyone informed & up-to-date.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am a member of NHA, NSA & Chamber of Commerce.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED

MAY 14 2025

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

NANTUCKET TOWN ADMINISTRATION

Name: Linda Williams

Home Phone: 508-228-4556

Address: PO Box 1446, Nantucket, MA 02554

Alternate Phone: 508-221-0432

Email Address: czarinalinda@comcast.net

Date Submitted: 05/14/2024

REQUESTING APPOINTMENT TO: Nantucket Historical Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? Yes by zoom
- Why are you interested in this committee/board/commission? Have been interested in historic preservation for decades. Many of the matters I dealt with as a member/staff member of the Zoning Board of Appeals, the Historic District Commission and Planning Board involved preservation issues in some form. In addition to my life-long love of the Island. I am a policy/rules/regulations "wonk". There are very few, if any, parts of the island as well as history that, after 70 years here, I have not some familiarity with.
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
An experienced perspective, see attached. In addition, I have a deep understanding of the role the HDC and the Historical Commission must play on Nantucket and the distinction between the two entities. Almost 20 years on the HDC and in my private practice as a land use consultant appearing before the HDC every week, I am well versed in historic preservation matters. I also work closely with Holly Backus, the Town's Historic Preservationist, when working on a history of a structure. Her contribution to the HDC is invaluable.
- What would you hope to accomplish on the committee/board/commission?
A fair consideration of preservation matters and appropriate behavior and involvement in matters within the Commission's jurisdiction without personal bias or pre-prejudice using my extensive experience in the arena. In addition, I do not bring any hidden agenda to the deliberations nor am I a member of any advocacy group that would impact any decision I would make. I am a stickler for open meeting law and ethics adherence. I understand the Commission's mission is to work within the state mandated rules and regs and render support for preservation efforts in a fair and reasoned manner. I have a great capacity for, and history in, applying applicable laws from 25 years at the ZBA and 10 at the Planning Board. The HDC has a bit more room for interpretation. For this board I would offer another objective voice, firmly anchored in and guided by the language of the applicable laws, not the emotion surrounding a given issue.

Potential Conflicts of Interest

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
See attached
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO

Name: Linda Finney Williams

Children: Aryn (48), Smith College/Masters in Environmental Law Policy/Doctorate in Environmental Science, Adelaide, Australia; Colin (38) former US Marine, formerly stationed in Afghanistan, married with four children; Evan (28) graduated from Nantucket High School; had five foster children, three continue to be family members.

Years on Nantucket: 52 year-round, 18 years summers prior to that

Education: Six years girl's prep school, Memphis, TN and Montclair, NJ; One year at Connecticut College; some extension courses in early childhood development, bookkeeping, law.

Languages: Working knowledge of Spanish, can read to some extent French, Portuguese, Italian, German.

Recent Work Experience: Former Town of Nantucket Zoning Board of Appeals Administrator/staff member 1983-2007 (retired); Office administrator/ad support for *Nantucket Independent* newspaper 2009-2010 and reporter for 21 years of features and sports articles; independent land use/permit consulting business 2007-present.

Current Volunteer Experience:

Nantucket Housing Authority (elected); Community Preservation Committee Chair; Conservation Commission, vice-chair; Harbor Update Committee; Chair; Council on Aging; Contract Review Committee; Board of the Friends of Nantucket Public Schools; various volunteer activities, Nantucket Comedy Fest, House Manager, etc.

Past Volunteer Experience:

Planning Board Member-chair (elected); Affordable Housing Trust Fund; Nantucket Planning & Economic Development Commission; Historic District Commission - chair (elected); chairman of Surfside Area Planning Committee; chairman Naushop Crossing Area Plan Workgroup; chairman of Brant Point Area Plan Workgroup; Building Committee – new elementary school and addition to middle school; Bicycle and Pedestrian Advisory Committee; Nantucket Big Brothers Big Sisters (president); EMT with Nantucket Fire Department; volunteer for Nantucket AIDS Network/AIDS buddy; Hospice volunteer; A Safe Place volunteer/facilitator/safe house/hotline; Executive Board, coach and certified umpire for Nantucket Little League/public schools; volunteer and coach for Nantucket Boys and Girls Club basketball and their annual fund raising events; certified coach/soccer referee/Recreation Director for the Nantucket Student Soccer Association as well as Executive Board Member; 32-year volunteer in the Nantucket Public School system; Sherburne Commons Board of Directors (assisted/independent living complex); Downtown Partnership Executive Board; Board Member Habitat for Humanity; secretary for Nantucket Restaurant Association and Nantucket Lodging Association; advisory member Nantucket Human Services Center project; Special Services coordinator for Circus Flora to benefit the Atheneum, Boston Pops on Nantucket, Nantucket Air Show; general volunteer staff of Nantucket AIDS Benefit, Nantucket Comedy Festival, Nantucket Triathlon, Nantucket Boys and Girls Club Event Under the Tent, Nantucket Demolition Derby, A Safe Place, Holidays for Heroes; Board of Directors Sherburne Commons; event organizer for the Annual Beach Volleyball Day tournament (35 years) to benefit Nantucket Food Pantry;

Zoning Board of Appeals member 16 years (past chairman/vice-chairman); Council on Human Services; Contract Review Committee; Town Scholarship Committee (past chairman); Commission on Disability (past chairman); High School/Middle School/Elementary School Councils; School Budget Advisory Committee; Nantucket High School Drug Task Force; Traffic Safety Committee; Beach Management Committee; Capital Improvements Committee/Capital Program Committee; Nantucket Arts Lottery Committee; Surfside Area Plan Work Group; Tom Nevers Area Plan Work Group; Visitors Services Committee; Harbor Plan Work Group; Comprehensive Plan Steering Committee (elected); Nantucket Charter Commission (elected); Board of Directors for Nantucket Human Services Center; Nantucket Regional Transportation Consumer Advisory Committee (appointed, chairman); Government Study Committee; Madaket Advisory Committee;

RECEIVED

Name: Caroline Robinson Baltzer
Home Phone: 617-438-7501
Mailing Address: 66 Hulbert Ave
Alternate Phone:
Email Address: Caroline.Baltzer@gmail.com
Date Submitted: 5/16/25

MAY 16 2025

NANTUCKET TOWN ADMINISTRATION

REQUESTING APPOINTMENT TO: ~~Historic District Commission~~

Reasons for Committee Interest: *Nantucket Historical Commission*

I have been cultivating a life-long love and interest in Nantucket's living history and culture. I was fortunate to have members of my family tell me about what it was like here in the early twentieth century, and those individuals recalled hearing what it was like in the late 19th century. I am fascinated and impressed that this history and its practices are protected by our prestigious National Historic Landmark designation.

- Have you ever attended a meeting of the committee/board/commission? Yes
- Why are you interested in this committee/board/commission? I understand there are two vacancies on this Commission and I believe this body is at the heart of what keeps Nantucket, Nantucket. I feel protective of Nantucket's National Historic Landmark designation and have a lot of knowledge that will allow me to be of help in protecting it.
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission? I have been encouraged to apply to be considered for this Commission because of my knowledge of Nantucket's history. I have a doctoral degree in a social science and have a research background. I have used these skills to cultivate my long-standing personal interest in the island's history and culture and its unique sense of place over my adult life.
- What would you hope to accomplish on the committee/board/commission? To assist the Commission in their efforts; to protect the Landmark; to offer help with the new CLG designation.
-

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. I am a member of the Town Council Study Committee; and the Capital Program Committee. My mother and I are members of the NHA.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No.



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED

MAY 09 2025

NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised time.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ABBY DE MOLINA

Home Phone: 617-314-2305

Mailing Address: PO Box 3274 02584

Work Phone: _____

Email Address: abby.demolina@gmail.com Date Submitted: 5/9/2025

REQUESTING RE-APPOINTMENT TO: Planning Board - alternate

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have attended almost every meeting (may have missed 1-2 per year). I think it is a great way to learn how the town works and understand how decisions are made. I have also been fortunate to get to know the dedicated & hard-working PLUS staff.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I believe I represent a different demographic than most other members so I provide a new perspective on issues. I also have a very corporate background so can approach things this way. I have helped the board understand how to speak to and think about younger residents / non-English speakers.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am a member of NHA, NSA & Chamber of Commerce.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No



**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Lee W. Saperstein

Home Phone: 508-680-1337

Mailing Address: P. O. Box
1408, Nantucket, MA 02554

Work Phone: 573-578-7750

Email Address: saperste@mst.edu

Date Submitted: 22 April 2025



REQUESTING RE-APPOINTMENT TO: Real Estate Assessment Committee, REAC

Reasons for Committee Interest

- *What has been your level of attendance at committee/board/commission meetings?*
100 percent; Meetings are scheduled on call, which means that members can avoid conflicts that would prevent attendance.
- *Why do you want to continue serving on the committee/board/commission?*
In requesting renewal, I affirm my commitment toward providing an independent and disinterested review of takings and conveyances. I am a concerned citizen who understands property and its descriptions (deeds and maps); I help to provide this impartial review. This is a committee where experience is helpful and I hope to bend this substantial experience in reviewing conveyances of paper streets and Town-owned property to the benefit of the Town.

Relevant Experience

- *What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?*
I taught engineering surveying and understand maps, plats, deeds, and legal land descriptions. I am familiar with the land records and registrations for Nantucket and have done extensive research in the records, paper and digital, for the Cemetery Commission and Newtown Cemetery. I have three terms of service on REAC that give me a strong background on its operation.
- *How do you feel you have helped the committee/board/commission in its goal(s)/mission?*
Broadly, I provide a degree of impartiality to the Committee. Specifically, I am a link to the Committee on Roads and Right of Way (Secretary), which also advises the Select Board on real estate issues that impact the public's access to beaches and recreational lands.

Potential Conflicts of Interest

- *Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.*
 - Town: Cemetery Commission (Secretary), Roads and Right of Way, Town Area Plan Work Group (Secretary); Civic: Nantucket Civic League Executive Committee and Nantucket Town Association (Secretary)
 - Past: Town Scholarship Committee, Article 68 Work Group (Fertilizer Application on Nantucket); Harbor Plan Implementation Committee.
- *Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?*
No

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Bill Grieder
10 F St
Nantucket, MA 02554

Dear Bill:

Our records indicate that your term expires June 30, 2025 for your seat on the Roads and Right of Way Committee. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 11, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

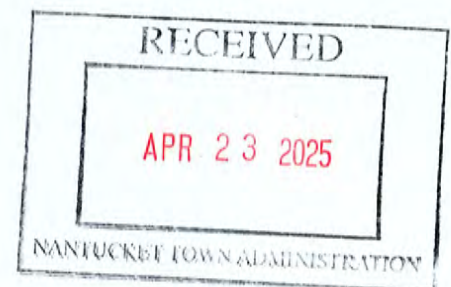
Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature





**TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT**

For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Allen B. Reinhard

Home Phone: 508-221-8128

Mailing Address: P.O. Box 46 Nantucket, MA 02554

Work Phone: 508-221-8128

Email Address: allenreinhard@yahoo.com

Date Submitted: _____

REQUESTING RE-APPOINTMENT TO: Roads and Right of Way Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have attended all but two or three meetings of the Committee over my twenty plus years on the committee. I was Chairman for many years and am currently Vice Chairman. Public Access to Nantucket's beaches, open spaces and conservation lands is essential to the quality of life on the island.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I was chairman of the Roads & ROW committee for many years and currently serve as vice chairman. During this time the committee installed over 50 Public Way posts and markers on previously unmarked ways around the island. The committee verified and marked the six public ways to the Sconset Footpath. We have advocated the taking of Franklin St. to provide parking and access to New North Cemetery and other ways such as Steps Beach. We developed an Encroachment Policy adopted by the Select Board.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Land Bank Commissioner, Chairman Nantucket Cemetery Commission
Chairman, Wampanoag Water Commission

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO

MAY 12 2025

NANTUCKET TOWN ADMINISTRATION



TOWN OF NANTUCKET COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Board of Selectmen

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Rick Atherton

Home Phone: 508 228 1060

Mailing Address: PO Box 3126, Nantucket MA 02584

Work Phone: 508 228 2366

Email Address rickatherton@comcast.net

Date Submitted: May 15, 2025

REQUESTING RE-APPOINTMENT TO: Roads and Right of Way Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

The Committee meets monthly. Unless I had a significant conflict, I have made virtually every scheduled meeting, in person or by Zoom, since my appointment on June 21, 2017. I continue to be willing to commit to the meeting schedule.

As stated in my application in 2017, rights of way for public access are important long-term assets for the Nantucket community. Continuing to add to the existing such ways is important, and this Committee is key in accomplishing this. One of the specific areas of my interest is bringing the vision of a Harbor Walk from Brant Point to the east end of the Creeks to reality and making sure it becomes imbedded in the Town's planning efforts.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goals(s)/mission?

My experience serving on the Finance Committee and the Select Board gives me a great deal of community background on the issues that are at the core of this committee's mission, and I expect that experience has and will continue to benefit the committee's deliberations.

I have been willing to exchange ideas and discuss openly the possible approaches to areas of Committee interest. These include how roads are included on the Recommended Takings List. Also, I continue to pay attention to parcels that are or should be subject to the need for Chapter 91 licenses.

See attached for community experience.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am an appointed member of the Roads and Right of Way Committee.

I am a member of the Nantucket Civic League Board of Directors and the Quidnet Squam Association Board of Directors.

My spouse, D. Anne, is a Board member of the Nantucket Coastal Conservancy.

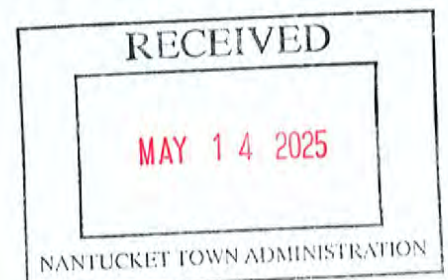
Our daughter, Jenne Atherton, is on the Board of Nantucket Youth Hockey.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.

Thank you.

Rick Atherton



EXPERIENCE

NAME: Rick Atherton

OCCUPATION: Manager, small mortgage and real-estate investment company

EDUCATIONAL BACKGROUND (degree/schools)

College: BA, Wesleyan University, Middletown, Connecticut, 1965

Graduate School: Masters in Business Administration (MBA), Babson College, Wellesley, Massachusetts, 1967

Post-Graduate School: Advanced Management Program (AMP), Harvard Business School, 1985

SERVICE ON TOWN BOARDS AND COMMISSIONS (past and present)

Board of Selectmen, 2008 to 2017

Chair, Board of Selectmen, 2011-12, 2013-14, 2014-2015

Chair, Audit Committee

Chair, County Commissioners 2009-10 and 2012-13

Board of Health

Nantucket Community Television Board

Nantucket Economic and Planning Commission (NP&EDC)

Sewer Advisory Committee, 2006

Finance Committee, appointed 1992 and served until election as a member of the Board of Selectman in 2008 (Finance Committee members may not be members of any other Town of Nantucket Boards or Commissions, except as representatives of the FinCom)

Member of the Town Government Study Committee – 2017 through 2021

Select Board Appointed Financial Planning Workgroup 1999

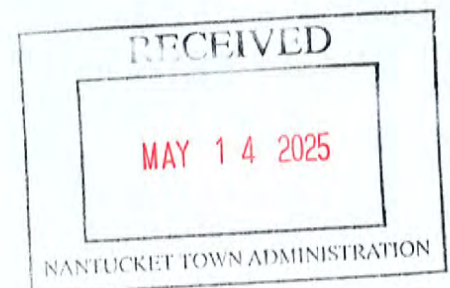
Roads and Right of Way Committee – 2017 to 2025

COMMUNITY AFFILIATIONS

Former Trustee and Treasurer, Nantucket Historical Association

Former President and current Treasurer Nantucket Civic League

LENGTH OF YEAR-ROUND RESIDENCY ON NANTUCKET: 34 years
(seasonal visitor and resident since 1972; full-time resident since 1991)



TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Jeanne Miller
4 Hendersons Dr
Nantucket, MA 02554

Dear Jeanne:

Our records indicate that your term expires June 30, 2025 for your seat on the Scholarship Committee. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 11, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

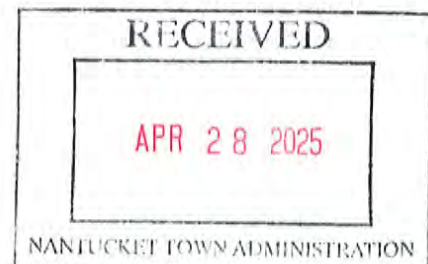
Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED

MAY 1 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

NANTUCKET TOWN ADMINISTRATION

Name: Nathaniel E Lovell

Home Phone: 508-325-1716

Mailing Address: PO Box 2353

Work Phone: Same

Email Address: nathlovel@comcast.net

Date Submitted: 5/1/25

REQUESTING RE-APPOINTMENT TO: SSA Port Council

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I seldom if ever miss meetings. I would like to continue serving Nantucket as SSA Port Council Member for numerous reasons that can't be listed in total. I have great pride and commitment to this role and 21+ years of institutional knowledge. I love helping people when in need and enjoy the collaboration with other members and management.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

My years of involvement has been helpful as new members come in over time. I enjoy sharing information & answering their questions as issues arise. I help keep management informed of needed issues that need solving or corrective action. I have become a go-to-person for many people who are in need of help.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

R.R.O.W Committee - Real State Advisors Committee.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO

TOWN AND COUNTY OF NANTUCKET



16 Broad Street
Nantucket, Massachusetts 02554

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

April 17, 2025

Judy Deutsch
36 Vestal St
Nantucket, MA 02554

Dear Judy:

Our records indicate that your term expires June 30, 2025 for your seat on the Tree Advisory Committee. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 16, 2025 at 12:00 PM**. If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

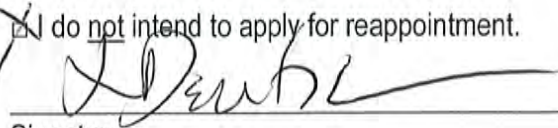
Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 11, 2025 at 5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 25, 2025. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

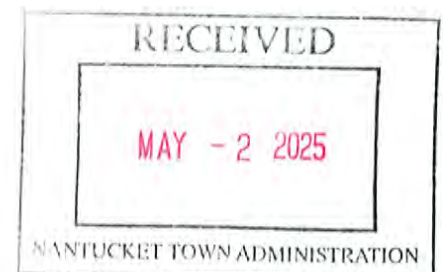
Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.



Signature





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: EMILY MOLDEN

Home Phone: (508) 901-1901

Mailing Address: P.O. Box 811, NANTUCKET MA

Work Phone: (508) 228-2818

Email Address: emilymolden@gmail.com

Date Submitted: MAY 9, 2025

REQUESTING RE-APPOINTMENT TO: TREE ADVISORY COMMITTEE

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I HAVE HAD TO MISS MULTIPLE MEETINGS AS A RESULT OF WORK CONFLICTS, BUT I ALWAYS INFORM THE COMMITTEE CHAIR IN ADVANCE AND DISCUSS IMPORTANT AGENDA ITEMS WITH STAFF AS NEEDED.

I HAVE ONLY SERVED FOR ONE YEAR SO FAR AND BELIEVE I CAN CONTINUE TO CONTRIBUTE IN A MEANINGFUL WAY.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I HAVE BROUGHT MY EXPERIENCE OF PAST EFFORTS TO COMPLETE AN UPDATED TREE INVENTORY, AS WELL AS MY KNOWLEDGE OF THE LOCAL REGULATORY PROCESS.

I HAVE BEEN PRESENT FOR AND PARTICIPATED IN MANY COMMITTEE DISCUSSIONS AND HAVE HELPED TO COORDINATE PARTICIPATION AND COMMENTS AT LOCAL REGULATORY HEARINGS INVOLVING THE HEALTH OF TOWN TREES.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

HARBOR PLAN UPDATE COMMITTEE
NANTUCKET LAND & WATER COUNCIL: EXECUTIVE DIRECTOR, PASCON CO-CHAIR

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

ND

RECEIVED

MAY 13 2025

NANTUCKET TOWN ADMINISTRATION



TOWN OF NANTUCKET COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Lisa Botticelli

Home Phone: 508-228-6495

Mailing Address: 24 Pine Street

Alternate Phone: 508-325-2148

Email Address: lisa@botticelliandpohl.com

Date Submitted: 4/24/2025

REQUESTING APPOINTMENT TO: ZONING BOARD OF APPEALS

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have been a sitting board member since 2007. I believe that I started as an alternate and became a full member a year later. Currently I am an alternate but have been interested in rejoining as a full member since i lost my spot.

I am interested in using my experiences to continue to serve the Town of Nantucket.

Yes, I am committed to the meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I believe that my years of experience on the board as well as my experience as an architect give me many skills for the Zoning Board of Appeals.

My hope is to provide a logical approach in evaluating special permit and variance requests that uphold the intent of our zoning by law.

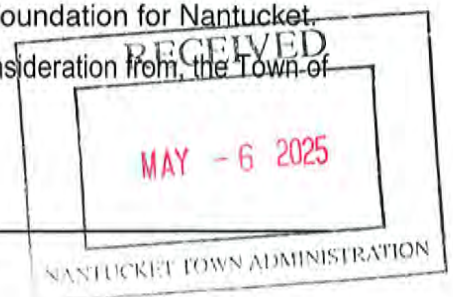
Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. **Ray Pohl is a member of the HDC.**

I am a board member for the Community Foundation for Nantucket.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO





Agenda Item Summary

Agenda Item #	VIII. 4.
Date	6/11/2025

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for preliminary review of Historic Preservation Restriction (HPR) for 1-3 Vestal Street to be held by Nantucket Preservation Trust.

Executive Summary

Pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, when an HPR is submitted, it is preliminarily reviewed by the Select Board to give Members opportunity for comments before being sent to Town Counsel for review and an issuance of a report.

Staff Recommendation

Review the HPR and vote to forward to Town Counsel for review and issuance of a report.

Background/Discussion

N/A

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

The HPR purpose is to assure that the architectural, historic, and cultural features of the Observatory, Astronomical Study, and Restricted Property as defined herein will be retained and maintained forever substantially unchanged in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Restricted Property, Observatory, and Astronomical Study will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Restricted Property or the Observatory or Astronomical Study that will significantly impair or interfere with the preservation values of the Restricted Property or the Observatory or Astronomical Study is hereby prohibited.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy



Attachments

Conservation Restriction and Preservation Restriction Policy; cover letter from Nantucket Preservation Trust; draft HPR for 1-3 Vestal Street; CPC agreement; Deeds; GIS map





TOWN OF NANTUCKET

CONSERVATION RESTRICTION AND PRESERVATION RESTRICTION POLICY

Effective date: February 23, 2011

Adopted: February 23, 2011

I. Purpose

This policy is implemented to ensure that proposed conservation and preservation restrictions are submitted to the Board of Selectmen for preliminary review and comment to make certain that a restriction complies with the requirements of Massachusetts General Laws Chapter 184 section 31 and is found to be in the public interest.

II. Policy

Proposed conservation and preservation restrictions must be submitted to the Board of Selectmen for preliminary review and comment, either before or concurrently with a submission to the state Division of Conservation Services or Massachusetts Historical Commission.

III. Process

Proponents must submit a copy of a preliminary restriction to the Board of Selectmen requesting review and comment. Once the Board's preliminary review is complete, and the state has reviewed the restriction and it is in its final form, the proponent must then submit the final document to Town Administration which will forward it to Town Counsel for review (see checklist for assembly of Town Counsel package). Once Town Counsel has prepared its report and returned the restriction package to the Board of Selectmen, the restriction will be placed on a Board of Selectmen agenda for final review and approval.

IV. Fee

Proponents of conservation and preservation restrictions are responsible for prompt payment of Town Counsel legal review. The proponent will be sent the legal bill to pay through the Town to Town Counsel. If the Board of Selectmen approves the restriction and once the legal bill has been paid, the restriction will be processed. If timing is an issue, and payment is in process, exceptions may be made.

V. Noncompliance

Any conservation and preservation restrictions submitted to the Board of Selectmen at the final stage, without preliminary review and comment, risk a delay in their approval while the Board of Selectmen reviews the restriction and possibly offers new input on the restriction.



NANTUCKET PRESERVATION TRUST

Preserving the Island's Architectural Heritage

May 30, 2025

BOARD OF DIRECTORS

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Dawn E. Hill Holdgate, *Chair*
Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

RE: Nantucket BOS Review of 1-3 Vestal Street ("the Astronomical Study" and "the Observatory") Preservation Restriction

Dear Chair Holdgate,

I am writing with regard to a pending preservation restriction requiring the Select Board's review.

The Astronomical Study and Observatory are historic structures attached to the Mitchell House (birthplace of Maria Mitchell, first woman astronomer). The Mitchell House (1 Vestal Street) is already protected by a preservation restriction, but as these structures are connected, the existing restriction will be amended to include the Astronomical Study (built 1922) and Observatory (built 1908). The Astronomical Study contains a single room at its first story, which preserves original woodwork and finishes. The Observatory was constructed in 1908 as a free-standing two-story astronomical observatory. The interior finishes are original and include a single domed observatory room at the second floor.

The Maria Mitchell Association is required by the Community Preservation Committee to protect these historic structures with a preservation restriction. We hope the Select Board will agree this property highlights important aspects of Nantucket's cultural and architectural history and should be preserved. Please contact me with any questions.

With best wishes,

Mary Bergman

HISTORIC PRESERVATION RESTRICTION AGREEMENT

THIS HISTORIC PRESERVATION RESTRICTION made this ____ day of _____, 2025, by and between the NANTUCKET MARIA MITCHELL ASSOCIATION a Massachusetts nonprofit entity with a mailing address of Four Vestal Street, Nantucket, Massachusetts 02554 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts entity with a mailing address of P.O. Box 158, Nantucket, Massachusetts 02554 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land, together with the buildings standing thereon, located at 1 and 3 Vestal Street in the Town and County of Nantucket, Commonwealth of Massachusetts, more particularly described in Exhibit A, attached hereto and incorporated herein, and on a plan dated September 7, 2020, labeled "Restriction Plan of Land in Nantucket, Massachusetts" drawn by Nantucket Engineering & Survey, P.C. (hereinafter the "Restriction Plan") as shown as Exhibit B attached hereto and incorporated herein (hereinafter "the Property").

WHEREAS, the Grantor and the Grantee have previously entered into a Historic Preservation Restriction Agreement recorded September 2, 2003 at the Nantucket Registry of Deeds, Book 844, Page 152 (hereinafter referred to as the "Original Historic Preservation Restriction Agreement"), said Original Preservation Restriction being on a portion of the Property;

WHEREAS, the Grantor and the Grantee desire hereby to enter into an additional Historic Preservation Restriction Agreement to assure protections to an additional portion of the Property and the improvements thereon;

WHEREAS, the Property includes the following five structures:

1. The principal wood-framed residence, known as the "Mitchell House" (hereinafter "the Mitchell House" previously called "the Restricted Building" in the Original Historic Preservation Restriction Agreement), the birthplace of Maria Mitchell, and also known as "the Swain-Mitchell House," clad in white cedar shingles in a rectangular form, side-gabled with central chimney rising above its roof and roof walk, built in 1790, as altered by an 1825 kitchen and milk room addition, an

1850 summer kitchen addition, and an attached twentieth-century cottage, portions of the Mitchell House being the subject of the Original Historic Preservation Restriction Agreement.

2. The Astronomical Study (hereinafter “the Astronomical Study”) is a one-story brick structure built in 1922 and attached to west elevation of the Mitchell House. The Astronomical Study is built on a concrete foundation above which red brick walls rise to a parapet of brick piers with hand-wrought galvanized iron railings extending between them. The interior contains a single room at its first story which preserves original woodwork and finishes.
3. The Maria Mitchell Observatory (hereinafter “the Observatory”) was built in 1908 and is attached to the west elevation of the Astronomical Study and to the east elevation of the Seminar Room. Constructed in 1908 as a free-standing two-story astronomical observatory. The Observatory was designed by J. Chandler Fowler and built of fireproof construction consisting of a concrete foundation above which red brick walls rise, slightly battered to the cornice which is trimmed with brick dentils and brackets. Trimmings are composed of cast-stone and a single brick panel over the entry in which is mounted a bronze plaque bearing the words “Maria Mitchell Observatory 1908.” The roof contains a hemispherical dome set on metal rails and clad with copper. Interior finishes are original and consist painted brick walls, copper-clad doors, windows, and door frames, concrete floors, and a single domed observatory room at the second floor.
4. The Seminar Room (hereinafter “the Seminar Room”) is a one and one-half-story wood-frame structure built in the 1980s. Its façade (south elevation) is clad with wood-shingled walls on the first floor and a wide shed dormer at the roof. This structure does not contribute to the historical significance of the Property.
5. The Astronomer’s Cottage (hereinafter “the Astronomer’s Cottage”) is a one and one-half story wood-frame structure that is connected to the west wall of the Seminar Room and is not included as a protected element under this Preservation Restriction Agreement.

WHEREAS, the Property also includes certain brick-paved paths, a grassed front yard and capped picket fence facing Vestal Street that contribute to the setting and context of the structures on the Property, and that contribute to the historic setting of the surrounding historic district, portions of which paths, yard and fence are subject to this Preservation Restriction Agreement;

WHEREAS, these preservation restrictions granted by the Grantor to the Grantee shall solely be on that portion of the Property including the Astronomical Study, the Observatory, and their setting on the Property shown as

“Restricted Brick Buildings” and “Restricted Courtyard” on the Restriction Plan (Exhibit B) (said Restricted Brick Buildings and Restricted Courtyard hereinafter together “the Restricted Property”);

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in local, state, and national history and culture under the provisions of Mass. Gen Laws c. 184, §§31, 32, and 33 (hereinafter “the Act”);

WHEREAS, Grantee is a charitable corporation whose primary purposes include the preservation of historically significant buildings and is a qualified to accept preservation restrictions under the Act;

WHEREAS, the Observatory, Astronomical Study, and Restricted Property are significant for their architectural design and historic uses that reflect the economic, aesthetic, and cultural history of Nantucket, Massachusetts, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, the Observatory, Astronomical Study, and Restricted Property are contributing resources to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2012, are located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970; are included in the State Register of Historic Places, are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter “preservation values”) and significance of the Observatory, Astronomical Study, and Restricted Property and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Observatory, Astronomical Study, and Restricted Property;

WHEREAS, the preservation values of the Observatory, Astronomical Study, and Restricted Property are documented in a set of reports, drawings, and photographs (hereinafter the “Baseline Documentation”) attached hereto and incorporated herein by reference as Exhibits A, B, C, and D, which Baseline Documentation the parties agree provides an accurate representation of the Observatory, Astronomical Study, and Restricted Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) a Legal Description of the Property (Exhibit A); (2) a RESTRICTION PLAN OF LAND IN NANTUCKET, MA" dated September 7, 2020 drawn by Nantucket Engineering & Survey, PC, recorded herewith (Exhibit B); (3) a set of **twelve** (12) interior and fifteen (15) exterior photographs produced by Brian Pfeiffer, architectural historian, dated September 26, 2018 and recorded herewith as Exhibit C; and (4) historical documentation consisting of Physical Description of the Observatory, Astronomical Study, and Restricted Property prepared by Brian Pfeiffer dated September 20, 2024, recorded herewith as Exhibit D; copies of said Baseline Documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Observatory, Astronomical Study, and Restricted Property will assist in preserving and maintaining the Observatory, Astronomical Study, and Restricted Property and their architectural, historic and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in gross in perpetuity on the Observatory, Astronomical Study, and Restricted Property pursuant to the Act;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee, and Grantee does hereby voluntarily accept said grant and conveyance from the Grantor, this preservation restriction on the terms and conditions set forth herein (hereinafter "the Restriction") in gross in perpetuity over the Observatory, Astronomical Study, and Restricted Property.

PURPOSE

1. **Purpose.** It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Observatory, Astronomical Study, and Restricted Property as defined herein will be retained and maintained forever substantially unchanged in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Restricted Property, Observatory, and Astronomical Study will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Restricted Property or the Observatory or

Astronomical Study that will significantly impair or interfere with the preservation values of the Restricted Property or the Observatory or Astronomical Study is hereby prohibited.

GRANTOR'S COVENANTS

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times to maintain the Observatory and Astronomical Study in the same structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Observatory and Astronomical Study in substantially the same structural condition and state of repair as that existing on the date of this Restriction, subject to the terms of Paragraphs 7 & 8 of this Agreement. Grantor's obligation to maintain shall also require that the Restricted Property's landscaping be maintained in good appearance. Existing lawn areas and brick-paved paths south of the Observatory and Astronomical Study shall be maintained as they now exist. Vegetation and screening shall be maintained such that the principal elevations (east, west, and south) of the Observatory and Astronomical Study shall remain substantially visible from the public rights of way on Vestal Street. Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Observatory and Astronomical Study whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by the Grantee and Minor Maintenance that does not require such review, maintenance guidelines are recorded herewith as Exhibit E and hereinafter referred to as the "Restriction Guidelines". Grantor's obligation to maintain shall be subject to the provisions of paragraphs 6(b) and 3(f).

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Restricted Property, except as otherwise conditioned in this paragraph:

(a) the Observatory and Astronomical Study shall not be demolished, removed, or razed except as provided in paragraphs 7 and 8;

(b) nothing shall be erected or allowed to grow on the Restricted Property which would substantially impair the visibility of the Observatory's, or the

Astronomical Study's, principal elevations (east, south, and west) from Vestal Street;

(c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Restricted Property;

(d) the Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit (see paragraph 24(e)); and

(e) no aboveground utility transmission lines, except those reasonably necessary for the existing Observatory, Astronomical Study, and other structures on the Property, may be created on the Restricted Property, subject to utility easements already recorded.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions:

(a) erect any external signs or external advertisements on the Observatory or Astronomical Study except; (i) such plaque permitted under paragraph 19 of this Restriction; (ii) a sign stating solely the address of the Property; and (iii) one or more signs setting forth information concerning educational programs, hours of operation, or and other events;

(b) make permanent substantial topographical changes to the Restricted Property, such as, by example, excavation for the construction of roads and recreational facilities;

(c) construct additional buildings or structures or parking beyond that which already exists on the Restricted Property;

(d) change the use of the Observatory or Astronomical Study, to use other than institutional. If Grantor proposes any other use, Grantee shall not grant approval therefor unless Grantee determines in its sole discretion that the proposed use does not conflict with the Purpose of this Restriction;

(e) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that reasonably may be expected to make material changes in the exterior or interior appearance, materials, or workmanship of the protected features of the Observatory or Astronomical Study; and

(f) remove, demolish or alter subject to the maintenance covenants of Paragraph 2.1 hereof:

Observatory: all architectural and structural elements that were designed to support the building's scientific purpose and provide a classical revival appearance to the building's exterior, including but not limited to:

- (1) the exterior massing, concrete foundation, battered brick walls, cast-stone trimmings, copper-clad doors, doorcases, windows, and window cases, and the observatory dome as well as the flat roof on which it is set;
- (2) the structure's fire-proof construction including concrete floors and ceilings, and the octagonal brick and concrete pier that rises from the foundation to the observatory room at the second storey to provide a steady footing for the telescope;
- (3) the metal-clad hemispherical dome of the observatory, the metal tracks on which it turns, the sliding panel to open the dome to the sky, and surrounding sections of flat roof clad with hammered-seam copper roofing, and the metal-clad stair headhouse at the north side of the structure;
- (4) all exterior masonry finishes including brick wall facings, a cast-stone water table, raised brick panel and bronze plaque bearing the name of the observatory, brick brackets and dentils at the roof line;
- (5) interior finishes including painted masonry walls, all metal-clad doors and window sash together with their metal architraves, and the wooden staircase that rises in a masonry addition across the formerly exposed north wall of the Observatory;
- (6) the wooden case and internal equipment of a clockworks at the first storey northeast corner of the observatory;

Astronomical Study: All exterior and interior architectural features that relate to the building's design as a study, display area, and storage for scientific information and samples, including but not limited to:

- (7) the exterior massing, concrete foundation, flat roof profile, parapet and chimney;

- (8) the structure's masonry construction including its brick and cast-stone facings;
- (9) all exterior windows, their surrounds and wooden sash, and the south entry with its paneled wooden door and masonry surround;
- (10) the flat roof covered with membrane roofing surrounded by brick piers and hand-wrought galvanized-iron railings that serve as a parapet;
- (11) the first floor of the interior which comprises the study, including all doors and doorways including internal doorway that leads to the Observatory (west), the rear staircase (northwest) and Mitchell House (east); all plaster walls and ceilings, all woodwork, baseboards, window cases, bookcases, cupboards, and built-in shelves;

This paragraph 3.1 shall not be construed to allow Grantee approval of the prohibited activities described in paragraph 2.2.

3.2 Archaeological Activities. The conduct of archaeological activities on the Restricted Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (Massachusetts General Laws, chapter 9, section 27C, 950 C.M.R. 70.00).

3.3 Review of Grantor's Requests for Approval. Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 3.1 two copies of information (including plans, specifications and designs, and Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of receipt of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

4. Standards for Review. In exercising any authority created by the Restriction to inspect the Restricted Property or the interiors of the Observatory or Astronomical Study; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Observatory or Astronomical Study following casualty damage; Grantee shall apply the Secretary's Standards.

5. Public Access. Grantor shall not block views of the Observatory's, or the Astronomical Study's, principal elevations (east, south, and west) from the public rights of way on Vestal Street either by intentional planting or failure to maintain existing plantings in such a manner that the Observatory and Astronomical Study remain substantially visible to the public; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices at 11 Centre Street, Nantucket, or such place as shall be Grantee's principal place of record storage on Nantucket from time to time. Upon Grantee's reasonable request, at times deemed reasonable by Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the Restricted Property. This Restriction does not require public access. Nothing herein, however, shall impair public rights, if any, now existing in any portion of the Restricted Property.

GRANTOR'S RESERVED RIGHTS

6. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Restricted Property are permitted by this Restriction and by Grantee without further approval by Grantee:

(a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; (ii) are not inconsistent with the Purpose of this Restriction; and (iii) do not substantially impair the preservation values of the Maria Mitchell Observatory and/or the Astronomical Study;

(b) the right to conduct Minor Maintenance of the Observatory and/or the Astronomical Study and the Restricted Property, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the exterior or interior appearance, materials or workmanship of the Observatory, and/or the Astronomical Study, and the Restricted Property, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor use in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those

materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Observatory, Astronomical Study, and Restricted Property. Changes in appearance, materials or workmanship from that existing prior to the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of paragraphs 3.1 and 3.3;

(c) the right to continue all manner of existing institutional use and enjoyment of the Observatory, Astronomical Study, and Restricted Property, including but not limited to the maintenance, repair and restoration of existing fences; the right to maintain existing paths with the use of same or similar surface materials; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and paragraphs 2.2 and 3.1;

(d) the right to renovate and update the facilities in the areas not included in the Restriction or the Original Preservation Restriction Agreement as noted, including but not limited to the exterior and interior of the Seminar Room, the cellar of the Astronomical Study, and the Astronomer's Cottage; and

(e) the right to conduct at or on the Restricted Property educational and nonprofit activities that are not inconsistent with the protection of the preservation values of the Restricted Property.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that the Observatory or Astronomical Study, or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within twenty-one (21) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Observatory and/or Astronomical Study, and to protect public safety, without Grantee's prior written approval. Within ninety (90) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

(a) an assessment of the nature and extent of the damage;

(b) a determination of the feasibility of the restoration of the Observatory or Astronomical Study and/or reconstruction of damaged or destroyed portions of the Observatory and/or Astronomical Study; and

(c) a report of such restoration/reconstruction work necessary to return the Observatory and/or Astronomical Study to the condition existing as of the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Observatory and/or Astronomical Study in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor plus any deductible applicable thereto.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that restoration/reconstruction of the Restricted Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Observatory or Astronomical Study, and/or construct new improvements on the Restricted Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect and all other applicable laws, rules, regulations and ordinances.

9. Insurance. Grantor shall keep the Restricted Property insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and

amount sufficient to replace fully the damaged Restricted Property and the Observatory and Astronomical Study without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Restricted Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

10. **Indemnification.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Restricted Property; the presence or release in, on or about the Restricted Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death or other damage occurring on or about the Restricted Property. Without waiving any other remedy of Grantee, such indemnity shall not be required whenever such injury, death or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee or is the result of providing access to the Restricted Property as provided in paragraph 5 and such access was at the request of Grantee and such injury, death or damage was not caused by Grantor. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer

rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

12. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, then to President, Board of Directors, Nantucket Maria Mitchell Association, 4 Vestal Street, Nantucket, Massachusetts 02554, and if to Grantee, then to President, Board of Directors, Nantucket Preservation Trust, Inc. P.O. Box 158, 11 Centre Street Nantucket, Massachusetts 02554, facsimile (508) 228-1371.

Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance. Upon request by the Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

14. Inspection. The Grantee shall be permitted to conduct an annual inspection of the Restricted Property, including the exterior and interior of the Observatory and Astronomical Study in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

15. Grantee's Remedies. Grantee may, following sixty (60) days' written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Restricted Property and the Observatory and/or Astronomical Study to the condition and appearance that existed prior to the violation

complained thereof. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of their obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including but not limited to court costs, and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within the earlier of ten (10) days of receipt by Grantor or two (2) business days before the date that said government authority requires action to be taken by Grantee, or requires action to be taken by Grantor in violation of any provision of this Restriction. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

18. Liens. Any lien on the Property created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Massachusetts General Laws chapter 254, section 5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

19. Runs with the Land. Except as provided in Paragraphs 8 and 22.1, the obligations imposed by this Restriction shall be effective in perpetuity and

shall be deemed to run as a binding servitude with the Observatory, Astronomical Study, and Restricted Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Observatory, Astronomical Study, and Restricted Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Observatory, Astronomical Study, and Restricted Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Observatory, Astronomical Study, and Restricted Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Restricted Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

20. Assignment. Grantee may convey, assign, or transfer this Restriction to a local, state, or national charitable corporation or trust that qualifies under the Act to hold preservation restrictions whose purposes, *inter alia*, are to include the preservation of historically significant buildings or sites, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

21. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

EXTINGUISHMENT; CONDEMNATION

22.1 Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or

use of the Restricted Property and the Observatory and Astronomical Study in a manner consistent with the Purpose of this Restriction and that necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Observatory and/or Astronomical Study resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approvals following public hearings by the Town of Nantucket and the Massachusetts Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Restricted Property (or of any other property received in connection with an exchange or involuntary conversion of the Restricted Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

22.2 Condemnation. If all or any part of the Restricted Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Restricted Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

INTERPRETATION

23. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Observatory, Astronomical Study, and Restricted Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any

discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of M.G.L. chapter 184, sections 31, 32, and 33 ("the Act"), but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Restricted Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Restricted Property, Observatory and Astronomical Study are devoted as of the date hereof, such development rights shall not be exercisable on or above the Restricted Property, Observatory, and Astronomical Study during the term of the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

AMENDMENT

24. **Amendment.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Restricted Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not

permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on _____, 2025.

GRANTOR

Nantucket Maria Mitchell Association
BY:

Helene Weld, President

Karen Ketterer, Treasurer

GRANTEE

Nantucket Preservation Trust, Inc.
BY:

William Moore, President

Samuel Phelan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Helene Weld in her capacity as President of Nantucket Maria Mitchell Association, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as President of the Nantucket Maria Mitchell Association, a nonprofit entity.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Karen Ketterer, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as Treasurer of the Nantucket Maria Mitchell Association, a nonprofit entity.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Willam Moore, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit entity.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Samuel Phelan, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit entity.

Notary Public
My Commission Expires:

APPROVAL BY SELECT BOARD OF THE TOWN OF NANTUCKET

We, the undersigned members of the Select Board of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on _____, 2025, the Select Board voted to approve the foregoing Grant of Preservation Restriction by the Maria Mitchell Association pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.

TOWN OF
NANTUCKET By its
Select Board

Dawn E. Hill Holdgate, Chair

Matt Fee, Vice Chair

Thomas M. Dixon

Malcolm W. MacNab, MD, PhD

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Matt Fee, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Thomas M. Dixon, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Malcolm W. MacNab, MD, PhD, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Brooke Mohr, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

SCHEDULE OF EXHIBITS

- A. Legal Description**
- B. “RESTRICTION PLAN OF LAND IN NANTUCKET, MA” dated September 7, 2020, drawn by Nantucket Engineering & Survey, PC**
- C. Documentary Photographs of the Observatory and Astronomical Study**
- D. Physical Description of the Observatory, Astronomical Study, and Property**
- E. Restriction Guidelines**

EXHIBIT A

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 3 Vestal Street, bounded and described as follows:

SOUTHWESTERLY	by	Vestal Street, on several courses, one hundred twenty-five and 09/100 (125.09) feet:
NORTHWESTERLY	by	land now or formerly of Walter F. Lucas and Eleanor H. Lucas, sixty-two and 70/100 (62.70) feet;
NORTHEASTERLY	by	land now or formerly of Doris Kynett, land now or formerly of Maxwell Deacon and Josephine Deacon, and land now or formerly of David E. Webster and Carole P. Webster, sixty-four and 71/100 (64.71) feet;
SOUTHEASTERLY		one and 10/100 (1.10) feet,
NORTHEASTERLY		fifteen and 20/100 (15.20) feet,
NORTHWESTERLY		one (1.00) foot,
NORTHEASTERLY		two and 69/100 (2.69) feet,
SOUTHEASTERLY		one half (0.50) of a foot,
NORTHEASTERLY		ten and 44/100 (10.44) feet, and
NORTHWESTERLY		thirty and 78/100 (30.78) feet, by land now or formerly of said Webster;
NORTHEASTERLY	by	land now or formerly of James F. Guthrie and Sandra Guthrie, thirty-five and 91/100 (35.91) feet; and
SOUTHEASTERLY	by	land now or formerly of Catherine Conway and land now or formerly of Milk Street Trust, ninety-two and 94/100 (92.94) feet.

Said land is shown on a plan drawn by Nantucket Surveyors, Inc., dated May 2, 1986, recorded with Nantucket Deeds in Plan File 24-G.

For title, see deeds recorded with Nantucket Deeds in Book 87, Page 367, Book 85, Page 537, and Book 102, Page 530.

EXHIBIT B



EXHIBIT B



SHEET 2 of 2

EXHIBIT C: Documentary Photographs



Photo 1: Façade (south elevation) of Observatory (photo left) & Astronomical Study (photo right)



Photo 2: Façade (south elevation) of Observatory



Photo 3: Façade (south elevation) of Observatory showing details of main entry & dedication plaque

EXHIBIT C: Documentary Photographs

Photo 4: Façade (south elevation) of
Astronomical Study



Photo 5: Façade (south elevation) of
Astronomical Study – detail of entry &
masonry

EXHIBIT C: Documentary Photographs

Photo 6: North elevation (northwest corner) of Observatory from roof – built at property line and inaccessible except for oblique views



Photo 7: East elevation of Observatory dome, headhouse for staircase, & roof as seen from roof of Astronomical Study

EXHIBIT C: Documentary Photographs



Photo 8: North elevation (east end) of Observatory from roof – built at property line and inaccessible except for oblique views



Photo 9: East elevation of Astronomical Study showing typical brickwork above 1st story wood-shingle roof of attached Maria Mitchell House

EXHIBIT C: Documentary Photographs



Photo 10: Astronomical Study – south side of roof, showing membrane roofing, railings, & brick piers with cast-stone caps



Photo 11: Astronomical Study – north side of roof, showing membrane roofing, railings, brick piers with cast-stone caps, & brick piers with cast-stone caps

EXHIBIT C: Documentary Photographs



Photo 12: Astronomical Study – east side of roof, showing membrane roofing, chimney (northeast corner), & solid masonry parapet



Photo 13: Observatory interior- 1st story showing telescope pier at center; north, east, & south walls; concrete floor



Photo 14: Observatory interior – 1st story showing north wall with copper-clad window & casing, wire glass

EXHIBIT C: Documentary Photographs

Photo 15: Observatory interior - 1st story showing north wall with oak case containing weights and east wall with partial view of copper-clad door frame & door leading to Astronomical Study



Photo 16: Observatory interior – 1st story showing south wall with copper-clad casing and door

EXHIBIT C: Documentary Photographs

Photo 17: Observatory interior - 1st story showing west wall with modern replacement door leading to 2nd story staircase



Photo 18: Observatory interior – basement level of east end of staircase

EXHIBIT C: Documentary Photographs

Photo 19: Observatory interior – basement level of west end of staircase with brickwork of Observatory north wall at photo left

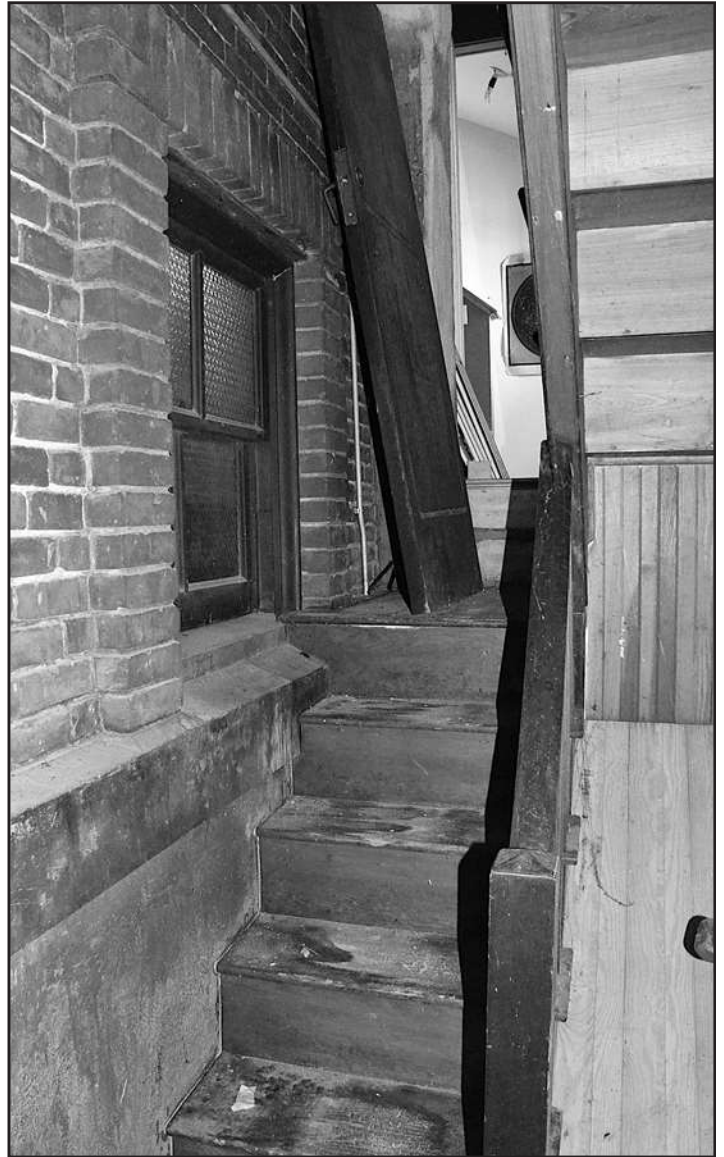


Photo 20: Observatory interior – 2nd story stair at west end of stairhall leading to headhouse at roof

EXHIBIT C: Documentary Photographs

Photo 21: Observatory interior – 2nd story stair seen from roof headhouse looking west to 1st story



Photo 22: Observatory interior – 2nd story showing brick drum with dome, telescope & telescope pier, & moveable stepladder

EXHIBIT C: Documentary Photographs

Photo 23: Observatory interior – 2nd story northwest corner showing brick base of drum, metal-clad door & doorcase

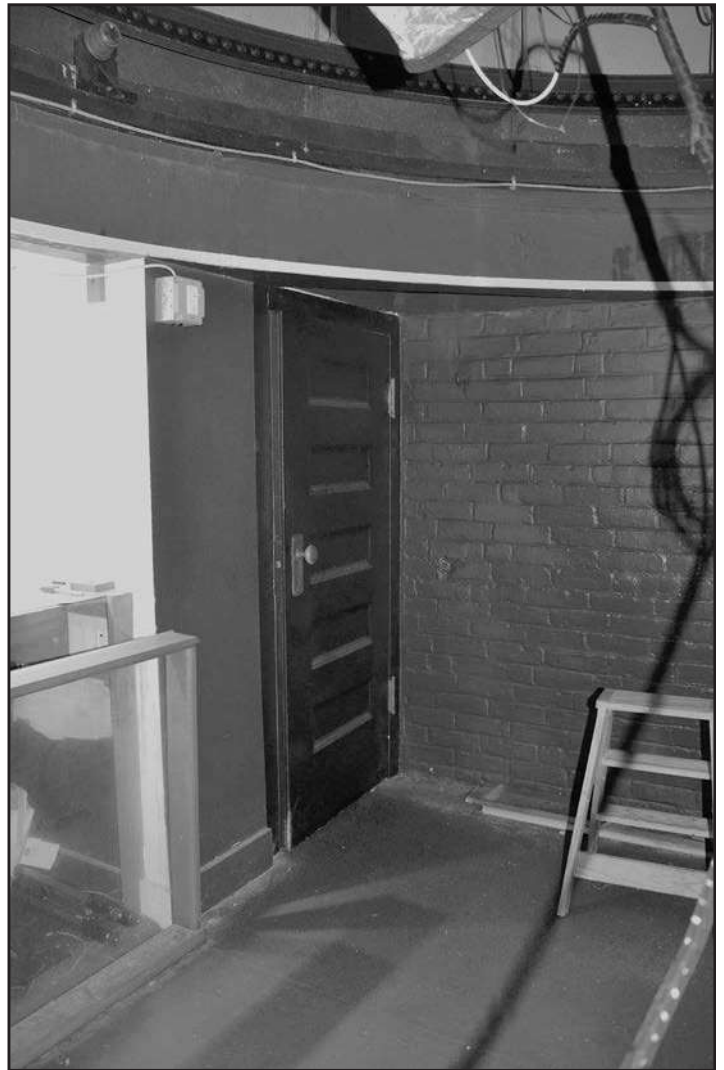


Photo 24: Astronomical Study – 1st story east and south walls showing original bookcases, drawers, windows, door, and woodwork trim

EXHIBIT C: Documentary Photographs

Photo 25: Astronomical Study – 1st story east wall showing original bookcases, drawers, doorcases, and doors with recessed doorway serving as passage into Maria Mitchell Birthplace Museum



Photo 26: Astronomical Study – 1st story north wall showing original windows, plaster wall, and woodwork trim

EXHIBIT C: Documentary Photographs

Photo 27: Astronomical Study - 1st story west wall showing metal-clad door to Observatory (photo left) and door to Observatory Staircase (photo right – blocked by bookcase)



EXHIBIT E

RESTRICTION GUIDELINES

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Maria Mitchell Observatory or Astronomical Study, and the Restricted Property. Under Paragraph 3, prior permission from the Nantucket Preservation Trust (NPT) is required for any Minor Maintenance that is reasonably expected to change materially the appearance, materials, colors or workmanship of the Maria Mitchell Observatory, Astronomical Study, or Restricted Property from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, or workmanship from that existing prior to the maintenance, does not require NPT review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor: Spot repair of existing claddings and roofing including in-kind replacement of clapboard, hammered-flat-seam metal cladding, membrane roofing, etc.

Major: Large scale repair or replacement of masonry, cladding, or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Restricted Property, the Maria Mitchell Observatory or Astronomical Study is also considered a major alteration.

LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or Restricted Property; altering of the Restricted Property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS

Minor: Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by the NPT in order to assess their impact on the historic integrity of the Restricted Property, the Maria Mitchell Observatory, and Astronomical Study.

The Grantor shall notify the NPT in writing when any of the aforesaid Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the NPT to review proposed alterations and assess their impact on the integrity of the Restricted Property, the Maria Mitchell Observatory and Astronomical Study, not to preclude future change. The NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Restricted Property, the Maria Mitchell Observatory and Astronomical Study.

NANTUCKET, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Nantucket Maria Mitchell Association FY21

This GRANT AGREEMENT is made on this 1st day of July, 2020, by and between the Community Preservation Committee with its usual place of business at 4 Winter Street, Nantucket, MA 02554 and Town of Nantucket, a municipal corporation duly organized under the laws of Massachusetts having an address of 16 Broad Street, Nantucket, MA 02554 with its usual place of business at 16 Broad Street, Nantucket, MA 02554 (the "Town"), and Nantucket Maria Mitchell Association, having an address of 4 Vestal Street St., Nantucket, MA 02554 (the "Grantee").

WITNESSETH:

WHEREAS, the Grantee is the owner of certain property located at 4 Vestal St., Nantucket, Massachusetts, as referred in the Nantucket Assessor Records Map 4233 and Parcel 166 (the "Property");

WHEREAS, the Nantucket Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation act. G. L. c. 44B (the "Act");

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended at Town meeting vote to appropriate from the Community Preservation fund the sum of \$319,000 to be used for the purpose of Restoration of the exterior of the observatory on Vestal Street (the "Project"); and

WHEREAS, the Nantucket Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Project;

NOW THEREFORE, the TOWN and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 32: "Appropriation: FY2021 Community Preservation Committee at the June 25, 2020 Town Meeting, and as appropriated by said Town (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto and in accordance with the terms of the Grant Agreement.

2. Conditions.

- a) The nature and purpose of the project is for the Restoration of the exterior of the observatory on Vestal Street (the "Project")
 - b) The Grantee agrees to preserve or restore the property by the use of the Funds. Before the Grantee obtains more than fifty percent (50%) of the Funds, the Grantee shall grant to the CPC a mutually acceptable historic preservation restriction on the Property meeting the requirements of G.L. c. 184, Sections 31-33, approved by the Massachusetts Historical Commission and recorded, with the CPC's acceptance thereof, with the Nantucket County Registry of Deeds (see copy of deed restriction on file in CPC office), running to the benefit of the Town and guaranteeing that the Restriction will be enforceable in perpetuity or for the maximum term allowed by law. Grantee shall convey the Restriction free of liens, easements and restrictions that would interfere with the Town's exercise of its rights under the Restriction.
 - c) Work on the project must commence within 2 years from the date this grant agreement is signed by the parties.
 - d) The Grantee shall seek the approval of, and work closely within the CPC Project Manager, Dawn Hill-Holdgate in the implementation of the Project.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and second person, authorized to act if the contact person is unavailable.
4. Allowable Expenses. Funds shall be used solely for work included in the Project and within the scope of the Proposal. If the CPC determines that funds have been spent on goods and/or services not included in the Project or within the scope of the Proposal reimbursement may not be authorized. The Town CPC's consent shall not be unreasonably withheld.
5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town or their successors in office, personally liable for any obligation under this Grant Agreement.
6. Indemnification. The Grantee shall indemnify, defend, and hold the town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, actions causes of actions costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.

7. Inspections and Reports. The Grantee shall provide the CPC with progress reports at three (3)-month intervals beginning sixty (60) days from the date of the signing of this Grant Agreement for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The CPC reserves the right to require supplementary information from the Grantee regarding the quarterly reports or final notification. The CPC shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.
8. Project Application. The Grantee's Project application shall be subject to conditions that the Town may impose upon the award of the grant, which shall be attached to the application.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments The CPC/Town shall disburse an amount not to exceed 50% of the Funds (or \$159,000) to Grantee for the cost of performing the work which disbursements shall be made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The CPC reserves the right to review all final plans for compliance with CPA guidelines and for their concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals. cost thereof. The CPC/Town shall have the right to ask for supplementary information. The balance of the Funds (or \$159,000) shall be paid when the Restriction required under Paragraph 2 hereof has been approved by the Massachusetts Historical Commission (the "Approval"), and the Town's acceptance thereof, and the Approval have been recorded with the Nantucket Registry of Deeds. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the CPC/Town shall have no obligation to pay the Excess.
11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town will then issue a written notice to the Grantee terminating the grant agreement. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation,

recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 19 shall survive said expiration or earlier termination.

13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, no additional Funds shall be provided to the Grantee and Grantee shall promptly refund any Funds already expended by Grantee. The CPC/Town may take such steps as are necessary, including legal action, to recover such Funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant agreement, the Grantee shall pay any and all costs including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
14. Compliance with Laws. The grantee shall comply with all Federal state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference and shall be responsible for obtaining all necessary licenses permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable by the parties a permanent sign stating that the Project was funded through the Community Preservation Fund program. The Grantee shall also identify that the Project was funded through the Town of Nantucket Community Preservation Committee in its written materials about the Project, including press releases, brochures, and similar materials.
17. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Permits and Licenses. It is the obligation of the Grantee to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.

19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[signatures follows]

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

TOWN OF NANTUCKET

By: C. Elizabeth Gibson
Name: C. Elizabeth Gibson
Title: Town & County, Manager

[Grantee]

By: Jason A. Angel
Name: Jason Angel
Title: MMA Deputy Director

By: _____
Name:
Title:

Community Preservation Committee (CPC)

By: Kenneth Beaugrand
Name: Kenneth Beaugrand, et al.
Title: CPC Chairman

granted premises, In witness whereof We the said William Holland
and Annie Holland hereunto set our hands and seals this
twenty-fifth day of April in the year one thousand nine
hundred and four. Signed, Sealed and delivered in presence
Albion J. Mowry } William Holland, Seal.
Annie Holland, Seal.

Commonwealth of Massachusetts, Nantucket ss. Nantucket,
April 25th 1904. Then personally appeared the above-named
William Holland and acknowledged the above-named
deed to be his free act and deed, before me - Albion J.
Mowry, Justice of the Peace.

April 26, 1904. 9 h. 48 m. A.M. Received and entered.
Attest: *Louisa Parker, Register.*

Know all men by these presents. That We, Charles C.
Croby and Henry S. Weyer, both of Nantucket, County of
Nantucket, Commonwealth of Massachusetts, Trustees,
in consideration of One dollar and other considerations,
kind by the Nantucket Maria Mitchell Association, a
corporation established under the laws of the Commonwealth
of Massachusetts, the receipt whereof is hereby acknow-
ledged, hereby grant, bargain sell and convey unto the
said Nantucket Maria Mitchell Association its
successors and assigns forever - a certain tract of land
and the buildings thereon, situated in said Nan-
tucket, and bounded Southerly by Vestal Street, Westerly
by land now or late of Cordelia F. Coffin; Northerly by land
of Arietta Hussey, formerly of Charles S. Cathcart, and
Easterly by land now or late of the heirs of Charles Easton,
being the same conveyed to me by the heirs of Mary S.
Mitchell by deed dated January 1, 1903, and recorded
with Nantucket County Deeds, lib. 85, folios 32-33-34-35.
To have and to hold the granted premises, with all the
privileges and appurtenances thereto belonging, to the
said Nantucket Maria Mitchell Association and its
successors and assigns to its and their use and behoof
forever. And we do hereby, for ourselves and our heirs, ex-
ecutors and administrators, covenant with the said
grantee and its successors and assigns that the granted
premises are free from all incumbrances made or suffered
by us or either of us, and that we will and our heirs,
executors, and administrators shall warrant and defend
the same to the said grantee and its successors and
assigns forever against the lawful claims and demands
of all persons claiming by, through, or under us or either
of us but against none other. In witness whereof We,
the said Charles C. Croby and Henry S. Weyer, Trustees,
hereunto set our hands and seals this twenty-first
day of April in the year one thousand nine hundred

Croby
+
Weyer
Trustees
to
Nant. Maria
Mitchell
Association

and four. Signed and Sealed Charles C. Crosby Seal.
 in presence of Emma Cook to both Henry S. Weyer Trustees. Seal.
 Commonwealth of Massachusetts, Nantucket ss. Nantucket,
 April 21 1904. Then personally appeared the above-named
 Charles C. Crosby and Henry S. Weyer, Trustees, and
 acknowledged the foregoing instrument to be their free
 act and deed, before me Henry B. North, Justice of the
 Peace.

April 26, 1904. 2 hr. 25 m. P. M. Received and Entered.
 Attest: *Lamilton Parker, Register.*

Know all men by these presents that I, Barzillai K. Burdett
 of Nantucket, in the County of Nantucket and Commonwealth
 to Massachusetts, widow, in consideration of One Dollar and
 Pitman and other valuable considerations to me paid by Timothy C. Pitman
 of Nantucket aforesaid, the receipt whereof is hereby acknowl-
 edged, do hereby give, grant, bargain, sell and convey unto
 the said Pitman his heirs and assigns forever my shop
 together with the land thereto belonging in Nantucket
 aforesaid, being water lot land Share No. (20) twenty and
 a part of Share No. (21) twenty-one situated North of the Old
 North Wharf: Bounded as follows: Northerly (44) forty-four feet
 by land of persons unknown or by a way; Easterly (30) thirty
 feet by land owned by James A. Holmes, Wm. W. Mc Cleave
 and Manuel Thomas formerly of Joseph C. Bodfish, Southern
 (44) forty-four feet by said Wharf and Westerly (30) thirty feet
 by land formerly of Samuel and Timothy Hussey. Being the
 same land conveyed to me by two separate deeds, one from Thomas
 F. Mitchell and others (heirs of Seth Mitchell), dated July 4,
 1836 and recorded on page 74. Book 34 of the Records of Deeds
 for the County of Nantucket, and the other from John C. Pitman
 dated October 6, 1855, and recorded on page 73. Book 54 of said
 records, to which deeds and records reference may be had
 for a more minute and specific description of the premises
 hereby conveyed. To have and to hold the granted premises
 with all the privileges and appurtenances thereto belonging
 to the said Timothy C. Pitman and his heirs and assigns
 to their own use and behoof forever. And I hereby for my
 self and my heirs, executors and administrators, Covenant
 with the grantee and his heirs and assigns that I am
 lawfully seized in fee-simple of the granted premises, that
 they are free from all incumbrances, that I have good right
 to sell and convey the same as aforesaid; and that I will and
 my heirs, executors, and administrators shall warrant and
 defend the same to the grantee and his heirs and assigns
 forever against the lawful claims and demands of all
 persons. In witness whereof I, the said Barzillai K. Burdett
 hereunto set my hand and Seal this twenty-eighth day
 of April in the year one thousand nine hundred and four.

Signed,
 David
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to Emily P. Rice and Robert B. Coffin, Surveyed by Wm J. Codd, Nov. 4, 1887; and filed with Nantucket Deeds in Book of Plans No. 2 page 52; thence running Northerly on the line of Atlantic Street, Seventy-five (75) feet; thence Westerly by other land of mine One hundred and fifty (150) feet; thence Southerly by lot No. 23 and 24 on said plan one hundred and fifty (150) feet to the point of beginning. Being a portion of the land conveyed to me by deed of my father John Pitman, dated April 23, 1887, recorded with Nantucket Deeds. lib. 71 fol. 293. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Mary Mc Clare and her heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators, covenant with the grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Frederick M. Pitman, widow, hereunto set my hand and Seal this first day of October in the year one thousand nine hundred and six. Signed, Sealed and delivered in presence of

Emma Cook

Frederick M. Pitman, Seal.

Commonwealth of Massachusetts, Nantucket ss. Nantucket, Oct. 1, 1906. Then personally appeared the above-named Frederick M. Pitman and acknowledged the foregoing instrument to be his free act and deed, before me a Justice of the Peace.

October 10, 1906. 10 h. 30 m. A. M. Received and entered.

Attest:

Lauriston Bunker, Register

Know all men by these presents that Lydia S. Hinchman and Charles S. Hinchman, her husband, of Philadelphia, Pennsylvania, in consideration of One dollar & other consideration, paid by the Nantucket Maria Mitchell Association, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said the Nantucket Maria Mitchell Association, that piece or parcel of land, situate on the northerly side of Vestal Street in the town of Nantucket, State of Massachusetts, bounded & described as follows: Beginning at a point on the northerly side of Vestal Street distant 154.10 feet from the corner of Mill & Vestal Streets, which

Hinchman
to
The Nant.
Maria Mitchell
Association

point is on the dividing line between property now of the
 Hantucket Maria Mitchell Assn. and the property con-
 veyed by this deed; thence N. 59° 45' W., 40 feet; thence N.
 30° 05' E. along land conveyed by said Lydia S. Hinchman
 to Bridget E. Williams, 58 feet more or less to the line
 which divides the land of said Lydia S. Hinchman from
 lands of Emily F. Deacon & Franklin Folger; thence South-
 easterly along said line 40 feet to line of land now of Han-
 tucket Maria Mitchell Association; thence along said land
 S. 30° 05' W., 59.2 feet to the place of beginning. Bents a part
 of the premises which Hiram C. Folger, Guardian, etc., by
 virtue of a license granted August 16th 1906 by the probate
 Court of Hantucket, granted & conveyed to Lydia S. Hinchman
 by deed dated September 6th 1906. Subject to the provision that
 no building shall ever be erected on the land hereby con-
 veyed, except a fire proof observatory and a fire proof heating
 plant, erected for the sole use of the said Hantucket Maria
 Mitchell Association. To have and to hold the granted
 premises, with all the privileges and appurtenances there-
 to belonging to the said the Hantucket Maria Mitchell Associa-
 tion and their successors and assigns, to their own use and
 behoof forever. And We hereby for ourselves and our heirs,
 executors and administrators, covenant with the grantee
 and their successors and assigns that we are lawfully
 seized in fee-simple of the granted premises, that they are
 free from all incumbrances, that we have good right
 to sell and convey the same as aforesaid; and that we
 will and our heirs, executors, and administrators shall
 warrant and defend the same to the grantees and their
 successors and assigns forever against the lawful claims
 and demands of all persons, claiming or to claim the same,
 by, from or under us, or either of us. And for the consider-
 ation aforesaid We, hereby release unto the grantees and their
 successors and assigns all right of or to both dower and
 homestead in the granted premises, and all other rights
 and interests therein. In witness whereof We, the said
 Lydia S. Hinchman & Charles S. Hinchman have here-
 unto set our hands and seals this first day of October
 in the year one thousand nine hundred and Six (1906)
 Signed and sealed in presence of Lydia S. Hinchman. Seal.
 of Edw. Ramsey - C. R. Hinchman Charles S. Hinchman. Seal.
 Commonwealth of Pennsylvania. County of Philadelphia
 October 1, 1906. Then personally appeared the above-named
 Lydia S. Hinchman & Charles S. Hinchman and acknowledged
 the foregoing instrument to be their free act and deed, before
 me - Edw. Ramsey, Notary Public, (L. S.) Commission expires
 February 26th 1909. State of Pennsylvania, County of Philadel-
 phia, ss. Wm. Russell Thayer, Prothonotary of the County of

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Philadelphia and Clerk of the Courts of Common Pleas of said County, which are Courts of Record, having a common Seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate, do by my Deputy James W. Fletcher, authorized by Act of Assembly of May 26, 1897, certify, That Edw. Ramsey Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds of Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania and to all whose acts, as such, Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania. In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Court, this Sixth day of October in the year of our Lord one thousand nine hundred and Six (1906) W. Russell Thayer, Prothonotary. Jas. W. Fletcher Dep. Prothonotary. Durante Absentia, Secundum Legem.

October 10, 1906. 10 m. 30 m. A.M. Received and entered.

Attest: *Wm. H. Bruck, Register.*

Know all men by these presents that I, Elizabeth S. Parker of Nantucket, County of Nantucket, Commonwealth of Massachusetts, widow, in consideration of One dollar and other considerations, paid by my daughter Ellen S. Pease wife of B. Chester Pease of said Nantucket, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Ellen S. Pease her heirs and assigns forever - a certain tract of land with the dwelling-house and all other buildings thereon, situate on Liberty Street in said Nantucket, and bounded Easterly by Liberty Street, Southerly by land of Albert C. Brock, formerly of John M. Gardner, Westerly and Northerly by land of said Brock, formerly of David Edger, my title came to me in part by inheritance from Judith Brown, deceased, and in part by deeds as follows: from John C. and Sarah J. Page, dated April 14, 1873, recorded with Nantucket Deeds, lib. 62 fol. 316; from Albert C. Brown et al, dated April 15, 1874, lib. 63 page 79; from James C. Sterbuck, Guardian, dated July 2, 1874, lib. 63 page 213 of said deeds. See also will of Sarah Brock probated with Probate Records for the County

Parker
to
Pease.

feet by North Liberty Street, Northerly Fifty One (51) feet by a roadway, twenty four feet (24) wide, said roadway running Easterly from North Liberty Street to Ciccadilly Road as shown on said plan number three, Easterly Forty Six (46) feet by Lot number sixteen (16), Southerly Forty Six (46) feet by Lot number Twenty Four (24) being a portion of the land conveyed to Walter J. Brock by Edwin H. Francis by deed dated July 19th 1923, recorded with Nantucket County Deeds, Book 100, Page 576; being about 2166 square feet in area, with all rights and privileged to a free use of the roads, courts, walks and park places shown on said plan number three, also all rights in such lots as may be set aside for the use of the community. Witness my hand and seal this first day of April 1926.

Walter J. Brock (Seal)

Commonwealth of Massachusetts. Nantucket ss. April 1st, 1926. I have personally appeared the above named Walter J. Brock and acknowledged the foregoing instrument to be his free act and deed, before me, Albert G. Brock, Justice of the Peace. My commission expires Feb. 8, 1929.

July 1, 1926. 3 hrs 20 m. p. m. Received and entered.

Attest:

Philip & Emile
to
Nant. Inst. for
Savings.

See Mtg.

Book 102

Page 288.

We, Philip Tallor and Emile Guesky, both of Nantucket, Massachusetts, holder of a mortgage from Bertha C. Jackson, of said Nantucket, to said Philip Tallor and Emile Guesky, dated November 28, 1925 recorded with Nantucket County Deeds Book 102 Page 288 assign said mortgage and the note and claim secured thereby to the Nantucket Institution for Savings, a corporation established under the laws of the Commonwealth of Massachusetts, Witness our hands and seals this second day of July 1926.

Philip Tallor (Seal)

Emile Guesky (Seal)

Commonwealth of Massachusetts. Nantucket ss. Nantucket, July 2, 1926. I have personally appeared the above named Philip Tallor and Emile Guesky and acknowledged the foregoing instrument to be their free act and deed, before me, Emma Cook, Justice of the Peace. My commission expires May 1st, 1931.

July 2, 1926. 11 hrs. 30 m. a. m. Received and entered.

Attest:

Williams
to
Maria Mitchell
Assoc.

I, Bridget E. Williams, wife of Charles J. Williams, of Nantucket, Nantucket County, Massachusetts, for consideration paid, grant to The Nantucket Maria Mitchell Association, a corporation established under the laws of the Commonwealth of Massachusetts, of said Nantucket, with warranty covenants the land in said Nantucket with the dwelling house and all other buildings thereon, bounded and described as follows: - Northerly by land of Emily F. Deacon, formerly of Roland B. Nucsey, and by land of the heirs of Alice M. Markoff; Easterly by land formerly of Frederick C. Gerdner; Southerly by Vestal Street; Westerly by land of the heirs of Harris C. Field, formerly of Ezekiah Paddock. Being the same property conveyed to me by William H. Horcross by deed dated April 16, 1923, recorded

with Nantucket Deeds Book 85 page 119. Second:- a piece of land adjoining the above described tract, bounded and described as follows:- beginning at a point on the Northern side of Vestal Street which is at the Southwestern corner of the land of said Corporation, formerly of Lydia S. Hinckman, distant 203.10 feet, more or less from the corner of Wick and Vestal Street; thence along the dividing line between said land and land above described, N. 27° 45' E. 151 feet, more or less to line of land of Emily F. Deacon; thence Southeastly along said line (which is the dividing line between land of said Corporation and land of Emily F. Deacon and land formerly of Franklin Folger) eleven and 5/10 (11.5) feet; thence S. 30° 35' W. fifty-eight (58) feet, more or less to the line of Vestal Street, thence N. 59° 45' W. nine (9) feet to the point of beginning. Being the same strip of land conveyed to me by Lydia S. Hinckman by deed dated October 1, 1906, recorded with said Deeds Book 87 pages 427, 428, and subject to all restrictions contained therein. I, Charles S. Williams, husband of said grantor, release to said grantee all rights to an estate by the curtesy and other interests therein. Witness our hands and seals this first day of July 1926.

Bridget E. Williams (Seal)

Charles S. Williams (Seal)

State of Rhode Island, Washington Co. ss. Narragansett, R.I. July 1st 1926. Then personally appeared the above-named Bridget E. Williams and acknowledged the foregoing instrument to be her free act and deed, before me, H. Herbert Caswell, Notary Public. My commission expires June 30, 1929. (Seal)

State of Rhode Island, County of Washington, I, William H. Caswell, Clerk of the Superior Court for the said County, the same being a Court of Record, do hereby certify, that H. Herbert Caswell, Esquire, whose name is subscribed to the Certificate of the Proof or Acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public, in and for said State, residing in said County, duly commissioned and sworn and authorized by the laws of said State to administer oaths, take depositions and the proof or acknowledgment of deeds and other instruments or conveyances for land, tenements or hereditaments in the State of Rhode Island to be recorded therein. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine. I further certify that the seal of Notary Public who took said acknowledgment or proof is not required by law to be filed in this office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court the 1st day of July A.D. 1926. W^m H. Caswell Clerk. (Seal)
July 3, 1926. 11 hrs 50 m. a.m. Received and entered.
Clerk



Property Information

Property ID 10085
 Location 1 VESTAL ST
 Owner MARIA MITCHELL ASSOCIATION



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

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

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

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



Agenda Item Summary

Agenda Item #	VIII. 5.
Date	6/11/2025

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for preliminary review of Historic Preservation Restriction (HPR) for 10 Sherburne Turnpike to be held by Nantucket Preservation Trust.

Executive Summary

Pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, when an HPR is submitted, it is preliminarily reviewed by the Select Board to give Members opportunity for comments before being sent to Town Counsel for review and an issuance of a report.

Staff Recommendation

Review the HPR and vote to forward to Town Counsel for review and issuance of a report.

Background/Discussion

N/A

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

The HPR purpose is to assure that the architectural, historic, and cultural features of the Property and the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or the Building that will significantly impair or interfere with the preservation values of the Property or the Building is hereby prohibited.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy



Attachments

Conservation Restriction and Preservation Restriction Policy; cover letter from Nantucket Preservation Trust; draft HPR for 10 Sherburne Turnpike; View Agreement; Deeds; GIS map





TOWN OF NANTUCKET

CONSERVATION RESTRICTION AND PRESERVATION RESTRICTION POLICY

Effective date: February 23, 2011

Adopted: February 23, 2011

I. Purpose

This policy is implemented to ensure that proposed conservation and preservation restrictions are submitted to the Board of Selectmen for preliminary review and comment to make certain that a restriction complies with the requirements of Massachusetts General Laws Chapter 184 section 31 and is found to be in the public interest.

II. Policy

Proposed conservation and preservation restrictions must be submitted to the Board of Selectmen for preliminary review and comment, either before or concurrently with a submission to the state Division of Conservation Services or Massachusetts Historical Commission.

III. Process

Proponents must submit a copy of a preliminary restriction to the Board of Selectmen requesting review and comment. Once the Board's preliminary review is complete, and the state has reviewed the restriction and it is in its final form, the proponent must then submit the final document to Town Administration which will forward it to Town Counsel for review (see checklist for assembly of Town Counsel package). Once Town Counsel has prepared its report and returned the restriction package to the Board of Selectmen, the restriction will be placed on a Board of Selectmen agenda for final review and approval.

IV. Fee

Proponents of conservation and preservation restrictions are responsible for prompt payment of Town Counsel legal review. The proponent will be sent the legal bill to pay through the Town to Town Counsel. If the Board of Selectmen approves the restriction and once the legal bill has been paid, the restriction will be processed. If timing is an issue, and payment is in process, exceptions may be made.

V. Noncompliance

Any conservation and preservation restrictions submitted to the Board of Selectmen at the final stage, without preliminary review and comment, risk a delay in their approval while the Board of Selectmen reviews the restriction and possibly offers new input on the restriction.



NANTUCKET PRESERVATION TRUST

Preserving the Island's Architectural Heritage

May 30, 2025

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Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

RE: Nantucket BOS Review of 10 Sherburne Turnpike (f/k/a Helene C. Hindley House) Preservation Restriction

Dear Chair Holdgate,

I am writing with regard to a pending preservation restriction requiring the Select Board's review.

The Helene C. Hindley House (10 Sherburne Turnpike) was constructed c. 1930 and is a good example of Colonial Revival summer house style home in the Cliff neighborhood. Built for Helene and Charles T. Hindley, who owned and managed the contracting firm Thomas Hindley & Son in New York City, the house preserves nearly all elements of its original Colonial Revival style design and finished. Notable elements of the exterior include the building's central chimney, symmetrical garden and street facades, pilastered corners, wide entablature at the eaves, projecting window frames built to resemble plank frames, decorative latticework, among others. The building's interior retains many original features and fixtures and is unusually complete in the survival of its Colonial Revival style elements, which reflect the original owners' work as interior contractors in the 1930s.

The current owner wishes to preserve these interior and exterior character defining features with a preservation restriction. We hope the Select Board will agree this property highlights important aspects of Nantucket's cultural and architectural history and should be preserved. Please contact me with any questions.

With best wishes,


Mary Bergman

GRANT OF HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this ____ day of _____, 2025, by and between Whitlock 2015 Revocable Trust, dated December 21, 2015, as amended, Trustees F. Brand Whitlock and Mary J. Whitlock with a mailing address of 9 Horizon, Plymouth, MA 02360 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of Post Office Box 158 Nantucket, Massachusetts 02554 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land, together with the buildings thereon, located in the Town of Nantucket, Nantucket County, Massachusetts, now known and numbered as 10 Sherburne Turnpike, being the property shown as Lot 6 on a "Subdivision Plan of Land in Nantucket, dated July 27, 1987" prepared by Hart - Blackwell & Associates, Inc., Surveyors filed as Plan 14101-C and filed with Certificate of title No. 13,168 at the Nantucket County Registry District of the Land Court which is incorporated herein by reference as **Exhibit B**; and being the same property conveyed to the Grantor by Deed from F. Brand Whitlock and Mary J. Whitlock, dated May 10, 2023, filed and registered with the Nantucket County Registry District of the Land Court as Document No. 177916, noted on Certificate of Title No. 29306 (hereinafter "the Property"). A description of the Property is attached hereto as **Exhibit A**, and said Plan of Land being incorporated herein by reference as **Exhibit B** attached hereto. The Property includes the following structures:

The Helene C. Hindley House formerly known as "The Three Bears" in the 1930s and currently known as "Edgecliff" (hereinafter "the Building") is a wood-frame house of Colonial Revival style design composed of a one and one-half story main block with a central chimney and a one-story kitchen wing attached to the west gable end of the main block. Built for Helene and Charles T. Hindley who owned and managed the family's interior contracting firm of Thomas Hindley & Son in New York City, the house preserves nearly all elements of its original Colonial Revival style design and finishes. Notable elements of the exterior include the building's central chimney, symmetrical garden and street facades, pilastered corners, wide entablature at the eaves, projecting window frames built to resemble plank frames, and its added portico on the north elevation with square columns, decorative latticework, and balustrade. formerly and the current street façade (north elevation). The Building's interior preserves original room layouts and finishes include face-nailed softwood floors,

plastered walls and ceilings, paneled and tongue-and-groove board wainscots, cased beams with beaded edging, beaded sheathing, four fireplaces and wooden surrounds, paneled doors hung with iron and brass HL hinges and latches, and original lighting fixtures made in the Colonial Revival style and of antique oil lamps converted to electricity. The interior is unusually complete in the survival of its Colonial Revival style elements which reflect both the original owners' taste and their work as interior contractors.

At the west elevation of the Building, there are two wood-frame storage sheds set on posts and added to the west elevation of the Building.

WHEREAS, the Property and the Building contribute to the historic setting of the surrounding historic district;

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in local, state, and national history and culture under the provisions of Mass. Gen Laws c. 184, §§31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a charitable corporation whose primary purposes include the preservation of historically significant buildings and is a qualified to accept preservation restrictions under the Act;

WHEREAS, the Building and Property are significant for their architectural design and historic uses that reflect the economic, aesthetic, and cultural history of the Town of Nantucket, Massachusetts, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, the Building and Property are a contributing resource to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2012, are located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970; are included in the State Register of Historic Places, are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter the "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the preservation values of the Building and the Property are documented in a set of reports, drawings, and photographs (hereinafter the "Baseline

Documentation”) incorporated herein by reference as Exhibits A, B, C, and D, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (**Exhibit A**); (2) a “Subdivision Plan of Land in Nantucket,” dated July 27, 1987 and prepared by Hart-Blackwell & Associates, Inc., Surveyors which is attached hereto and incorporated herein by reference as **Exhibit B**; (3) a set of fourteen (14) exterior photographs and thirty (30) interior photographs produced by Brian Pfeiffer, dated April 16, 2024 copies of which are attached hereto and incorporated herein by reference as **Exhibit C**; (4) Helen C. Hindley House/“Edgecliff,” Massachusetts Historical Commission Inventory Form B prepared by Brian Pfeiffer and Colin Cohan, dated June 10, 2024, attached hereto and incorporated herein by reference as **Exhibit D**; and (5) a set of two (2) floor plans of the Building indicating interior spaces protected under this Restriction, copies of which are attached hereto and incorporated herein by reference as **Exhibit E**; copies of the Baseline Documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property and the Building will assist in preserving and maintaining the Property and the Building, and its architectural, historic, and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Property and the Building pursuant to the Act;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to M.G.L. Chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter “the Restriction”) in gross in perpetuity over the Building and the Property.

1. PURPOSE. It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Property and the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or the Building that will significantly impair or interfere with the preservation values of the Property or the Building is hereby prohibited.

2. GRANTOR'S COVENANTS.

2.1 **Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain, replace, repair, and reconstruct the Building, as hereinafter set forth, as necessary to preserve the Building in substantially the same structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall also require that the Property's yard south of the Building shall be preserved as open space. Subject to the casualty provisions of Paragraphs 7 and 8 of this Restriction, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that, pursuant to Paragraph 6(c) hereof, does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as **Exhibit F** and hereinafter referred to as the "Restriction Guidelines." Grantor's obligation to maintain shall be subject to the provisions of Paragraphs 3.1(f) and 6(b) hereof.

2.2 **Grantor's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

- (a) the Building shall not be demolished, removed, re-located, or razed except as provided in Paragraphs 7 and 8 hereof;
- (b) nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from Sherburne Turnpike;
- (c) no structure shall be constructed on the Property between the Building and Sherburne Turnpike;
- (d) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (e) the Property shall not be divided or subdivided in law or in fact, except for minor lot line adjustments that do not result in the creation of additional buildable lots; and

- (f) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded, may be created on the Property.

3. GRANTOR'S CONDITIONAL RIGHTS.

3.1 **Conditional Rights Requiring Approval by Grantee.** Without the prior express written approval of Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions on the Building:

- (a) alter the following features of the Building, subject, however, to the maintenance covenants of Paragraph 2.1 hereof:
 - (1) exterior massing: the footprint, roof planes, and chimney placement;
 - (2) structural elements: foundation walls, the chimney base, chimney stack, including all four (4) fireboxes and their hearths; internal wood-frame construction including all sills, posts, plates, girts, tie-beams, joists, studs, wind braces, rafters, purlins, ridgepoles, and other timber elements;
 - (3) exterior architectural features including the façade (north elevation), east, west and south elevations of the Building; such protected architectural features shall include:
 - a. the central chimney's brick cap;
 - b. all projecting window frames made in the style of traditional plank-frame window cases, and all sash at all elevations;
 - c. all wooden trimmings including:
 - i. all wood-shingled wall surfaces at all elevations;
 - ii. all corner pilasters, entablatures, eaves with wooden gutters, and beaded rake boards at all elevations;
 - iii. the main (north) entry, its portico, square columns with moulded plinths and capitals, its entablature, roof balustrade, latticework ends (east and west) and doorway composed of a six-panel door with a surface-mounted iron box lock on the interior, and flanked by five-pane sidelights
 - iv. the west kitchen entry with its portico, square columns with moulded plinths and capitals, its entablature, and its French door with fifteen (15) lights;

- v. the south kitchen entry and French door with fifteen (15) lights set in a flat-stock surround; and
 - vi. the south (garden) entry frame composed of pilasters with moulded plinths and capitals supporting a wide entablature that frame contemporary replacement French doors with fifteen (15) panes in each of the doorway's two panels;
 - d. all roof surfaces, wooden gutters, and wood-boxed downspouts;
- (4) alter interior architectural features, including:
- a. the interior floorplan at both first and second floors including all partitions, doorways, halls and other spaces excepting the kitchen, laundry room, and half-bathroom located in the first floor of the kitchen (west) wing and the first-floor bathroom adjoining Bedroom #1;
 - b. all wooden floors, baseboards, beaded sheathing, wainscots both paneled and tongue-and-groove boarding, moulded ceiling cornices, flat-stock window and door cases, paneled doors, cased beams, fireplace surrounds, mantelpieces, balustrades, newels, and railings;
 - c. all plaster walls and ceilings, excepting only the kitchen, laundry room, and half-bathroom in the kitchen (west) wing and the first-floor bathroom adjoining Bedroom #1;
 - d. all door hardware including all iron "HL" hinges, iron Suffolk and Norfolk latches, brass Suffolk and Norfolk latches, slide bolts, and box locks;
 - e. all original lighting sconces and pendants made in a Colonial Revival style or composed of antique elements in the following locations:
 - i. Entry Foyer (south) and stairhall at first and second floors: two (2) tinware pendants with blown-glass shades and two (2) tinware sconces;
 - ii. Living Room: five (5) tinware sconces with scalloped heads;
 - iii. Front Foyer: one (1) ceiling light with mirrored eight-point star mount and two (2) nineteenth-century brass kerosene lamps with glass hurricane shades;
 - iv. Bedroom #1: two (2) nineteenth-century oil lamps with green glass reservoirs, hurricane shades converted to sconces with iron mounts;

- v. Dining Room: seven (7) Colonial-revival style wall sconces with concave reflectors lined with mirrors set in a mosaic pattern, fixtures have etched glass shades;
 - vi. Bedroom #2: two (2) Colonial-revival style tole tin sconces with scalloped cut-mirror concave reflectors;
 - vii. Bathroom at 2nd floor: two (2) Colonial-revival style tole tin wall sconces with circular cut-mirror concave reflectors; and
 - viii. Bedroom #3: two (2) Colonial-revival style tole tin wall sconces with scalloped cut-mirror concave reflectors;
- (b) erect or replace any external signs or external advertisements except: (i) such plaque permitted under Paragraph 12.8 of this Restriction and (ii) a sign stating solely the address and/or name of the Property;
- (c) make permanent substantial topographical changes to the Property;
- (d) construct additional service structures or sheds, or enlarge the footprints of existing service structures, sheds or paving;
- (e) change the use of the Building and the Property to any use which Grantee reasonably determines would conflict with the Purpose of the Restriction; and
- (f) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that reasonably may be expected to make material changes in the exterior appearance, materials, or workmanship of the protected features of the Building, except as otherwise provided herein.

3.2 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 Review of Grantor's Requests for Approval. In connection with Grantee's approval of the conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications, and designs, and a Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request

as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4. **STANDARDS FOR REVIEW.** Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Property or the Building for the sole purpose of evaluating any construction to or alteration, repair, maintenance, or reconstruction of the exterior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

5. **PUBLIC ACCESS.** Grantor shall not block views of the Building from the public rights of way on Sherburne Turnpike either by intentional planting or fencing; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library. This Restriction does not require public access to the Property.

6. **GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE.** Subject to the provisions of Paragraphs 2.1, 2.2, 3.1 and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

- (a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;
- (b) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. Changes in appearance, materials, or workmanship from that existing prior to

the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of Paragraph 3 of this Restriction;

- (c) the right to continue all manner of existing residential use and enjoyment of the Building, and Property, including but not limited to the right to maintain existing walkways and driveway with the use of same or similar surface materials; the right to maintain existing utility lines and plantings; the right to cut, remove, and clear grass or other vegetation, and the right to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and Paragraphs 2 and 3 of this Restriction;
- (d) the right to remove or reconfigure storage sheds at the west elevation of the Building, provided that any replacement structures shall be of wooden construction and shall not exceed the height or footprint of the existing sheds, nor shall any replacement sheds block existing windows and doors on the west elevation, nor shall they cause to be built any new openings or penetrations through the west elevation of the Building;
- (e) the right to renovate, update, and otherwise alter or change the interiors of the Kitchen, Laundry Room, Half Bath at the first story, and Bathroom #1 at the first story provided that such renovations, updating or alterations shall not require the enlargement of these spaces or damaged to adjacent protected spaces.
- (f) the right to conduct in the Building or on the Property activities that are not inconsistent with the protection of the preservation values of the Property and the Building; and
- (g) The right to make such modifications to the Building as may be required by governmental entities to comply with local, state, or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of such damage or destruction, such notification to include what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a

written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION.** If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of

such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A" or better by Best's for the guaranteed building cost against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. **INDEMNIFICATION.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **TAXES.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

12. ADMINISTRATION AND ENFORCEMENT

12.1. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, registered, or certified mail with return receipt requested, or hand delivery; if to Grantor, then to The Whitlock 2015 Revocable Trust 9 Horizon, Plymouth, MA 02360 and if to Grantee, then to the Nantucket Preservation Trust at Post Office Box 158 Nantucket, Massachusetts 02554 or to 508-228-1371 for facsimile transmission .

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2. **Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12.3. **Inspection.** Grantee shall be permitted to conduct an annual inspection of the Property, including the exterior and interior of the Building, in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. **Grantee's Remedies.** Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 Liens. Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 Plaque. Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

13. BINDING EFFECT; ASSIGNMENT.

13.1 Runs with the Land. Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained

in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 **Assignment.** Grantee may convey, assign, or transfer this Restriction to a local, state, or national organization that qualifies under the Act to hold preservation restrictions whose purposes, *inter alia*, are to include the preservation of historically significant buildings or sites, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

13.3. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

14. **EXTINGUISHMENT.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Building in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but shall not be limited to, partial or total destruction of the Building resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approvals following public hearings by the Town of Nantucket and the Massachusetts Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

15. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and

Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property and the Building during the term of the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws, including the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Restriction on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

19. **PRIOR LIENS.** Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, easements, liens, or leases prior in right to this Restriction other than the following: View Easement dated September 25, 1987 to Daniel Farber and Caryle Farber for the benefit of Lot 5 as shown on Land court Plan No. 14101-C filed with Certificate of Title No. 13168 at the Nantucket Registry District for the Land Court.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on _____, 2025.

GRANTOR

Whitlock 2015 Revocable Trust, dated
December 21, 2015, as amended

BY: _____
F. Brand Whitlock, Trustee

BY: _____
Mary J. Whitlock, Trustee

GRANTEE

The Nantucket Preservation Trust, Inc.

BY: _____
William M. Moore, President

BY: _____
Samuel Phelan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared F. Brand Whitlock, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Trustee of the Whitlock 2015 Revocable Trust, dated December 21 2015, as amended.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Mary J. Whitlock, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as Trustee of the Whitlock 2015 Revocable Trust, dated December 21 2015, as amended.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named William M. Moore, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Samuel Phelan, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

Notary Public

My Commission Expires:

APPROVAL BY SELECT BOARD OF THE TOWN OF NANTUCKET

We, the undersigned members of the Select Board of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on _____, 2025, the Select Board voted to approve the foregoing Grant of Preservation Restriction by the Whitlock 2105 Revocable Trust, dated December 21, 2015, as amended, pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.

TOWN OF
NANTUCKET By its
Select Board

Dawn E. Hill Holdgate, Chair

Matt Fee, Vice Chair

Thomas M. Dixon

Malcolm W. MacNab, MD, PhD

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Matt Fee, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Thomas M. Dixon, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Malcolm W. MacNab, MD, PhD, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Brooke Mohr, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

Notary Public

My Commission Expires _____

SCHEDULE OF EXHIBITS

- A. Legal Description**
- B. “Subdivision Plan of Land in Nantucket,”** dated July 27, 1987, prepared by Hart - Blackwell & Associates, Inc., Surveyors filed as Plan 14101 in the Nantucket County Registry District of the Land Court
- C. Documentary Photographs**
- D. Massachusetts Historical Commission – Survey Form B**
- E. Floor Plans Showing Protected Interiors**
- F. Restriction Guidelines**

EXHIBIT A

Legal Description

The land together with the buildings and improvements thereon situated at 10 Sherburne Turnpike, Nantucket Town and County, Commonwealth of Massachusetts 02554, bounded and described as follows:

Lot 6 as shown on plan numbered 14101-C, drawn by Hart-Blackwell & Assoc., Inc., Surveyors, dated July 27, 1987, and filed with Certificate of Title No. 13,168 at the Registry District of Nantucket County.

Said land is subject to an Order of Taking in favor of the County of Nantucket dated October 29, 1975, and recorded as Document No. 16520 at said Registry District.

Said land is benefitted by and subject to an Easement over Lot 5 on said plan as set forth in a Deed dated September 25, 1987, and recorded as Document No. 41262 at said Registry District.

Said land is subject to a View Easement dated September 25, 1987, and recorded as Document No. 41263 at said Registry.

For title, see Deed from F. Brand Whitlock and Mary J. Whitlock, dated May 10 ,2023, filed and registered with the Nantucket County Registry District of the Land Court as Document No. 177916, noted on Certificate of Title No. 29306.

EXHIBIT B

Lot 6 as shown on plan numbered 14101-C, drawn by Hart-Blackwell & Associates, Inc.,
Surveyors, dated July 27, 1987", and filed with Certificated of title No. 13,168 at the
Nantucket County Registry District of the Land Court

EXHIBIT C: Documentary Photographs



Photo 1: Façade (north elevation).



Photo 2: Façade - detail of main porch entry.

EXHIBIT C: Documentary Photographs



Photo 3: North lawn and driveway, seen from the widows' walk.



Photo 4: View from widows' walk to capped chimney and typical railing.

EXHIBIT C: Documentary Photographs

Photo 5: West elevation - overall view.



Photo 6: South elevation - kitchen wing - detail of south kitchen entry and storage sheds (photo left).

EXHIBIT C: Documentary Photographs

Photo 7: West elevation - kitchen wing - view of sheds and rear entry porch to kitchen (photo background).



Photo 8: South elevation - overall view.

EXHIBIT C: Documentary Photographs



Photo 9: South elevation - entry & deck - showing typical eave.



Photo 10: South elevation - kitchen wing - detail of corner pilaster, entablature & typical window surround.



Photo 11: South elevation - overall view, including stone steps leading to rear (south) lawn.

EXHIBIT C: Documentary Photographs



Photo 12: South lawn - overall view, including rear stone steps.



Photo 13: East elevation - overall view looking northwest.



Photo 14: East elevation - overall view looking southwest.

EXHIBIT C: Documentary Photographs



Photo 15: Interior - 1st floor - Entry Foyer & staircase.

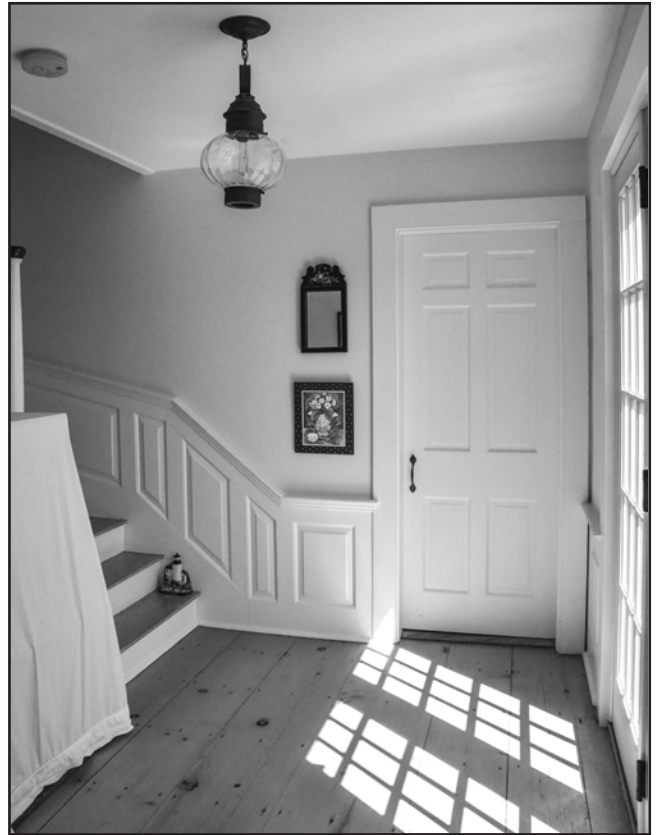


Photo 16: Interior - 1st floor - Entry Foyer & east wall with door to living room.



Photo 17: Interior - 1st floor - Entry Foyer - west wall with door to dining room, showing closet door beneath stair on north wall.



Photo 18: Interior - 1st floor - Entry Foyer - pendant light.

EXHIBIT C: Documentary Photographs



Photo 19: Interior - 1st floor - Living Room (east) - north end.



Photo 20: Interior - 1st floor - Living Room (east) - south end.

EXHIBIT C: Documentary Photographs



Photo 21: Interior - 1st floor - Living Room (east) - west wall with beaded sheathing & fireplace.



Photo 22: Interior - 1st floor - Living Room (east) - sconce on east wall.



Photo 23: Interior - 1st floor - Front Foyer (west end).

EXHIBIT C: Documentary Photographs



Photo 24: Interior - 1st floor - Front Foyer - front door.



Photo 25: Interior - 1st floor - Front Foyer - sconce at west wall.



Photo 26: Interior - 1st floor - Bedroom #1 - east end.

EXHIBIT C: Documentary Photographs



Photo 27: Interior - 1st floor - Bedroom #1 - west end.



Photo 28: Interior - 1st floor - Bedroom #1 - sconce on north wall.



Photo 29: Interior - 1st floor - Dining Room - north and east walls, showing northeast corner fireplace.

EXHIBIT C: Documentary Photographs



Photo 30: Interior - 1st floor - Dining Room - west wall with view towards kitchen.

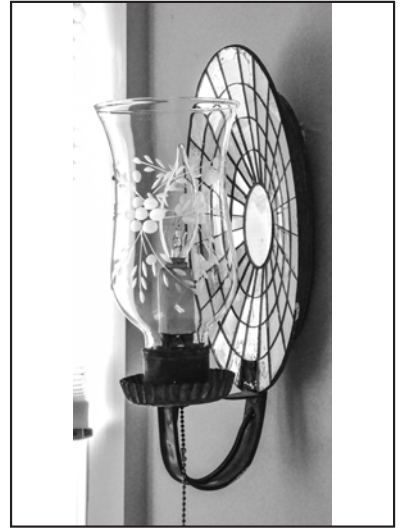


Photo 31: Interior - 1st floor - Dining Room - sconce on west wall.



Photo 32: Interior - 2nd floor - Hall & railings; pendant light and wall sconce visible at photo center and right..



Photo 33: Interior - 2nd floor - Hall showing dormer at south wall.

EXHIBIT C: Documentary Photographs



Photo 34: Interior - 2nd floor - Bedroom #2 - north end. This layout of corner closets flanking the dormer is mirrored at the south end of this room and at both ends of Bedroom #3.



Photo 35: Interior - 2nd floor - Bedroom #2 - west wall with fireplace.

EXHIBIT C: Documentary Photographs



Photo 36: Interior - 2nd floor - Bedroom #2 - detail of west wall fireplace.



Photo 37: Interior - 2nd floor - Bedroom #2 - sconce.



Photo 38: Interior - 2nd floor - Bathroom - west wall of room showing original sink and door.



Photo 39: Interior - 2nd floor - Bathroom - east wall showing original tub and door.

EXHIBIT C: Documentary Photographs

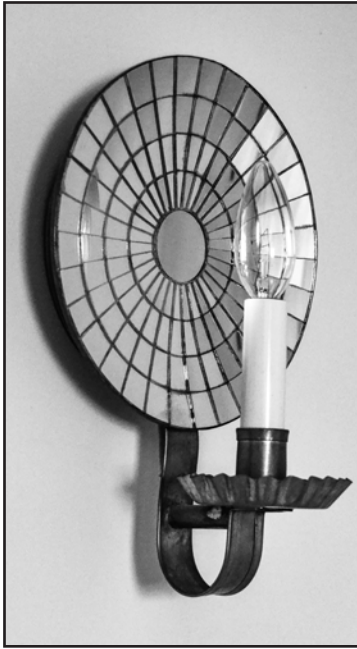


Photo 40: Interior - 2nd floor - Bathroom - sconce.



Photo 41: Interior - 2nd floor - Bedroom #3- south end. This layout of corner closets flanking a dormer is mirrored at the room's north end.



Photo 42: Interior - 2nd floor - Bedroom #3 - east wall with fireplace.

EXHIBIT C: Documentary Photographs



Photo 43: Interior - 2nd floor - Bedroom #3 - detail of east wall fireplace.



Photo 44: Interior - 2nd floor -
Bedroom #3 - sconce at west wall.

FORM B – BUILDING

Assessor's Number

USGS Quad

Area(s)

Form Number

30-175

Nantucket

NAN.C,
NAN.D.

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Town/City: Nantucket, MA

Place: (*neighborhood or village*): The Cliff/Cliff North

Photograph



Address: 10 Sherburne Turnpike

Historic Name: Helene Clayton Hindley House

Uses: Present: Single-family residence

Original: Single-family residence

Date of Construction: 1930

Source: Nantucket Deed; Nantucket *Valuation and Tax List*, 1930; Legal Notice in I&M July 26, 1930. p.4

Style/Form: Colonial Revival / Cape

Architect/Builder: Helene Hindley, designer

Exterior Material:

Foundation: Poured concrete

Wall/Trim: Wood shingle/Painted Wood Trim

Roof: Asphalt shingle

Outbuildings/Secondary Structures: none

Major Alterations (*with dates*): Removal of garage, renovation of western kitchen wing – 1987/88; installation of new main entry to north elevation ca. 1987?

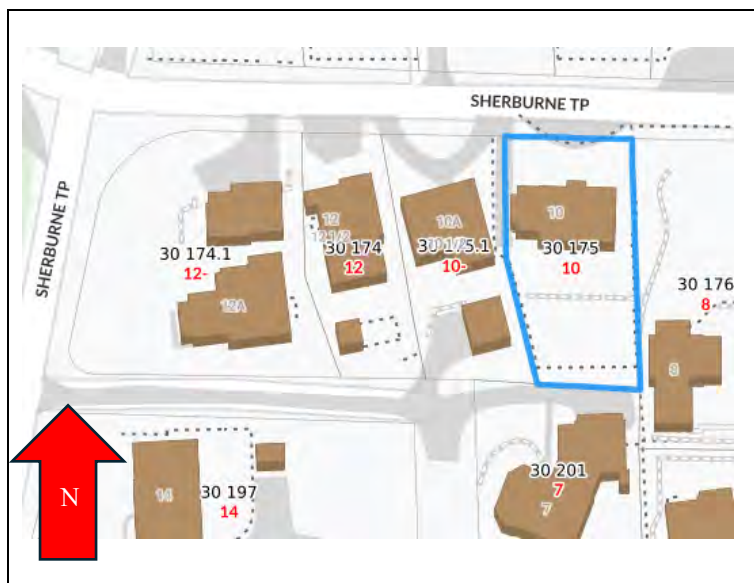
Condition: Excellent

Moved: no ☒ yes ☐ **Date:**

Acreage: 0.17

Setting: The house occupies a slightly elevated site in a rolling landscape with wood-frame houses built as summer houses in the second and third quarters of the 20th century; buildings are irregularly sited to capture views of the Nantucket Sound.

Locus Map



Recorded by: Brian Pfeiffer, Colin Cohan & Betsy Tyler

Organization: Nantucket Preservation Trust

Date (*month / year*): March 2025

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET, MA #10 Sherburne Turnpike

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NAN.C,NAN.D

☐ Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

General Conditions:

The Helene Hindley House stands on an elevated site in an area of curved streets and houses sited irregularly to gain views of the Nantucket Sound and Harbor. As originally constructed, the building consisted of three sections, namely a 1-1/2 story Main House with a rectangular floorplan and pitched roof with end gables, a 1-story Kitchen Wing with a pitched roof and exposed north gable, and a one-story garage with a pitched roof and exposed north gable. In 1987, the original garage was removed following the subdivision of the property into three lots; the Kitchen wing was partially remodeled, and the Main House was left intact. All sections of the building are of wood, stick-built construction set on poured concrete foundations. The building's exteriors are clad with wooden shingles and painted flat-stock wood trim. Windows are all made of wood and protected from the weather with painted triple-track combination storm windows. At present all pitched roofs are covered with asphalt shingles; original roof cladding is not documented.

The Main House Exterior:

The Main House is a 1-1/2 story, Cape Code style house set on a poured-concrete foundation and clad with, weathered wooden shingles and painted flat-stock wooden trim. All first-story windows contain 12/12 wooden sash set in projecting frames constructed to appear as plank frames. Second-story windows at the building's gable ends contain 8/12 wooden sash set in project frames constructed to appear as plank frames. Second-story windows set in dormers consist of 8/12 sash set in flat-stock frames. Specific conditions by elevation are:

North elevation: The façade overlooks a small lawn and curved driveway paved with crushed shell and gravel, framed by a curved hedge of privet on its south side. The primary, central entryway was created ca. 1993 to provide access from Sherburne Turnpike rather than the small lane that originally served as the house's principal entry. The façade of the Main House is symmetrically arranged about the center entry and portico which is flanked by two windows on each side at the first story and surmounted by three symmetrically spaced gabled dormers that were added ca. 1993 to match original dorms on the south slope of the roof (1930). The portico rises from a wooden deck and is supported at each of its corners with paired square columns and pilasters trimmed with fillets and moulded capitals that support a wide entablature. Above the cornice of the entablature there is low balustrade made of square wooden balusters set in top and bottom rails that are set into square posts with moulded caps. Sheltered by the portico at the first story is a six-panel (raised panel) front door protected from weather by a batten storm door composed of two leaves made of unpainted tongue-and-groove boards. Set on the north elevation of the frieze is a plaque bearing the current house name - "EDGECLIFF." East and west sides of the portico are filled with lattices formed of diagonal slats framing a single oval opening at each elevation. Centered on the ceiling of the portico is a pendant lantern composed of a circular glass shade protected within a metal cage. Flanking the entry portico are two pairs of wooden windows (12/12) set in projecting reproduction plank frames without joinery. The

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET, MA #10 Sherburne Turnpike

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NAN.C,NAN.D

first story of the elevation is framed at its ends by pilasters with moulded caps that support a broad entablature for which the wooden gutter services as the cornice. Downspouts at the east and west ends of the elevations are boxed in wooden cases. Three identical, gabled dormers are set on the north slope of the roof. Each dormer contains a single wooden window (8/12) set in a flat-stock frame. Corners of each dormer are trimmed with painted beaded-edge boards and the gables are trimmed with moulded rake boards. Side walls of the dormers are blank and are trimmed at their eaves with a flat-stock fascia. A painted brick chimney rises through the ridge at the center of the roof. The chimney is surrounded by a wooden deck three bays in length and one bay in depth. The deck appears to date from the late 1980s or 1990s. Its base is enclosed by vertical boards spaced to with gaps to promote ventilation and capped by a wide fascia that conceals floor framing. Wooden railings that surround the deck are composed of slender square balusters set into top and bottom rails held off the deck by blocking; railings are set into square posts with moulded baseboards and caps.

East elevation: This gabled elevation contains three evenly spaced windows at the first story and two in the gable at the second storey. Each end of the elevation is framed by corner pilasters that form the return of pilasters on the façade (north) and south elevations. The gable is trimmed with a two-part moulded rake board.

South elevation: Originally the façade when built, this elevation is an identical mirror image of the current façade (north elevation) with the exception its entry and first-story deck. The current center entry to this elevation contains paired French doors (ca. 1993) each leaf of which contains fifteen lights set in metal surround. The doors are framed by the original Greek Revival style surround (1930) composed of two pilasters rising to moulded capitals that support a wide entablature with an undecorated frieze and deeply projecting cornice. A deck made of unpainted wood has been added (ca. 1993) to the northern 3/5 of the elevation extending from the entry to the end of the kitchen wing. The deck is contemporary in its design and materials, being supported on wooden posts concealed by vertical boards with even gaps between boards to promote ventilation. Railings are composed of square balusters set in top and bottom rails that are set into square newels with moulded caps.

West elevation: The west elevation is mostly concealed by the Kitchen Wing which is attached to it. Exposed sections at its northwest corner where a corner pilaster rises above the roof of the Kitchen Wing. At the southwest corner of the elevation the pilaster from the south elevation returns onto the west elevation; there is also single window at the first story like those at the first story of the north elevation. A single window with 8/12 set in a reproduction plank frame without joinery is set south-of-center at the second-story gable.

Kitchen Wing Exterior:

The Kitchen Wing is a one-story structure set on a poured concrete footing above which the wooden structure rises and is clad with weathered shingles and painted wooden trim that resembles the Main House. Reflecting its service function, the Kitchen Wing bears different fenestration from that of the Main House. All windows contain 8/8 wooden sash set in projecting reproduction plank frames. Trim is similarly simplified from that of the Main House with undecorated corner boards, two-part moulded rake boards, and wooded gutters that form cornices without friezes on the north and south elevations; downspouts are boxed with wooden cases and a single fillet near the heads of the cases. Specific conditions by elevation are:

North elevation: The north elevation contains two widely spaced 8/8 windows set high on the wall, reflecting interior room uses as a laundry room and lavatory. A single boxed downspout drains at grade at the northwest corner of the wing.

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET, MA

#10 Sherburne Turnpike

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NAN.C,NAN.D

West elevation: The west elevation contains an entry and portico at its north end, two storage sheds near its center, and a single 8/8 window set high on the wall at its south end. The portico is a diminutive version of the entry portico at the north elevation of the Main House; it rises from a wooden deck with two square posts supporting a flat roof. The posts rise from moulded plinths to a fillet near the top of each post and moulded capitals that support a wide frieze and cornice. Sheltered by the portico, the entry contains a single French door (15 lights) that is protected by a modern wood storm door. Immediately south of the portico is a shed attached to the Kitchen Wing on the shed's east side. North and south walls of the shed are shingled, trimmed with flat stock at their corners, and trimmed with a two-part, beaded rake board at the rake of the shed roof. The west elevation of the shed contains paired batten doors made of weathered vertical boards and hung on iron strap hinges. Adjacent to the shed is a second shed of lower height and a more shallowly pitched roof. The second shed has two exposed elevations - west and south. The south elevation is clad with weathered "v" groove tongue-and-groove boarding; the west elevation has a pair of batten doors like that of the first shed but shorter and hung on nickel-plated hinges. Above the roof of the second shed is a single 8/8 window set high on the wall.

South elevation: The south elevation is asymmetrically arranged with a single French door (15 lights) and wooden storm door immediately next to the west elevation of the Main Block. West of this door is a double window composed of paired 8/8 sash set in a projecting reproduction plank frame without joinery. The foundation of the Kitchen Wing is concealed by the extension of the contemporary deck from the South elevation of the Main Block.

East elevation: There is no east elevation, as it is completely attached to the Main House.

Main House Interior:

Laid out around a central chimney, the interior has three principal rooms, a bathroom, and two entryways at the first floor and two principal rooms, a hallway, and a bathroom at the second. Finishes that extend throughout the house at both floors are:

- Wide face-nailed pine floor with natural finishes,
- Plaster walls and ceilings; plaster walls that descend to the floor are finished with unmoulded, flat-stock baseboards,
- Six-panel, Colonial Revival style doors with reproduction iron hardware in the form of thumb latches, HL hinges, and iron slide-bolts, except as noted, and
- A variety of antique and reproduction lighting fixtures.

First floor: As originally laid out, the first floor contained an entry and stairhall on the south side of the building (South Foyer), a large living room that extends the depth the house from north-to-south at the east end of the first floor (Living Room), a possible bathroom/lavatory at the north center of the building (now converted to the North Foyer), a bedroom at the northwest corner (Bedroom #1), a closet or passage way at the south end of Bedroom #1, (now Bathroom #1), and a dining room at the northwest corner of the floor (now the Dining Room. Significant features by room are:

1. South Foyer: Originally the main entry, this room retains its winder staircase with a balustrade of dowels set beneath a polished wood handrail let into pillar newels; walls are finished with raised panel wainscotting; there is a single pendant lantern with a blown-glass shade.
2. Living Room: Extending the width of the house, this room has false, cased corner posts, plates and ceiling beams, all in beaded cases, to mimic timber-frame construction of the late-18th and early 19th centuries; walls are clad with tongue-and-groove vertical sheathing with beaded edges;

INVENTORY FORM B CONTINUATION SHEET

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- the west wall contains an original brick fireplace framed by a simple moulded frame applied to the sheathing; five (5) tinware sconces with scalloped heads;
3. North Foyer: Original use of this space is not documented; it was converted to the main entry ca. 1993 but retains many original finishes; walls are clad with tongue-and-groove vertical sheathing with beaded edges; the north wall has a six-panel front door with raised panels with a natural wood finish and a reproduction iron box lock; the door is flanked by five-light sidelights; centered on the ceiling is a light with mirrored eight-point star mount; two (2) nineteenth-century brass kerosene lamps with glass hurricane shades are mounted on the east and west walls.
 4. Bedroom #1: This room contains finishes that are standard for the house, excepting the paired three-panel closet doors installed with HL hinges at the south end of the room, and the two (2) nineteenth-century oil lamps with green glass reservoirs, hurricane shades converted to sconces with iron mounts on the room's north wall.
 5. Bathroom #1: This room was created after 1993 out of a passage way or storage space and extends partially a void between the backs of fireplaces in the central chimney; finishes are sympathetic with the originals, but the room is entirely contemporary.
 6. Dining Room: Finishes consist of a raised-panel wainscot extending around the room, a shallow crown moulding at the ceiling, and an angled corner fireplace with a mantel composed of a wide frieze and projecting moulded-edge mantel shelf; lighting fixtures consist of seven (7) Colonial-revival style sconces with concave oval reflector lined with mirrors set in a mosaic pattern, fixtures have etched-glass shades; it is possible the passageway between the Dining Room and Kitchen was widened after 1987 to create a more open space; all other walls retain original finishes unaltered.

Second Floor: The second floor contains four rooms, namely: a Hallway above the South Foyer (Hallway), two bedrooms that flank the Hallway and extend the north-to-south width of the house, these are Bedroom #2 (east room) and Bedroom #3 (west bedroom); at the north side of the house the two bedrooms are separated by a shared bathrooms (Bathroom #2) which is original to the house. Significant finishes by room are:

7. Hallway: The railing from the South Foyer rises to this space in which other finishes are standard for the house; lighting fixtures include a single pendant lantern with a blown-glass shade at the ceiling and two (2) unelectrified tinware sconces with candles on the north wall at the staircase.
8. Bedroom #2: Identical in layout and finishes to Bedroom #3, this room contains a brick fireplace framed by a mantelpiece in the manner of the Greek Revival style with wide flat pilasters rising from plinth blocks to squared projecting capitals above which is a wide frieze and projecting mantel shelf; lighting fixtures consist of two (2) Colonial Revival style tole tin sconces with concave reflectors in a scalloped shape lined with mirrors laid in a mosaic manner.
9. Bathroom #2: Remaining largely original condition, the bathroom has an oak floor, a dado of beaded tongue-and-groove board with a moulded cap, and original plumbing fixtures including an enameled bathtub, an enameled pedestal sink with original ceramic faucet knobs, a glass medicine shelf above the sink supported by white ceramic brackets, and a possibly original ceramic cup holder; lighting fixtures consist of two (2) Colonial Revival style tole tin sconces with circular concave reflectors lined with mirrors laid in a mosaic manner.
10. Bedroom #3: This room is an identical mirror image of Bedroom #2 in all details, including layout, finishes, fireplace, wooden mantelpiece, and two (2) Colonial Revival style tole tin sconces with concave reflectors in a scalloped shape lined with mirrors laid in a mosaic manner.

INVENTORY FORM B CONTINUATION SHEET

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MASSACHUSETTS HISTORICAL COMMISSION

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NAN.C,NAN.D	
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Kitchen Wing Interior: The kitchen has undergone modernization to suit contemporary needs. North of the kitchen are two small rooms, a laundry room (west) and a lavatory (east). These two small rooms retain some original finishes but not the density of original finishes found in the Main House.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The Helene C. Hindley House stands west of the old core of the Town of Nantucket in an area known locally as "Sherburne Heights" and "the Cliff." The area was rural, contained several farms, and was sparsely inhabited until the 1870s when land began to be subdivided for the construction of purpose-built summer houses. The area's elevation on a bluff overlooking the Nantucket Sound and Nantucket Harbor, together with the attraction of ocean air, believed to be a healthful antidote to polluted urban air in an era when tuberculosis was common, made the area attractive to well-off city-dwellers. As early as 1876, a plan of subdivision named Sherburne Bluffs proposed 160 lots on a parcel east of the Hindley House's site. The plan was never fully realized, but large wood summer houses began to be constructed in the area by 1877 and 1878 (*Inquirer & Mirror* October 3, 1877 & March 9, 1878). More rapid expansion of the neighborhood began as early as 1887 and continued through the late 1890s. Lots in "Lincoln Heights" were promoted by agents in Nantucket, New York, Chicago and Holyoke, Massachusetts. Land on which the Hindley House stands in an area adjacent to and west of the "Lincoln Heights" area. Its subdivision was not part of a major real estate development but rather the result of the partition of land in 1928 among the heirs of Thomas B. Hamblin who had inherited different undivided percentage interests in the property.

On September 17, 1929, Helene Hindley (1892-1984) took title in her own right to a parcel of land on Sherburne Turnpike that she purchased from several of Hamblin's heirs. Hindley was born Helene Clayton in Waterbury, Connecticut and was educated "in Connecticut and abroad." Hindley was acquainted with the area from a house her parents built nearby on the corner of Lincoln and Highland Avenues. At the time of her death in 1984, Hindley was reported to have been a regular summer visitor to Nantucket for sixty-five years, during which time she was a member of the Artists' Association, Nantucket Yacht Club, and Garden Club. On June 15, 1915, she married Charles Thomas Hindley (1879-1956) who was born and raised in New York City, where his grandfather founded Thomas Hindley & Son, an interior contracting firm in 1862. Charles Hindley joined the firm in 1902 following his graduation from Yale University. After marriage, the Hindleys moved to New York City where they lived on Sutton Place until their deaths.

On February 26, 1930, Helene Hindley purchased an abutting parcel from Austin C. Bruff, also of New York City, which he had purchased from Thomas Hamblin's heirs. The deed cites the parcel as Lot #5 on "a Plan of Land on Cliff Road owned by Marietta Ray et al., September 1929, drawn by William J. Swift, Surveyor." Although not named in the 1929 deed, this plan is probably the same plan cited only by reference in the 1929 deed.

Evidence of the house's construction date comes from several sources. By 1930, the Nantucket *Valuation and Tax list* included Hindley's property described as two lots valued at \$500 each and a dwelling valued at \$5,500. At approximately the same time, Hindley submitted a petition to the Land Court to register the property and certify its boundaries. This petition was publicly advertised as required in Nantucket's Newspaper, *The Inquirer and Mirror* (July 26, 1930, p.4); in it the property was described as "A certain parcel of land with the buildings thereon, situate in Nantucket..." with metes and bounds that match the parcels Hindley acquired in 1929 and 1930. The petition was granted, and the property's title was certified and registered on April 15, 1931 (Certificate#1814, Doc. #2495).

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET

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Over the course of the fifty-six years during which the Hindleys owned the house, they occupied it in a manner characteristic of the era. During this period, *The Inquirer and Mirror*, regularly reported the seasonal arrival and departure of socially prominent members of the summer community. The Hindleys were frequently mentioned in these columns, usually arriving to open the house in May or June and closing the house to return to New York City in September, October, or November. In at least two years, 1938 and 1964 (*The Inquirer and Mirror*, September 9, 1938, p. 1 and June 25, 1964, p. 7.) the house was rented to a summer tenant. Following the death of Charles Hindley in 1956, Helene Hindley transferred the property in 1966 to the couple's only child, John C. Hindley (1918-1971), a graduate of Yale University, professional photographer, and avid sailor who, as an adolescent, reportedly sailed his boat out to meet rum runners during Prohibition. Following John Hindley's premature death, the property was transferred in 1973 to his widow, Virginia Gray Hindley (1914-1982), who was educated in Europe, at the University of Southern California in Los Angeles, and was a graduate of the Pasadena Playhouse. John C. Hindley and Virginia Gray Hindley married in 1942 after which the couple spent several years on island teaching in the Nantucket School system and participating in theatrical productions. After Virginia Hindley's death, the property returned to the possession of Helene Hindley and remained in her ownership until her death in 1984 when it was inherited by Helene Hindley's niece and nephew, Mercia Park Lee and Robert C. Lovell who prepared a subdivision of the property into three lots in 1985 and sold it out of the family to The Catalina Realty Trust in July 1987.

The house's design was attributed to Helene Hindley in her obituary. While Hindley was not an architect, she may well have had sufficient experience in design and construction through her education or collaborating with her husband's interior contracting firm. The house's revivalist design combines elements of Federal- and Greek Revival-style houses constructed in the first and second decades of the nineteenth century on Nantucket. Originally designed with a telescoping plan composed of three sections of diminishing size, namely: a main block, a kitchen wing, and an attached garage, the house was named "The Three Bears" from its initial construction. In 1987, the property was divided into three lots, two of which were sold for the construction of new houses. The Hindley House was modified by the removal of its garage and modernization of its kitchen. The main block of the house was left nearly unaltered and preserves well-executed woodwork including beaded sheathing, raised-panel wainscoting, a staircase with a ramped handrail and pillar newel, paneled doors, and mantelpieces. Plaster walls and face-nailed softwood floors remain in position as do four fireplaces that rise through a central chimney. Interior lighting fixtures consisting of antique oil lamps converted to electricity and Colonial Revival style reproductions from 1930 remain in place throughout the house, as does Colonial Revival style door hardware. The house remains a well-preserved example of its era and a contributing element within the Nantucket National Landmark Historic District.

BIBLIOGRAPHY and/or REFERENCES

10 Sherburne Turnpike: A House History, Betsy Tyler, Nantucket Preservation Trust, April 2018.

Town of Nantucket. *Valuation and Tax List*, 1930.

Inquirer & Mirror: Nantucket Atheneum, online newspaper archive

(https://nantucketatheneum.veridiansoftware.com/#new_tab):

Charles T. Hindley. Obituary. November 24, 1956, p.3.

John C. Hindley. Obituary. August 19, 1971, p.3.

Virginia Gray Hindley, Obituary. September 23, 1982, p. 21.

Helene Hindley. Obituary. July 26, 1984, p.10.

Legal Notice of Land Court filing – July 26, 1930, p.4.

INVENTORY FORM B CONTINUATION SHEET

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MASSACHUSETTS HISTORICAL COMMISSION

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NAN.C,NAN.D	
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"Mrs. Hindley's Three Bears" rented for past summer season, article on rentals from office of Miss Woods. September 3, 1938, p. 1.

Partial listing of social notes reporting the seasonal opening and closing of "The Three Bears": June 9, 1951, p.4 (opening of house); June 19, 1954, p. 1 (opening); October 10, 1956, p. 2 (closing of house); November 2, 1957, p.2 (closing); July 13, 1962, p. 5 (opening); November 9, 1962 (closing); May 29, 1963, p. 1 (opening); June 25, 1964, p. 7 (opening by Mrs. John A. Baldwin [tenant]).

Nantucket Deeds:

Book 104, page 110. June 21, 1928. Probate Court ordered partition of the Estate of Thomas Hamblin in two undivided parcels among heirs; 14.5 acres of land including site of #10 Sherburne Turnpike.

Book 104, page 569. September 26, 1929. Marietta Ray et al. to Helene Hindley of New York City, "land in that part of Nantucket call the "Cliff."

Book 105, page 222. February 26, 1930. Austin J. Bruff to Helene C. Hindley, parcel of land bounded by Hamblin Way, Sherburne Turnpike, and land of Helene C. Hindley.

Nantucket Land Court

Certificate#1814, Doc. #2495. April 13, 1931. Land Court acceptance of title for land purchased by Helene C. Hindley (Book 104, page 569 and Book 105, page 222).

Certificate #5190, Doc. #9929. January 6, 1966. Conveyance of property composed of three lots from Helene C. Hindley to John C. Hindley.

Certificate #6758, Doc. #14200. February 13, 1973. Conveyance to Virginia Gray Hindley, widow of John C. Hindley.

Certificate #11,271, Doc. #30084. July 12, 1984. Conveyance under the will of Virginia Gray Hindle, Probate Order #5033.

Certificate #12,404, Doc. #35366. April 14, 1986. Conveyance by Roy Weydig, Executor of the Estate of Virginia Gray Hindley, of land and buildings to Robert Lovell and Mercia P. Lee.

Plan of Sherburne Bluffs.1876.Leventhal Map & Education Center.

<https://collections.leventhalmap.org/search/commonwealth:x059cd508>

EXHIBIT E

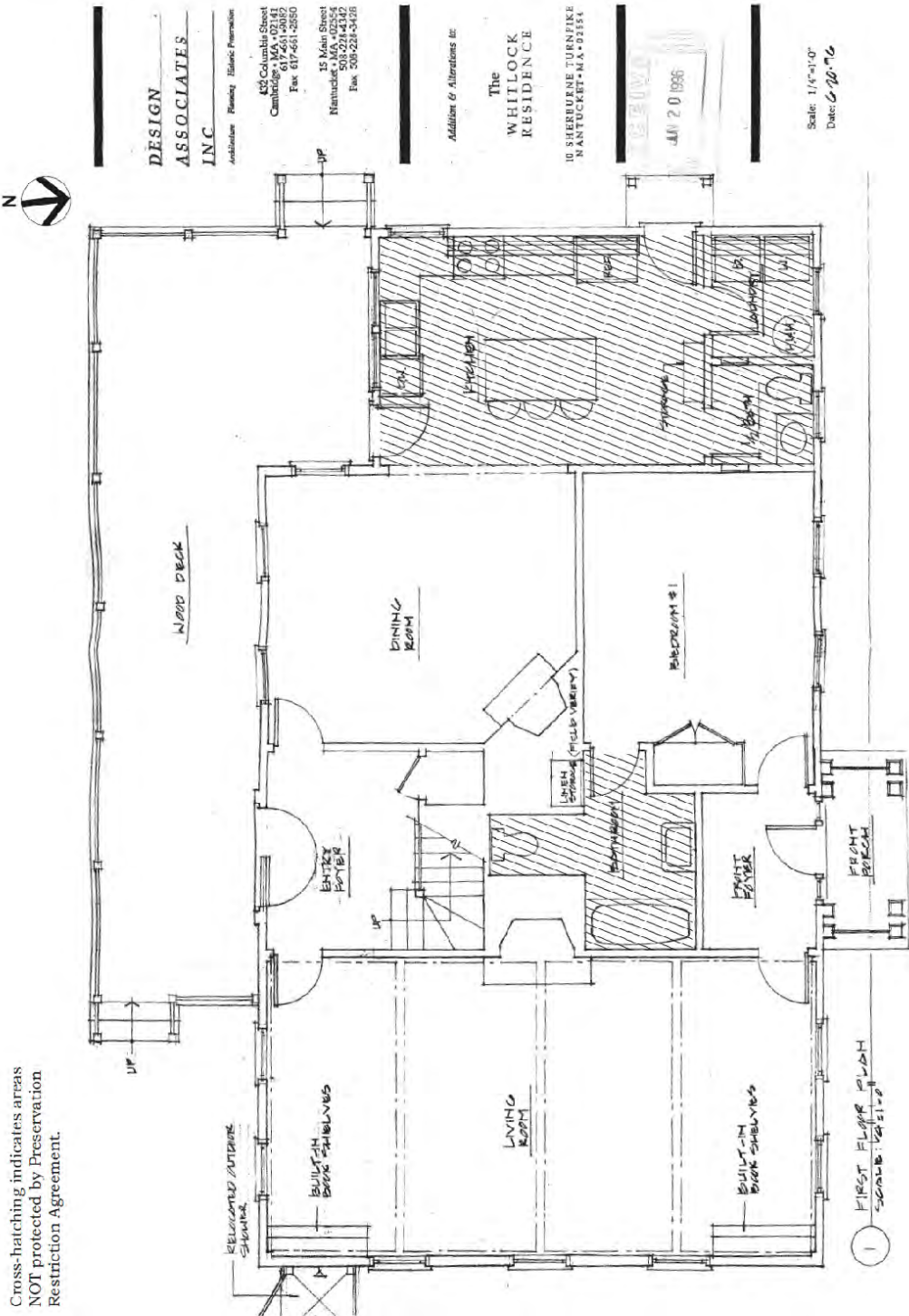


EXHIBIT E

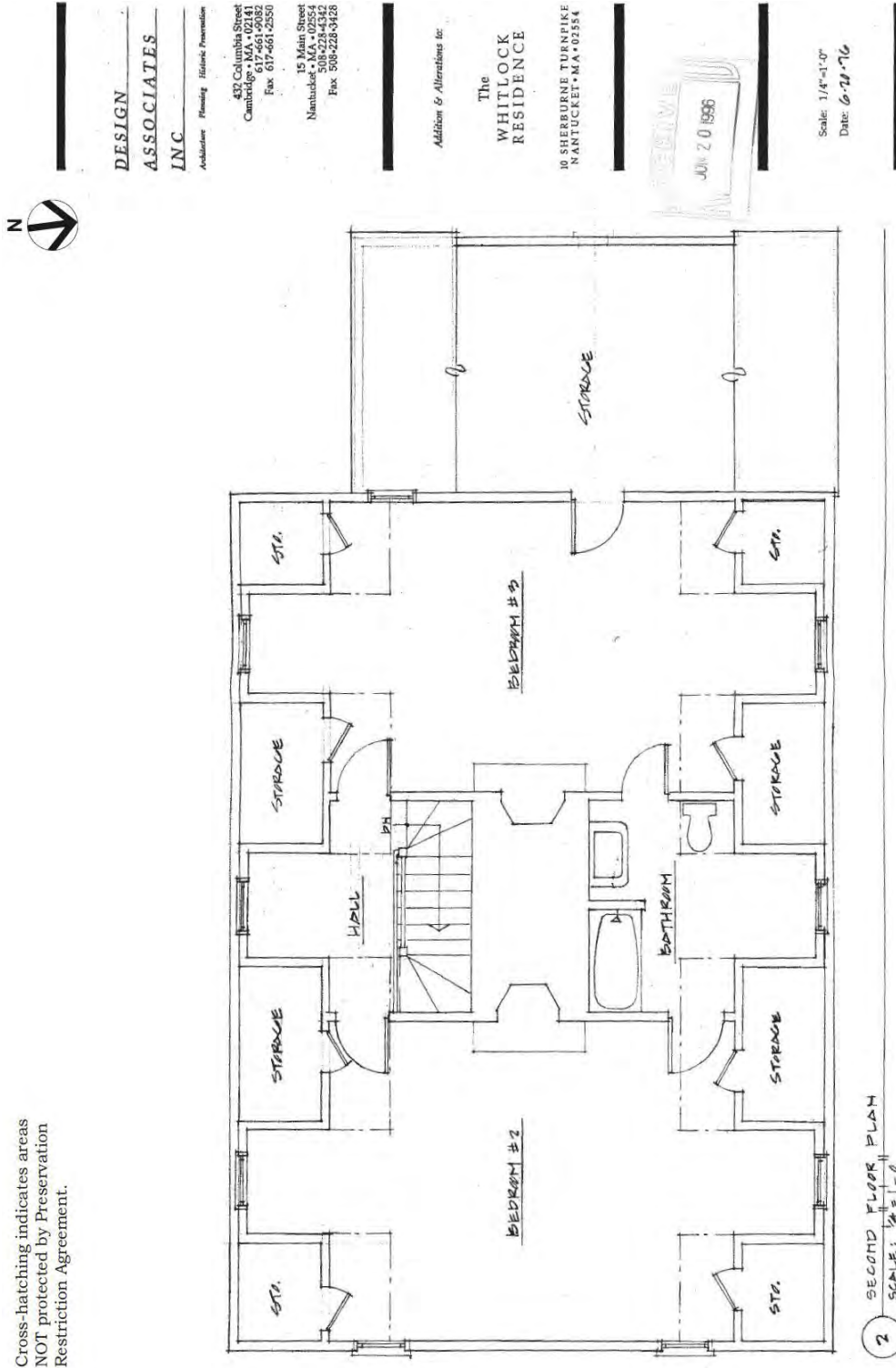


EXHIBIT F

RESTRICTION GUIDELINES

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Nantucket Preservation Trust (NPT) is required for any Minor Maintenance that is reasonably expected to change materially the appearance, materials, colors or workmanship of the Building or Property from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, or workmanship from that existing prior to the maintenance does not require the NPT's review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.

Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS

Minor: Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by NPT in order to assess their impact on the historic integrity of the Property and Building.

The Grantor shall notify NPT in writing when any of the aforesaid Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable NPT to review proposed alterations and assess their impact on the integrity of the Property and the Building, not to preclude future change. NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.

DOCUMENT No. 41263

DOCUMENT No. 41263

Nantucket Registry District
SEP 25 1987

RECEIVED FOR REGISTRATION

O'CLOCK _____ m _____ M

Vincent Baement

Nantucket Registry District
SEP 25 1987

RECEIVED FOR REGISTRATION

3 O'CLOCK 08 m P M

NOTED ON CERTIFICATE NO. 13168
IN REGISTRATION BOOK PAGE _____

NOTED ON CERTIFICATE NO. 13257
IN REGISTRATION BOOK PAGE 7
ATTEST *Shandra M. Cleveland*
NOTY RECORDER

VIEW EASEMENT

Randolph G. Sharp, Jr. and Graham M.W. Kilvert, Trustees of Catalina Realty Trust u/d/t dated April 8, 1985 and recorded as Document No. 32178 noted on Certificate of Title No. 11,746 at the Nantucket Registry District of the Land Court, as modified by Certificate of Trustee dated July 24, 1987, recorded as Document No. 40681 noted on Certificate of Title No. 13,168 at said Registry District for the Land Court c/o 14 Tennessee Avenue, Nantucket, Massachusetts 02554 for consideration of One (\$1.00) Dollar and other good and valuable consideration hereby grant to Daniel Farber and Caryle Farber, husband and wife, as tenants by the entirety of 543 Sylvan Place, Haworth, New Jersey 07641, their executors, heirs, successors and assigns, perpetual view easements over the northerly portions of Lots 4 and 6 as shown on Land Court Plan No. 14101-C filed with Certificate of Title No. 13,168 at the Nantucket Registry District for the Land Court.

Said view easement areas are fifteen (15.00') feet in width and more particularly shown on the easement sketch plan annexed hereto as Exhibit "A." Said view easements shall be appurtenant to, and for the benefit of, Lot 5 as shown on Land Court Plan No. 14101-C filed with Certificate of Title No. 13168 at the Nantucket Registry District for the Land Court. The purpose of

said view easement is to provide said Lot 5, and any dwellings existing or constructed thereon, an unobstructed view over said view easement areas on said Lots 4 and 6 to Nantucket Harbor.

The Grantor agrees that no structure shall be constructed in the view easement areas as shown on Exhibit "A", however; The Grantor expressly reserves for itself, its heirs, successors and assigns, the right to construct a brick patio and/or ground floor deck and/or terrace/walkway within said view easement areas.

These permanent view easements shall constitute covenants running with said Lots 4 and 6, respectively, for the benefit of said Lot 5 and shall be binding in perpetuity on the Grantor, its executors, heirs, successors and assigns.

WITNESS our hands and seals this 25 day of September, 1987.

CATALINA REALTY TRUST

BY: Randolph G. Sharp, Jr. TRUSTEE
Randolph G. Sharp, Jr., Trustee

BY: Graham M.W. Kilvert Trustee
Graham M.W. Kilvert, Trustee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

September 25, 1987

Then personally appeared the above named Randolph G. Sharp, Jr., Trustee and acknowledged the foregoing to be the free act and deed of Catalina Realty Trust, before me.

Kevin F. Dale
Notary Public KEVIN F. Dale

My Commission Expires: 7

April 20, 1990

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW - NOT REQUIRED -
NANTUCKET PLANNING BOARD

Robert J. ...
Walter J. ...
Bill ...

DATE 7-22-87
FILE NO. 3143

NOTE: BEING A SUBDIVISION OF LOTS
2 AND 3 SHOWN ON LAND
GRANT PLAN 14101-B

I CERTIFY THE THIS ACTUAL SURVEY
WAS MADE ON THE GROUND IN
ACCORDANCE WITH THE LAND COURT
INSTRUCTIONS OF 19TH BETWEEN
JANUARY 24, 1985 AND JULY 27, 1987
DATE 7-27-87
Charles W. Hart, PLS
CHARLES W. HART, PLS

ZONING: R-1
MIN AREA 5000 SF
MIN FRONTAGE 10 FT
FRONT YARD SETBACK 10 FT
SIDE & REAR SETBACK 5 FT
GROUND COVER RATIO 30 %

..... DENOTES ON C.B. FOUND

15' WIDE VIEW EASEMENT

15' WIDE VIEW EASEMENT

SHERBURNE AVENUE (PUBLIC VARIABLE)

HAMBLIN ROAD (PRIVATE - 30' WIDE)

MARGARET Q. READ

30-198

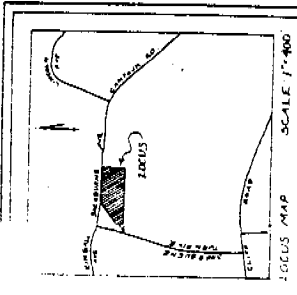


SUBDIVISION PLAN
OF LAND IN
NANTUCKET, MA.

SCALE: 1" = 20'
JULY 27, 1987
PREPARED FOR: CATALINA REALTY
TRUST, RANTON PH Q SHARP JR., JR.
HART - BLACKWELL & ASSOC., INC.
6 YOUNG'S WAY NANTUCKET, MA



MS-1345



DETAIL -
NO SCALE

NOTE: BUILDING OFFSETS ARE
COMPALED 11' 30" FROM THE
PUBLIC RIGHT-OF-WAY CORNER.
BEARING: 1" = 1"

30-176
J. PEPPER TRAZIER CO., INC.

14101 C

LAND COURT
SEP 01 1987
FILED

30-21
CAROLE L. E. DAVID, JR.
MENDENHALL

NOTE: PORTION OF ROAD
TO BE COMPALED WITH SETBACK
REQUIREMENTS

AREA: 4988 ± SF

AREA: 7547 ± SF

AREA: 5721 ± SF

CATALINA REALTY TRUST
LOT 1, E.C. 14101-B

DETAIL -
NO SCALE

30-197



Cert: 29306 Doc: DD
Registered: 09/22/2023 08:51 AM

QUITCLAIM DEED

We, F. BRAND WHITLOCK and MARY J. WHITLOCK, both of Plymouth, Plymouth County, Massachusetts,

for consideration paid, the sum of less than One Hundred and 00/100 Dollars (\$100.00),

grant to

F. BRAND WHITLOCK and MARY J. WHITLOCK, Trustees of the WHITLOCK 2015 REVOCABLE TRUST, a written trust dated December 21, 2015, as amended, as evidenced by Trustees' Certificate of even date herewith made in accordance with M.G.L. c.184, §35, recorded with the Nantucket County Registry District of the Land Court herewith, whose address is 9 Horizon, Plymouth, Plymouth County, Massachusetts 02360,

with **QUITCLAIM COVENANTS**

The land together with the buildings and improvements thereon situated at 10 Sherburne Turnpike, Nantucket Town and County, Commonwealth of Massachusetts 02554, bounded and described as follows:

Lot 6 as shown on plan numbered 14101-C, drawn by Hart-Blackwell & Assoc., Inc., Surveyors, dated July 27, 1987, and filed with Certificate of Title No. 13,168 at the Registry District of Nantucket County.

Said land is subject to an Order of Taking in favor of the County of Nantucket dated October 29, 1975, an recorded as Document No. 16520 at said Registry District.

Said land is benefitted by and subject to an Easement over Lot 5 on said plan as set forth in a Deed dated September 25, 1987, and recorded as Document No. 41262 at said Registry District.

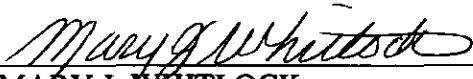
Said land is subject to a View Easement dated September 25, 1987, and recorded as Document No. 41263 at said Registry.

For title, see Deed from John P. Donelan, II and Christine G. Donelan, dated November 19, 1993, filed and registered with the Nantucket County Registry District of the Land Court as Document No. 62513, noted on Certificate of Title No. 16031.

Property Address: 10 Sherburne Turnpike, Nantucket, MA 02554

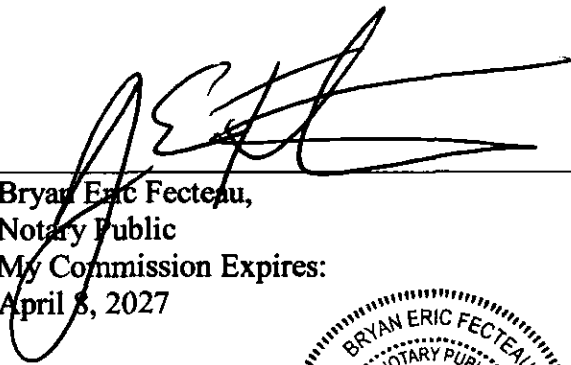
WITNESS our hands and seals this 10th day of May, 2023.


F. BRAND WHITLOCK

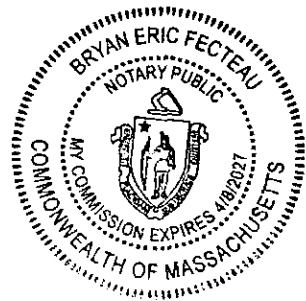

MARY J. WHITLOCK

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

On this 10th day of May, 2023, before me, the undersigned notary public, personally appeared F. BRAND WHITLOCK and MARY J. WHITLOCK, proved to me through satisfactory evidence of identification, which were Massachusetts Drivers' Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Bryan Eric Fecteau,
Notary Public
My Commission Expires:
April 8, 2027

23-153/Deed-Nantucket to Trust/cjk



NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	D
☐ Non-applicable	
No.	45879
Date	9/21/23
Authorization	SR

DOC No: 00177916

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Sep 22, 2023 at 08:51A

Document Fee: 155.00 Rec Total: \$260.00

CERTIFICATE No: 29306

Also noted on CERT 16031

**Property Information**

Property ID 1161
Location 10 SHERBURNE TP
Owner WHITLOCK F BRAND & MARY J TRS



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

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

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



Agenda Item Summary

Agenda Item #	VIII. 6.
Date	6/11/2025

Staff

Deana Weatherly, Cultural Affairs and Special Events Coordinator

Subject

Main St. Banner Application for 30th Nantucket Film Festival

Executive Summary

Banner application for the 30th anniversary of the annual Film Festival. The request a banner to be hung on Main St from June 24th – June 30th.

Staff Recommendation

Approve the request in line with the conditions approved by the SAC and HDC as well as guidelines defined in Banner Policy for Main St.

Background/Discussion

The applicant seeks to hang a banner on Main Street for the 30th anniversary of the annual Nantucket Film Festival. This year's Film Festival is scheduled from June 25th – June 30th. The proposal for the banner on Main St is for June 24th to June 30th.

The applicant last hung banners for the 20th anniversary of the Film Festival in 2015.

Aside from the Main St Banners, the applicant has been approved by the SAC and HDC to hang banners at locations on Oak St, North Water St, South Water St, and 10 Surfside Rd. The sign at the Nantucket High School (10 Surfside Rd) was approved for a single sign only.

Impact: Environmental ☒ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

The HDC and SAC approved the application for all the banners at their meeting on 6.3.2025.

Public Outreach

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



Attachments

Sign Application for Main St. Sign Advisory Committee Agenda.





TOWN OF NANTUCKET
BOARD OF SELECTMEN

POLICY FOR BANNERS HUNG ON LIGHT
POLES ON MAIN STREET, NANTUCKET

Adopted: April 15, 2015

Applicability: Any and all applicants who seek to hang banners from light poles on Main Street, Nantucket to advertise an event.

I. Purpose.

This policy is implemented to ensure that banners are not hung on Main Street, Nantucket without approval of the Board of Selectmen.

II. Policy.

Applicants must be non-profit 501(c)(3) organizations. Applicants are only allowed to apply for banners once every five (5) years, and should be an established organization on the island for a minimum of three (3) years before applying.

Only one applicant will be allowed to hang banners at a specific time, which means that if more than one applicant applies for the same period, the first applicant would be given priority. There shall never be more than one applicant hanging banners during the same period.

The maximum period of time for the banners to be hanging is one week, and must be removed on the last day of the festival. All applicants for banners must first appear before the Sign Advisory Committee and then receive approval from the Historic District Commission prior to applying to the Board of Selectmen. Banners must not exceed 19 inches by 34 inches, and must be canvas (per the Sign Advisory Committee).

III. Fee

\$500 per application

April 24, 2025



C. Elizabeth Gibson
Nantucket Town Manager
16 Broad Street, First Floor
Nantucket, MA 02554

Board of Directors

Jill Burkhart
Jonathan Burkhart
Donick Cary
Samuel Cox
Elisabeth English
Ginny Grenham
Cindy Jones
Deborah Kirk Kahn
Jill Karp
Katy Knox
Kathleen Matthews
Milan Popelka
Marc Resteghini
Alice Rogoff
Lois Romano
Steve Samuels
Felix Sanchez
Tom Scott
Carter Stewart
Ben Stiller
Rhoda H. Weinman

Dear C. Elizabeth Gibson and Select Board,

As the Executive Director of the Nantucket Film Festival, I am writing to request approval for hanging street banners on Main Street and in front of the Dreamland Theater, located at 17 South Water Street, during our 30th Anniversary festival. We received permission to do this in 2015 for our then-20th Anniversary. While they will be new banners, they will be similar to the ones hung in 2015: (7) 18" x 24" Navy fabric banners with white stitching. The Festival runs from Wednesday, June 25, through Monday, June 30, and we are asking to hang the banners starting Tuesday, June 24, 2025.

Thank you for your consideration.

Sincerely,

Mystelle Brabbée
Executive Director

Executive Director

Mystelle Brabbée

Festival Producer

Jaclyn Rose Wohl

Historic District Commission

SIGN CHECKLIST



Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Ma 02554

508-325-7587

This checklist MUST be submitted with your application.

Please be advised that applications missing the required documents on this checklist will be deemed incomplete and will not be reviewed by the HDC.

Attendance is required at the Sign Advisory Council Meeting. Please check with Staff for further information on meeting schedules.

The Sign Advisory Council and the HDC urges all applicants review The Sign Book: Regulations and Guidelines for Signs on Nantucket Island, prior to submittal:

<https://www.nantucket-ma.gov/DocumentCenter/View/14445/The-Sign-Book-PDF>

	<u>Completed application</u>- Signed by owner of record of the building in which the business is located and the agent/lease, if necessary. Contact phone number and email address is required. If unable to obtain owners signature, consent via email will suffice. • Please make a copy to be scanned with submission.
	<u>Sign up for a New Business Meeting at Front Desk</u>
	<u>Application fee</u>: \$50.00; cash or check made out to the Town of Nantucket; one Sign per application
	<u>Locus Map</u>: 2 Copies: https://www.nantucket-ma.gov/151/GIS-Maps
	<u>Site Plan</u>: 2 Copies; indicating the buildings footprint and its location on its site. Copies may be available from the Registry of Deeds or the Building Department at 2 Fairgrounds Road
	<u>Measured Drawings</u>: 2 Copies at 1/4 scale of the building where the sign is located OR a clear photograph with the sign shown/sketched in to scale.
	<u>Scaled Drawings</u>: 2 Copies of the sign, its support bracket, lighting (if any). The HDC recommends a scale of 3" equals 1' or larger, but the scale should be noted if different. Be sure to include specific dimensions and show details of any edge banding and/or molding used.
	<u>Sample</u> of the type face to be used, unless provided in the scaled drawing. Clear photographs of existing signs, detailed drawings are also acceptable.
	<u>Paint Sample</u>: of proposed colors.

Historic District Commission

SIGN CHECKLIST

	<u>Electronic Submission</u> : Each of the foregoing documents (including this checklist) <u>MUST BE</u> scanned to a single PDF file and emailed to hdcsubmissions@nantucket-ma.gov
	<u>Signed Affidavit</u> - see below

- ** The burden of proof is on the applicant. Copies of site plans and building elevations required for HDC applications are available in the building file at 2 Fairgrounds Road.
- ** PLUS staff is not responsible to research, gather, collate or submit documents on behalf of the applicant.

A completed application will be checked by staff, evaluated by the Sign Advisory Council, and acted upon by the HDC. The HDC has 60 days in which to act on an application once received and determined to be complete. Usually the process is shorter, but you are urged to keep this time frame in mind when planning your project. Work on any sign shall not be started until the Certificate of Appropriateness has been issued by the Historic District Commission.

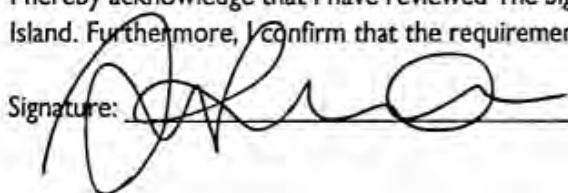
Work on any sign shall not be started until the Certificate of Appropriateness has been issued by the Historic District Commission

No changes may be made from the approved COA. You may reapply for additional changes. Other signage, including temporary signs, may require further approval. Please review the Sign Book or check with staff. Violations may accrue up to \$300. Each day that a violation to exist shall constitute a separate offense.

Affidavit Certifying Completeness of Application

I hereby acknowledge that I have reviewed The Sign Book: Regulations and Guidelines for Signs on Nantucket Island. Furthermore, I confirm that the requirements for a complete application have been met.

Signature: _____



Date: _____

5/23/25

APPLICATION TO HISTORIC DISTRICT COMMISSION
Nantucket, Massachusetts for
CERTIFICATE OF APPROPRIATENESS
for Erection or Display of a
SIGN

Application is hereby made for the issuance of a Certificate of Appropriateness under Section 7 of Chapter 394, Acts and Resolves of Massachusetts 1970, for erection or display of an occupational or other sign as described below and on drawings and photographs accompanying this application.

TAX MAP #: _____ PARCEL #: _____
 Street & Number of Proposed Sign: 51, 41, 33, 25, 17,
 Owner of Building: 46, 3A, 30, 16
 Mailing Address: 15 INDEPENDENT ST MAIN ST
 Telephone: _____ (on island) _____ (off island)
 I hereby authorize the agent named below to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines.

Signature of Owner of Record _____

Agent/Owner of Business
 Name: NANTUCKET FILM FESTIVAL
 Mailing Address: 228 PARK AVE S #8319
NY, NY 10003
 Telephone: 914 260 3890 (on island) _____ (off island)

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions:

A. TYPE OF SIGN

1. Wall Sign
2. Projecting Sign
3. Window Sign
4. Temporary Sign

5. Flag Sign
6. Fence Sign
7. Other (specify)
LAMP POST

B. MATERIAL

1. Wood (not plywood)

2. Other (specify)
FABRIC

C. EDGING DETAILS

1. Edgebanding
2. Moulding

3. Beveled
4. Other (specify)
SMOOTHED

D. LETTER TYPE

1. Applied
2. Painted

3. Incised
4. Carved

E. FINISH

1. Lettering
2. Ground
3. Edgebanding
4. Moulding

- a. Gold Leaf
- b. Paint
- a. Paint
- b. Sand Paint
- a. Paint
- b. other (specify) _____
- a. Paint
- b. other (specify) _____

F. COLOR(S)

1. Lettering WHITE
2. Ground NAVY
3. Edgebanding _____
4. Moulding _____

G. WORDING ON SIGN

NANTUCKET FILM FESTIVAL
JUNE 25-30

H. SIZE OF SIGN

19 x 34

I. SHAPE OF SIGN

RECTANGLE

J. LOCATION OF SIGN ON BUILDING

LAMP POST

K. TYPE OF SUPPORT BRACKETS

FIBER GLASS POLE & METAL BRACKET

L. TYPE OF LIGHTING AND LOCATION (if any)

N/A

Date: 5/27/25

Signature of Applicant _____

Signed under penalties of perjury _____

Nantucket Film Festival
Main Street – Lamp Posts
June 23 - 30, 2025

19"



34"



* - Lamp post location



* - LAMPPOST LOCATION

10.	11 Pleasant Street ACK LLC- 12674	11 Pleasant St	Hardscape	42.3.3/121	Ahern, LLC	SW
	• Privet hedge or gate per Exhibit A					
11.	Two Pilgrims, LLC-12588	15 Pilgrim Rd	Pool-hardscape	41/214	Atlantic Landscaping	SW
	• Pool not to be visible at time of inspection and in perpetuity. No change from grade just prior to application submission, as determined from Nantucket MapGeo topographical information					
12.	Thomas Kruskal-12468	6 Angola Street	Roof change	55.4.4/22	Ronaldo Solano	SW
	• Date of construction, c. 1992, to be added to COA					
13.	Roberto Finzi- 12594	26 Pocomo Rd	Pool-hardscape	14/74	Smith & Hutton	SW
	• Pool not to be visible at time of inspection and in perpetuity. No change from grade just prior to application submission, as determined from Nantucket MapGeo topographical information					
14.	Brynn/Malitsky-12224	253 Madaket Rd	Rev. 7871; 2 nd dw clr chg	59.4/210	LINK	CP
	• The main house must match the cottage.					

IV. SIGNS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Klaudius & Leipa, LLC	5 Chestnut St	Projecting sign rev	42.3.1/5	Cara Marquis
	• Held for revisions				
2.	Zero India St, LLC	1 Cambridge St	Projecting sign	42.3.1/130.2	LINK02554
	• Held for revisions				
3.	Zero India St, LLC	1 Cambridge St	Projecting Sign	42.3.1/130.2	LINK02554
	• Held to track projecting sign				
4.	Community Found for Nant	9B Bayberry Ct	Wall sign	55/709.2	LINK02554
	• Withdraw without prejudice				
5.	CLACK LLC	33 Main St	Projecting sign rev	42.3.1/211	LINK02554
	• Held for revisions				
6.	NIR Retail, LLC	34 Main St	Wall sign rev	42.3.1/218	LINK02554
	• Approve through staff provided that the sign dimensions match the Southern Tide sign				
7.	NIR Retail, LLC	Straight Whf	Wall sign	42.2.4/15	LINK02554
	• Held for revisions				
8.	Charles & Cynthia Lenhart	137A Orange St	Wall sign rev	55/665	Plymouth Sign Co.
	• Recommended approval as submitted				
9.	Charles & Cynthia Lenhart	137A Orange St	Projecting sign rev	55/665	Plymouth Sign Co.
	• Recommended approval as submitted				
10.	NHA Properties, Inc	31 Fairgrounds Rd	Rock sign	67/149	Maria Park
	• Recommended approval as submitted				
11.	Hodge Edwin	Multiple locations	Temporary sign	Multiple locations	Nant Film Festival
	• Recommended approval as submitted				
12.	4ACK, LLC	12 Oak St	Temporary sign	42.4.2/27	Nant Film Festival
	• Recommended approval as submitted				
13.	Nantucket Dreamland Found	17 S. Water St	Temporary sign	42.3.1/11.11	Nant Film Festival
	• Recommended approval as submitted				
14.	Nantucket Theatre Project, LLC	5 N. Water St	Temporary sign	42.4.2/88	Nant Film Festival
	• Recommended approval as submitted				
15.	Town of Nantucket	10 Surfside Rd	Temporary sign	55/137	Nant Film Festival
	• Recommended approval provided that only one sign is installed				
16.	Nantucket Theatre Project, LLC	5 N. Water St	Wall Sign	42.4.2/88	Self
	• Held for revisions				

V. COMMISSIONER Q & A WITH PRESERVATION PLANNER

VI. VIEW FROM 05/27/2025

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Elizabeth Pagnam 12408	19 Lily St VIEW	Color change	42.4.3/42	Self
	• Commissioners: Welch, Pohl, Camp, MacLeod, Thornewill; Alternates: Patten, Oliver				Last heard 5/27/25



Town of Nantucket – New Our Island Home Skilled Nursing Facility

Project Update

June 11, 2025



Town & County of
NANTUCKET
Massachusetts



Agenda

1. Annual Town Meeting and Annual Town Election Vote Recap
2. Project Guiding Principles
3. Review of Project Options
 - A. Sunset Project and Prepare for Closure
 - B. Renovate Existing OIH
 - C. Cost Reduction Measures within Current Scope
 - D. Total Project Redesign at Sherburne Commons

Appendix

1. 2025 Annual Town Meeting and Annual Town Election Recap

ATM 2021

Article 15 – Adopted

- Operating Override of \$5,000,000, increasing 2.5% per year
- FY25 override is \$5,384,453

ATM 2022

Article 11- Adopted

- Design and OPM Services
- Yes – 757; No – 130
- No indication of size or number of beds
- Site: Sherburne Commons

ATM 2025 and Town Election

Article 13-Not Adopted Construction Funding

No – 283

Yes – 450

(needed a 2/3 vote: 488)

Ballot Question #2:

No – 1,006

Yes – 1,185

2. Our Island Home Guiding Principles

Care for the Residents & Families

- Abundant natural light, access & views to nature.
- Good neighbor. Community focused.
- Choice/encouragement around social & activity spaces.
- Glare and noise reduction.
- Non-institutional look/feel. Welcoming to all – EDI focused.
- Easy wayfinding and navigation.
- Patient access and parking.
- Clear main entrance.
- Space for special occasions & visiting presentations.

Operationally Sound

- Budget / project viability
- Balance between resident privacy & staff observation.
- Thoughtful storage solutions. Right stuff, right place, right time.
- Durable materials that are easy to maintain & stand the test of time.
- Standardization for workflow and maintenance.
- Plug & play technology ready

Safety

- Single patient rooms.
- Environmental: Air quality and temperature.
- Balance of both physical and mental well-being/memory care.
- Facility ready for future pandemics.
- Clear paths of travel that minimize travel distances.
- Covered drop-off zone.
- Outdoor resident space with controlled access.

Future Ready & Sustainably Designed

- Maximize use of sustainable materials.
- Reduce operational cost/lower energy use/or zero energy use.
- Easy to maintain systems.
- Red List Free, PFAS free.
- Low carbon materials where possible.
- Aligns with Passive House, LEED, and WELL building design principles.
- Maintain licensure & space for expansion.
- Reliable redundant solutions
- Reduce Offset electricity consumption with on-site renewable energy. Solar? Geothermal?

Care for the Caregivers

- Safe & supportive environment in which to provide quality care.
- Staff respite space.
- Maximize natural light.
- Efficient design for collaboration & communication
- Clear zoning between resident and staff areas
- Recruitment and retention.
- Design that supports staffing challenges and optimizes workflow.

3. Major Levers to Reduce Project Cost



Number of Beds (45 Beds)



Private Rooms vs Shared Double Rooms



Sustainability Goals



Future flexibility



Significantly reduce square footage of the building

3. Potential Options for Next Steps

A

Sunset Project and Prepare for Closure

B

Renovate Existing OIH

C

Current Project Scope with Cost Reduction Measures

D

Total Project Redesign at Sherburne Commons

Option A: Sunset Project and Prepare for Closure

A

Department of Public Health (DPH) requirements:

- Town to submit 2 letters DPH:
 - Letter to Intent to Close
 - Letter of Closure and Relocation Plan
- Closure Plan to include
 - Notification to Residents/Families
 - Preparation for Counseling of Residents
 - Efforts at Placement
 - Consultations
 - Family Meetings
 - Medical Record Storage
 - Admission Freeze
- DPH must respond within 30 days
- Residents must vacate facility within 120 days of submission of Letter of Closure

Option A: Sunset Project and Prepare for Closure, cont'd.

A

Other logistics, obstacles or concerns of closure process

- Cape nursing homes are in high demand; beds are scarce
- Every resident and family must approve of transfer site
- Due to location and logistics, safe placements could be protracted
- OIH must pay all costs: staff, travel, escort from OIH to the new nursing home

Option A: Sunset Project and Prepare for Closure, cont'd.

- Process tends to become highly politicized; multiple state and local politicians, state agencies, as well as citizen groups will speak out for/against closure
- Potential lawsuits or court involvement to delay process
- Financial impact of closure will require considerable study and attention
- Large HR impact: placement efforts, separation agreements, union negotiations

Staff recommends as a last resort

Option A: Our Island Home Guiding Principles

Care for the Residents & Families

- Abundant natural light, access & views to nature.
- Good neighbor. Community focused.
- Choice/encouragement around social & activity spaces.
- Glare and noise reduction.
- Non-institutional look/feel. Welcoming to all – EDI focused.
- Easy wayfinding and navigation.
- Patient access and parking.
- Clear main entrance.
- Space for special occasions & visiting presentations.

Operationally Sound

- Budget / project viability
- Balance between resident privacy & staff observation.
- Thoughtful storage solutions. Right stuff, right place, right time
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- Standardization for workflow and maintenance.
- Plug & play technology ready

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- Facility ready for future pandemics.
- Clear paths of travel that minimize travel distances.
- Covered drop-off zone.
- Outdoor resident space with controlled access.

Future Ready & Sustainably Designed

- Maximize use of sustainable materials.
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- Reliable redundant solutions
- Reduce Offset electricity consumption with on-site renewable energy. Solar? Geothermal?

Care for the Caregivers

- Safe & supportive environment in which to provide quality care.
- Staff respite space.
- Maximize natural light.
- Efficient design for collaboration & communication
- Clear zoning between resident and staff areas
- Recruitment and retention.
- Design that supports staffing challenges and optimizes workflow.

Option B: Renovate Existing OIH

Renovation will require a complete study and a funding source

- No plan exists; prior studies have highlighted the difficulty of (re)building onsite
- No existing funding source. Prior appropriation not a permissible use
- Likely reduced bed count post renovation (~24 beds)
- Likely more bathrooms and showers, but still not private
- Common areas improved, possibly enlarged

Option B: Renovate Existing OIH, cont'd.

Impacts of renovating at site of current OIH

- Cost of renovations “high” given limited useful life; resilience concern
- Substantial code compliance upgrades required throughout facility
- DPH requires waivers for any non-compliant elements; waiver requests could be denied
- Intense logistics as facility would need close during project
- Residents would need to be temporarily moved off-island; requires DPH approval
- Staff retention, placement costs; post renovation continuity of operations risk

Not Recommended by Staff

Option B: Our Island Home Guiding Principles

Care for the Residents & Families

- ~~Abundant natural light, access & views to nature.~~
- Good neighbor. Community focused.
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- Glare and noise reduction.
- ~~Non-institutional look/feel. Welcoming to all — EDI focused.~~
- Easy wayfinding and navigation.
- Patient access and parking.
- ~~Clear main entrance.~~
- ~~Space for special occasions & visiting presentations.~~

Operationally Sound

- ~~Budget / project viability~~
- ~~Balance between resident privacy & staff observation.~~
- ~~Thoughtful storage solutions. Right stuff, right place, right time.~~
- ~~Durable materials that are easy to maintain & stand the test of time.~~
- ~~Standardization for workflow and maintenance.~~
- ~~Plug & play technology ready~~

Safety

- ~~Single patient rooms.~~
- ~~Environmental: Air quality and temperature.~~
- ~~Balance of both physical and mental well-being/memory care.~~
- ~~Facility ready for future pandemics.~~
- ~~Clear paths of travel that minimize travel distances.~~
- ~~Covered drop-off zone.~~
- Outdoor resident space with controlled access.

Future Ready & Sustainably Designed

- ~~Maximize use of sustainable materials.~~
- ~~Reduce operational cost/lower energy use/or zero-energy use.~~
- ~~Easy to maintain systems.~~
- ~~Red List Free, PFAS free.~~
- ~~Low carbon materials where possible.~~
- ~~Aligns with Passive House, LEED, and WELL building design principles.~~
- ~~Maintain licensure & space for expansion.~~
- ~~Reliable redundant solutions~~
- ~~Reduce Offset electricity consumption with on-site renewable energy. Solar? Geothermal?~~

Care for the Caregivers

- ~~Safe & supportive environment in which to provide quality care.~~
- ~~Staff respite space.~~
- ~~Maximize natural light.~~
- ~~Efficient design for collaboration & communication~~
- ~~Clear zoning between resident and staff areas~~
- ~~Recruitment and retention.~~
- ~~Design that supports staffing challenges and optimizes workflow.~~

Option C: Modify Existing Plan for New OIH at Sherburne Commons

Cost Reduction Strategies for Current Proposal

C

- Eliminate one wing resident wing (ability to add in the future)
- Eliminate Roof Mounted PV Arrays (ability to add in the future)
- Reduce future Shell Space in Basement (approximately 3,000sf)
- Eliminate construction of new Sherburne staff housing; reuse existing (requires negotiation)
- Other misc. targeted items, rebid to confirm allowances

TARGETED POTENTIAL PROJECT SAVINGS: \$18.75+ million
Considerable review is required to validate this reduction

Project could be redesigned/rebid in time for a Special Town Meeting in November 2025

Option C: Modify Existing Plan for New OIH at Sherburne Commons

Cost Reduction Strategies for Current Proposal



Option C: Modify Existing Plan for New OIH at Sherburne Commons

C

Impact of Modifications to Current Design

- Reduced bed count
 - 31 singles, or
 - A mix of 8 doubles and 23 singles (39 beds)
- Higher operating costs and larger General Fund subsidy due to:
 - Lower revenue from lower census
 - Increased energy costs
 - Less storage space precluding bulk purchases
 - Additional study required
- Programming losses
 - Lower revenue from reduced capacity for short-term rehabilitation services
- 16 additional bedrooms from to-be-purchased Sherburne Commons housing eliminated
- Significant negotiation hurdles with Residents of Sherburne Commons possible

Option C: Modify Design for New OIH at Sherburne Commons



Cost Reduction impact

Cost	Failed Plan	Modified Plan*
Construction, Designer, OPM and Equipment	\$104,692,527	93,897,527**
Housing Component - Construction Cost & Future Purchase Cost Total	\$13,537,950	6,837,950
Total Contingency Cost	\$10,122,025	8,957,474
Sherburne Commons Site Allowance	\$6,040,000	6,040,000
Total Project Cost	\$134,392,502	\$115,732,951

REQUIRED FUNDING	Failed Plan	Modified Plan*
Prior Appropriation (Article 11, ATM 2022)	(\$8,500,000)	(\$8,500,000)
Borrowing Offsets (Revolving Fund , Sewer and OIH Retained Earnings)	(\$9,585,000)	(\$7,585,000)
Required Borrowing	\$116,307,502	\$99,647,951

*PRELIMINARY ESTIMATE and excludes operating revenue impact

** Includes funds for design modification

Option C: Our Island Home Guiding Principles

Care for the Residents & Families

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- Easy wayfinding and navigation.
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- Clear main entrance.
- Space for special occasions & visiting presentations.

Operationally Sound

- Budget / project viability
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- Outdoor resident space with controlled access.

Future Ready & Sustainably Designed

- Maximize use of sustainable materials.
- Reduce operational cost/lower energy use/or zero energy use.
- Easy to maintain systems.
- Red List Free, PFAS free.
- Low carbon materials where possible.
- Aligns with Passive House, LEED, and WELL building design principles.
- ~~Maintain licensure~~ & space for expansion.
- Reliable redundant solutions
- ~~Reduce Offset electricity consumption with on-site renewable energy. Solar? Geothermal?~~

Care for the Caregivers

- Safe & supportive environment in which to provide quality care.
- ~~Staff respite space.~~
- Maximize natural light.
- Efficient design for collaboration & communication
- Clear zoning between resident and staff areas
- Recruitment and retention.
- Design that supports staffing challenges and optimizes workflow.

Option D: Total Redesign of New OIH at Sherburne Commons

D

Requires significant direction from Select Board

Significantly Reduce Number of Beds to less than 30

- Risk census is currently above this number could require waiting list

Build to smallest footprint possible

- If required in future, difficult to expand

Eliminate Geothermal system with air source system

- Will require finding significant space on roof or ground for equipment

Redesign expense and Permitting restarting (HDC, PLUS and DPH)

- While much can potentially be reused, this is starting over option

Redesign/rebid challenging for Town Meeting in May 2026

Likely requires additional authorization to restart design at Design Development Phase

Option D: Our Island Home Guiding Principles

Care for the Residents & Families

- Abundant natural light, access & views to nature.
- Good neighbor. Community focused.
- Choice/encouragement around social & activity spaces.
- Glare and noise reduction.
- Non-institutional look/feel. Welcoming to all – EDI focused.
- Easy wayfinding and navigation.
- Patient access and parking.
- Clear main entrance.
- Space for special occasions & visiting presentations.

Operationally Sound

- Budget / project viability
- Balance between resident privacy & staff observation.
- Thoughtful storage solutions. Right stuff, right place, right time.
- Durable materials that are easy to maintain & stand the test of time.
- Standardization for workflow and maintenance.
- Plug & play technology ready

Safety

- Single patient rooms.
- Environmental: Air quality and temperature.
- Balance of both physical and mental well-being, memory care.
- Facility ready for future pandemics.
- Clear paths of travel that minimize travel distances.
- Covered drop-off zone.
- Outdoor resident space with controlled access.

Future Ready & Sustainably Designed

- Maximize use of sustainable materials.
- Reduce operational cost/lower energy use/or zero energy use.
- Easy to maintain systems.
- Red List Free, PFAS free.
- Low carbon materials where possible.
- Aligns with Passive House, LEED, and WELL building design principles.
- Maintain licensure & space for expansion.
- Reliable redundant solutions
- Reduce Offset electricity consumption with on-site renewable energy. Solar? Geothermal?

Care for the Caregivers

- Safe & supportive environment in which to provide quality care.
- Staff respite space.
- Maximize natural light.
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- Recruitment and retention.
- Design that supports staffing challenges and optimizes workflow.

Questions



APPENDIX



Cost Reduction Strategies

Eliminate one wing resident wing



Cost Reduction Strategies

Eliminate one wing resident wing

- Not a forever decision, can be added a future date for full project max of 57 beds
- Day one can be the following:
 - 39 Beds (8 doubles and 23 singles) or
 - 31 Beds (31 singles)
- **POTENTIAL PROJECT SAVINGS: \$9.2 million**
- **Schedule Impact: Rework by design team**
- **Permitting Impact: Confirm with HDC and DPH/DON**



Cost Reduction Strategies

Eliminate Roof Mounted PV Arrays

- Can be added a future date but no potential rebates
- **POTENTIAL PROJECT SAVINGS: \$1.495 million**
- **Schedule Impact: None, can be bid as alternate**



Cost Reduction Strategies

Reduce future Shell Space in Basement (approximately 3,000sf)

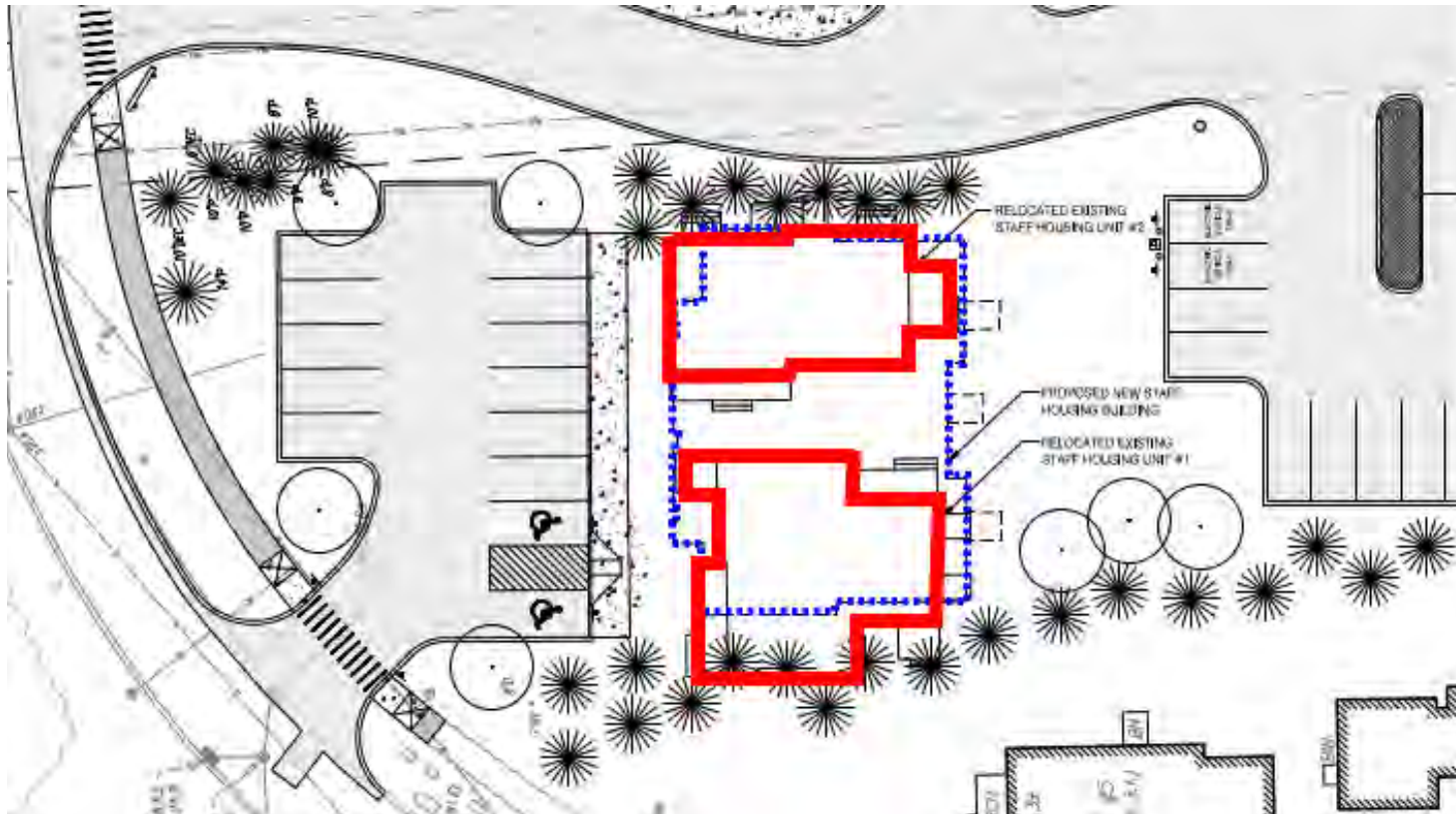
- Forever decision, can not be added in the future
- **POTENTIAL PROJECT SAVINGS: \$1.350 million**
- **Schedule Impact: Rework by design team**



Cost Reduction Strategies

Eliminate New Sherburne Staff Housing

- Original intent was not having Sherburne Staff to move twice.
- Relocate Existing Sherburne Staff Housing to location where new housing was planned.
- No Town of Nantucket Staff Housing at Hillside Avenue
- **POTENTIAL PROJECT SAVINGS: \$6.7 million**
- **Schedule Impact: Sherburne Negotiations, HDC and Planning modifications**



Appendix B

Our Island Home



ROOM LEGEND

- RESIDENT ROOMS
- RESIDENT AMENITIES / SUPPORT
- STAFF AREAS
- STAFF (BOH)
- PUBLIC / ENTRY
- RESIDENT SUPPORT (BOH)
- CIRCULATION
- BUILDING SUPPORT
- SHELL SPACE

Main Level

ATM 2022 - Approval

Article 11 – Appropriation: Design of New Our Island Home Facility

This is a request to appropriate \$8,500,000 by borrowing, contingent upon a Debt Exclusion at the May 10, 2022 Annual Election, for the design, site planning and project management for a new Our Island Home (OIH). The new OIH would be located on Town-owned land at the Sherburne Commons campus at 40 Sherburne Commons Way. Built in 1980, the current facility is outdated, inefficient and does not meet current best practices for patient care, or current Department of Public Health regulations for nursing support and mechanical systems.

As the current facility is inadequate – if Nantucket is to continue having an on-Island nursing facility – it needs to be replaced. The Select Board and the Finance Committee have voted unanimously to support this Article and the OIH project.

ATM 2022 - Approval

A new Our Island Home will benefit all Islanders by:

- Allowing for flexibility and more space, providing improved quality of life: privacy, dignity, independence and meaningful activity for residents
- Continuing the operation of a local Skilled Nursing Facility, saving Nantucketer's the time, inconvenience and expense of off-Island travel
- Creating a more home-like facility that can focus on person-centric care
- Replacing a failing building with a code compliant facility that will meet the standards of care of Skilled Nursing Facilities for years to come.
- Allowing the existing site at 9 E. Creek Road to be repurposed for a new Senior Center