

# Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair  
Jason Bridges  
Matt Fee  
Kristie L. Ferrantella  
Melissa Murphy



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

***AGENDA FOR THE MEETING OF THE  
SELECT BOARD  
OCTOBER 14, 2020 - 5:00 PM  
REMOTE PARTICIPATION VIA ZOOM WEBINAR  
PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020  
ORDER REGARDING OPEN MEETING LAW  
NANTUCKET, MASSACHUSETTS***

***YOU TUBE LINK:***

<https://youtu.be/ernqS9wPUEk>

***I. CALL TO ORDER***

***II. SELECT BOARD ACCEPTANCE OF AGENDA***

***III. ANNOUNCEMENTS***

1. The Select Board Meeting is Being Audio/Video Recorded.
2. Legislative Update.
3. April 5, 2021 Annual Town Meeting:
  - Warrant Open for Citizen Warrant Article Submittals through 4:00 PM on November 13, 2020
  - Town Counsel Citizen Warrant Article Consultations: Wednesday, October 14, 2020 from 2:00 PM to 4:00 PM and Thursday, October 15, 2020 from 9:00 AM to 11:00 AM via Zoom - Contact [TownManager@nantucket-ma.gov](mailto:TownManager@nantucket-ma.gov) for Zoom links.
4. Town Clerk: November 3, 2020 General Election: Early Voting, Absentee Voting and Day-of Voting Review.
5. Update Regarding 2018 African Meeting House Vandalism from District Attorney's Office.

***IV. COVID-19 WEEKLY UPDATE***

1. Select Board Comments/Questions
  - Public Comment

2. Report(s) from Public Health Director and Nantucket Cottage Hospital President:
  - COVID-19 Case Metrics, Including Massachusetts COVID-19 Community-Level Data Map
  - COVID-19 Testing
  - Enforcement
  - Board of Health Orders
  - Other
  - Select Board Comments/Questions
  - Public Comment
3. Report(s) from Licensing Administrator:
  - Outreach Update
  - Other
  - Select Board Comments/Questions
  - Public Comment
4. Culture & Tourism Director: Economic Recovery Task Force Update.

***V. PUBLIC COMMENT\* FOR ITEMS NOT RELATED TO COVID-19 OR OTHER AGENDA ITEMS***

***VI. NEW BUSINESS\****

***VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***

1. Approval of Treasury Warrants for October 14, 2020.

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

1. Children's Beach Concession/The Hungry Minnow: Request for Rent Reduction.
2. Historic District Commission: Request for Approval of Appointment of Nantucket Preservation Trust, Inc. as Alternate Designee for Historic Preservation Restriction for 31 Western Avenue (Star of the Sea Youth Hostel), thus Removing the HDC as the Designee.
3. Nantucket Pond Coalition Update.

***IX. REAL ESTATE ITEMS***

1. Request for Approval and Execution of Land Transactions with Keep on Trucking, LLC pursuant to Land Exchange Agreement Approved on September 9, 2020:
  - a) Acceptance of Quitclaim Deed and Settlement Statement from Keep on Trucking, LLC to Town of Nantucket for Parcel of Land Shown as Parcel A on Plan of Land Entitled "Division Plan of Land Prepared for: Town of Nantucket and Keep on Trucking, LLC," Dated August 3, 2020, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2020-36, Pursuant to Vote on Article 100 of 2020 Annual Town Meeting.
  - b) Acceptance of Sewer and Access Easement Agreement from Keep on Trucking, LLC in, under, over and upon a Portion of Land Located at 4

Windy Way; and a Temporary Construction Easement Along Property Line between Parcels A and B and along the West Side of Access Easement at 4 Windy Way as Shown on Plan of Land Entitled "Division Plan of Land Prepared for: Town of Nantucket and Keep on Trucking, LLC," Dated August 3, 2020, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2020-36, Pursuant to Vote on Article 100 on 2020 Annual Town Meeting.

- c) Quitclaim Deed and Settlement Statement to Keep on Trucking, LLC for Three Parcels of Land Located at 10 Shadbush Road, 14 Shadbush Road and 16 Shadbush Road, Nantucket, Massachusetts Shown on Plan of Land Entitled "Subdivision Plan of Land in Nantucket, MA, prepared for: Town of Nantucket," Dated June 16, 2016, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-59, Pursuant to Vote on Article 100 of 2020 Annual Town Meeting.

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

- 1. Review of Recent Our Island Home Stakeholder Forums for Our Island Home Long-Term Planning.
- 2. Preliminary Review of Potential 2021 Annual Town Meeting Warrant Articles.

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

- 1. Strategic Plan Retreat Update.
- 2. Committee Reports.

***XII. ADJOURNMENT***

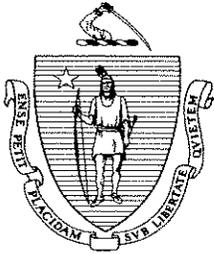
***\*Identified on Agenda Protocol Sheet***

*Select Board Agenda Protocol:*

- **Roberts Rules:** *The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

*Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.*

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Select Board Report and Comment:** *Individual Board Members may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.*



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**ORDER SUSPENDING CERTAIN PROVISIONS  
OF THE OPEN MEETING LAW, G. L. c. 30A, § 20**

**WHEREAS**, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”); and

**WHEREAS**, many important functions of State and Local Government are executed by “public bodies,” as that term is defined in G. L. c. 30A, § 18, in meetings that are open to the public, consistent with the requirements of law and sound public policy and in order to ensure active public engagement with, contribution to, and oversight of the functions of government; and

**WHEREAS**, both the Federal Centers for Disease Control and Prevention (“CDC”) and the Massachusetts Department of Public Health (“DPH”) have advised residents to take extra measures to put distance between themselves and other people to further reduce the risk of being exposed to COVID-19. Additionally, the CDC and DPH have advised high-risk individuals, including people over the age of 60, anyone with underlying health conditions or a weakened immune system, and pregnant women, to avoid large gatherings.

**WHEREAS**, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise authority over public assemblages as necessary to protect the health and safety of persons; and

**WHEREAS**, low-cost telephone, social media, and other internet-based technologies are currently available that will permit the convening of a public body through virtual means and allow real-time public access to the activities of the public body; and

**WHEREAS** section 20 of chapter 30A and implementing regulations issued by the Attorney General currently authorize remote participation by members of a public body, subject to certain limitations;

**NOW THEREFORE**, I hereby order the following:

(1) A public body, as defined in section 18 of chapter 30A of the General Laws, is hereby relieved from the requirement of section 20 of chapter 30A that it conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means.

Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.

A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

A public body must offer its selected alternative means of access to its proceedings without subscription, toll, or similar charge to the public.

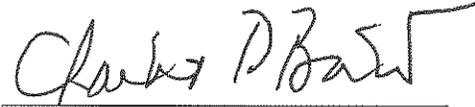
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby suspended.

(3) A public body that elects to conduct its proceedings under the relief provided in sections (1) or (2) above shall ensure that any party entitled or required to appear before it shall be able to do so through remote means, as if the party were a member of the public body and participating remotely as provided in section (2).

(4) All other provisions of sections 18 to 25 of chapter 30A and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

This Order is effective immediately and shall remain in effect until rescinded or until the State of Emergency is terminated, whichever happens first.

Given in Boston at 6:40 PM this 12th day of  
March, two thousand and twenty.

A handwritten signature in cursive script, reading "Charles D. Baker". The signature is written in black ink and is positioned above a horizontal line.

CHARLES D. BAKER  
GOVERNOR  
Commonwealth of Massachusetts

Please be advised that the **2021 ANNUAL TOWN MEETING WARRANT** is open for submission of citizen articles until November 13, 2020 at 4:00 pm. Citizen articles require the signatures of at least ten (10) registered voters of Nantucket.

*PLEASE NOTE: Town Counsel will be available for citizen warrant article consultation on Wednesday, October 14, 2020 from 2pm - 4pm; and Thursday, October 15, 2020 from 9am - 11am via Zoom. Citizens who plan to submit articles are encouraged to seek this assistance.*

*The Zoom links are as follows:*

**Wednesday, October 14, 2020, 2pm - 4pm**

Join Zoom Meeting

<https://zoom.us/j/96438257856?pwd=bEpZM0t2K1hvQXdoZTJlZjZPV1Vidz09>

Meeting ID: 964 3825 7856

Passcode: 470265

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 964 3825 7856

Passcode: 470265

**Thursday, October 15, 2020, 9am - 11am**

Join Zoom Meeting

<https://zoom.us/j/91279322354?pwd=TmZzSE9KbWRTQS90UDVoSDlZQ1NBdz09>

Meeting ID: 912 7932 2354

Passcode: 467756

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 912 7932 2354

Passcode: 467756

We will be holding people in the waiting room so that one person at a time will be "in" with Town Counsel without interruption. For further information, please call (508) 228-7255 ext. 1.

## November 3rd General Election Deadlines & Information

### EARLY VOTING

#### In Person

*When?* Saturday, October 17 through Friday, October 30, 2020 (includes two Saturdays and Sundays)

- Monday to Friday: 9 am to 3 pm
- Saturday, October 17 and Sunday, October 18: 9 am to 1 pm
- Saturday, October 24: 2 pm to 4 pm and 6 pm to 8 pm  
(This is also the Voter Registration Deadline for November 3rd Election.) Voter Registration may be done in person during these hours or online at: <https://www.sec.state.ma.us/ele/eleifv/howreg.htm>.
- Sunday, October 25: 9 am to 1 pm.

*Where?* Town Hall, 16 Broad Street, Nantucket, MA. **WEAR A MASK.**

#### Vote by Mail

- Vote by mail application: <https://www.sec.state.ma.us/ele/eleev/early-voting-by-mail.htm>
- Return: by **mail**: Town Clerk's Office, 16 Broad Street, Nantucket, MA or by **dropbox**: 16 Broad Street, outside Main Entrance (no postage necessary if placed in Dropbox).
- TRACK MY BALLOT: for vote by MAIL only: <https://www.sec.state.ma.us/wheredoivotema/track/trackmyballot.aspx>

### ELECTION DAY

*When?* Tuesday, November 3, 2020: 7 am to 8 pm

*Where?* Nantucket High School, 10 Surfside Road.

Voting booths will be set up socially distantly and school will not be in session that day. **WEAR A MASK.**

## **PRESS RELEASE**



**Michael O'Keefe, District Attorney  
Cape & Islands District  
3231 Main Street  
Barnstable, MA 02630  
(508) 362-8113**

Contact: Tara Miltimore, Assistant District Attorney  
Media Relations (508) 362-8113  
Tara.Miltimore@massmail.state.ma.us

October 8, 2020

---

In March of 2018 a building known as the African Meeting House was defaced by graffiti on Nantucket.

By way of background, Nantucket Police began the investigation but in the summer of 2019, the Nantucket Police Department asked the District Attorney's Office to take over the investigation. The District Attorney's Office, through the trial court, requested that the sitting Barnstable grand jury be made into a statewide grand jury in order to hear a Nantucket matter. A Cape & Islands Assistant District Attorney was deputized as an Assistant Attorney General in order to use the statewide grand jury in Barnstable. The newly designated grand jury began to hear evidence on March 13, 2020.

The statewide grand jury sat for several days over six months while taking COVID-19 precautions. Numerous civilian and law enforcement witnesses testified and produced evidence including forensic personnel from the Massachusetts State Police Crime Lab.

Once all available evidence was presented the grand jury deliberated and issued a 'No Bill' for one individual, meaning a finding of no probable cause. The grand jury returned an indictment for misleading an investigation (MGL c.268 § 13B) against another individual, Jeffrey Sayle, DOB 10/15/1969 of Nantucket. He will be summonsed for arraignment in due course.

While this grand jury has been discharged, the matter remains open in the event that additional evidence comes to light.

###



## Agenda Item Summary

Agenda Item #	IV. 4.
Date	10/14/2020

### Staff

Janet E. Schulte, Director of Culture & Tourism

### Subject

Economic Recovery Task Force Update

### Executive Summary

The Economic Recovery Task Force (ERTF) met on September 10<sup>th</sup> and made several recommendations for ways that the Town could assist businesses during the shoulder season.

### Staff Recommendation

Accept the report.

### Background/Discussion

The ERTF meets periodically to make recommendations and receive updates on what the Town can do to assist the business community to deal with the economic challenges caused by COVID 19.

Several of the items in the attached report were included on the October 7<sup>th</sup> Select Board agenda in a report from the Licensing Administrator.

Impact: Environmental  Fiscal  Community  Other

The actions the Town has taken over the summer and early fall have assisted businesses with staying open and serving customers and clients.

### Board/Commission Recommendation

N/A

### Public Outreach

Information about the ERTF's meetings is posted on the Town's COVID website page.

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

N/A

### Attachments

List of Recommended actions from the 9/10/2020 Economic Recovery Task Force meeting



Economic Recovery Task Force  
Thursday, September 10, 2020  
10:00 am ZOOM  
Agenda

1. Update on Summer 2020 recommendations and actions
  - What worked/What should we continue/what should change
2. Ideas and recommendations for enhancing and sustaining the economy in Fall 2020
  - Follow-up economic impact survey September 10 – 25, 2020
3. Feedback on Fall/Nantucket Noel event ideas

If you are not able to join the Zoom call, please send your feedback/ideas on any of these topics to Janet Schulte at [jschulte@nantucket-ma.gov](mailto:jschulte@nantucket-ma.gov).

Action/Follow-up Items from the meeting

1. There's a broad consensus that the outdoor dining is much appreciated by visitors, residents and the industry. Driving and parking do not seem to have been impacted by the street and sidewalk closings.
2. Restaurants are responsible for keeping clean and litter-free the public spaces that have been provided to them.
3. Licensing and Health Departments are working on a briefing document for public and private events and may also do a video to distribute to event planners, NAREB. Homeowners Associations and Lodging Association.
4. Outdoor dining is permitted by BOH Emergency Order #11 through early November 2020. BOH will be asked to consider extending the order through Stroll and perhaps through New Year's Eve.
5. Restaurants would like to know if outdoor dining can be continued in the summer of 2021.
6. Outdoor heaters would be helpful to restaurants. There are public safety rules about not allowing propane heaters under tents. There is currently a six to ten-week back order on heaters. Licensing and the Assistant Town Administrator will discuss the heater idea with regards to a MassDOT funding opportunity and in light of the public safety and back order issue.
7. The state controls the end date for the extension of alcohol licenses to outdoor dining. It is currently set to expire on November 1, 2020.
8. Staffing shortages are felt across all industries.
9. Community Foundation is entering phase III of its emergency response which will be a grant program for non-profits to address operating expenses/revenues lost due to COVID.
10. C&T will ask NAREB and Nantucket Lodging Association for information about rentals/reservations comparing Oct, Nov, Dec 2019 and Oct, Nov, Dec 2020 to see what the anticipated increase will be. Any information will be shared with restaurants to assist in planning their decisions about staying open through Stroll or New Years.
11. A second survey on the economic impact of COVID on Nantucket businesses and organizations is being distributed today.
12. Update public health messaging for Fall/Winter.



# Agenda Item Summary

Agenda Item #	VIII. 1.
Date	10/14/20

## Staff

Town Administration

## Subject

2020 Rent Abatement Request from Children’s Beach Concession (“The Hungry Minnow”)

## Executive Summary

Ambergris, Inc d/b/a The Hungry Minnow at Children’s Beach Concession is requesting to have its second 2020 payment (\$9,840.00) abated or applied to 2021.

## Staff Recommendation

Referred to the Select Board for discussion

## Background/Discussion

The Hungry Minnow is in its 4<sup>th</sup> year of the 5-year Children’s Beach Concession contract (2017-2021).

Due to the uncertainty of the Coronavirus on local businesses, on May 13, 2020 the Select Board voted to waive the first rent payment (out of 2 rent payments annually for each concession) for all three Town beach concessions resulting in a \$98,047.50 revenue impact (see Concession Recommendation Chart attached). \$9,840.00 of the \$98,047.50 revenue impact is from Hungry Minnow. A contract amendment was signed to reflect this change for 2020 only (see Hungry Minnow Contract Amendment attached).

The concessionaire reports a particularly difficult 2020 season due and is seeking relief from her second rent payment of \$9,840.00. The original contracted rent amount for 2020 is \$19,680. The concessionaire reports gross revenues since 2017 are:

2017: \$76,150.00; 2018: \$95,312.32; 2019: \$77,668.76; 2020: \$35,244.28.

The average gross revenue for the first three years of The Hungry Minnow is \$83,044. The concessionaire reports taking a loan out to pay for the rent payment on time on September 1, 2020.

The concessionaire is requesting a full or partial abatement of the \$9,840 or all or part applied to the 2021 season to assist with getting the concession open for the 2021 season.



Impact: Environmental  Fiscal  Community  Other

Click or tap here to enter text.

### Board/Commission Recommendation

N/A

### Public Outreach

N/A

### Attachments

Ambergris, Inc Contract 2017-2021;

Hungry Minnow Contract Amendement 05132020;

AIS-2020 Concession Recommendations 05132020;

Concession Recommendations Comparison Chart 05132020.





# TOWN OF NANTUCKET

## AGREEMENT BETWEEN THE TOWN OF NANTUCKET, MASSACHUSETTS AND AMBERGRIS d/b/a THE HUNGRY MINNOW

THIS AGREEMENT made effective March 22, 2017, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **AMBERGRIS d/b/a THE HUNGRY MINNOW** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR") expiring on December 31, 2021.

### RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**General:** The Concessionaire is responsible for the Operation of a food and beverage Concession and optional retail sales exclusively along with a non-exclusive license to use the remainder of the Premises along with the public at Children's Beach, Harbor View Way, Nantucket, MA. The Concessionaire is also responsible for custodial maintenance of the Premises Area on a daily basis as well as to support the clean-up of the Beach Management area on a weekly basis, as indicated on Exhibit E. Note: The Premises Area is within a traditional habitat area for both State and Federally protected shorebirds.

**Concession Premises:** The Concession premises (hereinafter called the Premises) shall include the Concession Building, Restrooms and the area immediately surrounding the facility as shown in Exhibit E.

### A. CONCESSION FEE AND OTHER CHARGES

1. **Concession Fee:** The Concessionaire shall pay an annual Fee in the amount set forth on the Bid Form attached to this Lease agreement as Lease agreement Exhibit B for each occupancy period during the term hereof. The Concession Fee shall be payable in two equal installments, the first due on or before August 1 and the second due on or before September 1 of each year. The Concessionaire's 10% bid deposit will be credited toward the first payment of the first year's Concession fee. The fee based on the percentage above gross sales of one hundred thousand dollars (\$100,000) shall be submitted to the Finance Department by December 31 of each year of the contract. Monthly financial statements (profit & loss) are required to be submitted to the Director of Municipal Finance through the Facilities Manager or his/her designee by the 15<sup>th</sup> of each month, with the final statement totaling the season due no later than December 31 of each year.

# TOWN OF NANTUCKET

2. **Property Tax Assessments:** Property tax assessments may be made by the Nantucket Assessor's office. The Concessionaire is responsible for payment of these bills, and for filing abatement if appropriate.

3. **Security Deposit:** The Concessionaire shall file with the Town a \$2,000.00 security deposit payable prior to the signing of the lease, refundable at the end of the term, without interest to the Concessionaire within sixty (60) days, after determination has been made that the Concessionaire has fulfilled all of the terms of the Lease agreement and left the premises in adequate condition according to the Town and after presenting proof that all utility payments have been made and no defaults are left outstanding.

4. **Utility Payments:** The Concessionaire shall pay all water, power, gas, sewer, landfill, oil and telephone costs incidental to its operation hereunder. This obligation includes but is not limited to payment of water and electric bills, Landfill and Sewer User Fees for both the Concession and the Bathhouse portions of the premises. The Concessionaire is also responsible for all turning on and turning off of all utilities and any and all utility deposits required doing so. The Concessionaire shall present proof of payment of all utilities to the Finance Department within thirty days of closing for the season. Should proof of payment not be presented the Concessionaire shall be considered in default and the Town has the right at its discretion to pay any outstanding amounts from the security deposit as stated in Section A-3 above. The Concessionaire is required to report payments of all utilities for the year to the Facilities Manager or his/her designee no later than December 1 of each year of the contract. Monthly reporting is acceptable.

5. **Other Fees and Utilities:** The Concessionaire shall also be responsible of all licensing fees as determined by the Town, all utilities and all other costs associated with the operation of the premises; including any additional fees brought on by the presence of listed shorebirds and the protection plan implemented by the Town of Nantucket's Endangered Species Program, through the Beach Management Plan. Those items specifically provided herein are excluded.

## B. TERM

1. **Lease Term:** Five years beginning the date of the Lease agreement award and expiring on December 31, 2021.

2. **Operation Dates:** Successful bidder shall be permitted to occupy the Premises only during the Occupancy periods, which run from mid-April through mid-October unless otherwise agreed upon with the Facility Manager to open and close the facility on different dates; with preference to keep at least some limited hours from Mid-April through Memorial Day and from Labor Day through the Monday of Columbus Day Weekend. See C. CONCESSIONAIRE'S OBLIGATIONS, 2. Food Services.

## C. CONCESSIONAIRE'S OBLIGATIONS

### OBLIGATIONS

1. **Concession Facility:** Concessionaire agrees to operate a Concession facility of a typical snack bar business in accordance with the applicable rules and regulations and to obtain appropriate licenses before operating the facility and presenting the Town with the same. Food menus may be limited. The Concessionaire shall operate the Premises so as to enhance the public's use and enjoyment of the

---

Town of Nantucket

Children's Beach Concession Lease – Ambergris

# TOWN OF NANTUCKET

adjacent public beach facility and in the best interest of the residents of and visitors of the Town of Nantucket. The Concessionaire is responsible for compliance with all laws and regulations applicable to the operation of the premises, including but not limited to compliance with applicable ADA regulations.

2. **Food Services:** The Concessionaire may run a limited menu of a typical snack bar from at least 11:00 AM through 5:00 PM seven (7) days per week from the Friday prior to Memorial Day through ten (10) days after Labor Day each calendar year required; with preference to keep at least some limited hours from Mid-April through Memorial Day and from Labor Day through the Monday of Columbus Day Weekend. Breakfast and dinner options are encouraged and may be served at the discretion of the Concessionaire, but are not required. Concessionaire shall limit service to the area immediately adjacent to the Concession facility. Chairs, tables or picnic benches with/without umbrellas are allowed on the deck and immediately adjacent to Concession building but are not allowed in the Parking Lot, Playground, or Beach Area. Concessionaire may put additional picnic benches on the Park lawn with the permission of the Town.

3. **Retail Sales.** A small retail sales operation will be allowed and is exclusive to this lease. The sale of clothing, souvenirs and/or traditional beach-related goods from inside the Concession building is permitted. Display of beach chairs, umbrellas, windbreaks and other comparable equipment offered for sale or rent will not be permitted on the Concession deck, Bandstand, Park, Beach or Parking Lot.

4. **Rental Equipment:** The Concessionaire is allowed to rent beach chairs, beach towels, boogie boards and other approved beach/surf equipment from the Concession facility.

5. **Accessible Beach Wheel Chairs.** Concessionaire is also expected to manage (reserve, arrange delivery, loan out and collect) the "free rental" of beach wheel chairs as provided by the Department of Public Works. The Concessionaire is not required to repair or maintain these accessible beach wheel chairs, however the Concessionaire is required to inform the Department of Public Works of needed repairs.

6. **Private Functions:** No private functions are allowed in the Premises area. Public Special Events may occur in the Premises Area or Beach Maintenance Area if properly permitted by the Town.

7. **Public Restrooms:** At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year. The Concessionaire shall open the Bathroom facility at all times while the Concession is operating. The Town of Nantucket reserves the right to open and staff the Bathroom facility only, at other hours for special events. Toilet room facilities must remain open even in inclement weather. The Concessionaire shall be responsible for the cleanliness of the Public Restroom facility and area surrounding the Public Restroom facility. A Maintenance Log of twice daily cleanings shall be provided and visually displayed in bathroom area for inspection. Exhibit D.

8. **Kitchen Equipment:** The Concessionaire shall provide and install all kitchen and food and drink equipment not already provided by the Town of Nantucket. Any purchase of equipment by the Concessionaire from previous Concessionaire would be a private agreement and not part of the Lease agreement for the facilities. Concessionaire is responsible for maintenance and replacement and removal of his/her own equipment. Any equipment affixed permanently to the premises shall immediately become the property of the Town of Nantucket subject only to the Concessionaire's right to use such equipment during the term hereof. It shall be the sole responsibility of the Concessionaire to remove one's own

# TOWN OF NANTUCKET

equipment installed in the Premises prior to the expiration of this Lease agreement and to repair any damages resulting from such removal. Any such equipment remaining after the expiration of this Lease agreement shall, at the option of the Town, either become the property of the Town or be removed and disposed of by the Town at the expense of the Concessionaire. The Concessionaire is responsible for preventive maintenance for the equipment provided by the Town. In addition the Concessionaire agrees to perform annual maintenance prior to closing the building each fall. A schedule of the minimum annual maintenance requirements is attached hereto and incorporated herein, marked Lease agreement Exhibit F.

**9. Custodial Services:** The Concessionaire shall clean, or arrange for cleaning of, the Bathrooms twice daily to maintain them in a condition satisfactory to the Town. The Concessionaire shall supply and maintain paper, soap and supplies as needed. The Concessionaire shall provide adequate numbers of trash receptacles in the Concession Stand area and the walkway to the Beach that will be maintained by the Concessionaire in addition to the receptacles supplied by the Town.

The Concessionaire shall provide for daily trash pick-up throughout the Premises (Concession, Bathroom, Playground area) twice daily. The Concessionaire shall coordinate with the Town (through the Department of Public Works and the Marine Department) to provide for at least weekly beach-cleaning assistance to ensure the walkway and beach area are tidy without trash or hazardous materials.

**10. Maintenance:** The Concessionaire shall provide all custodial maintenance inside the buildings and outside the buildings in the Premises Area indicated on Exhibit E, policing the Premises area at least twice daily to keep it free of all litter and other trash generated by the patrons of the beach. All rubbish/trash collected by the Concessionaire or generated from the Concession's operation will be secured, removed and disposed of at the Concessionaire's expense including landfill fees. The Concessionaire is responsible for repairing and maintaining any and all windows and door screens and informing the Department of Public Works immediately of any and all repairs so made. The Concessionaire will be required to provide a work order for all exterior and structural repair work to be performed by the Public Works Department.

**11. Signs and Structures:** Before any temporary or permanent signs or structures are erected the Concessionaire shall first obtain such written approvals as may be required under existing Town regulations including but not limited to approval from the Parks and Recreation Commission and a Certificate of Appropriateness from the Historic District Commission. The Concessionaire shall then obtain the written permission of the Town.

**12. Alcoholic Beverages:** No Alcoholic Beverages are to be served or consumed anywhere on the premises at any time.

**13. Use of Automobiles:** The Concessionaire may use a maximum of two (2) parking spaces adjacent to the Concession stand and must keep parked vehicles out of all traveled roadways in the parking area. This includes but is not limited to any delivery, trash or pick-up vehicle or any vehicle owned or operated by the Concessionaire or any employee of the Concessionaire.

**14. No Pets:** The Concessionaire and/or its employees are prohibited from bringing his/her pet (s) to work with the exception of certified service animals.

# TOWN OF NANTUCKET

15. **End of Season Inspection:** The Concessionaire shall schedule with the Department of Public Works a date and time for the end of season inspection, no later than November 1 of each year. The purpose of the inspection is;

- a. To ascertain any and all repairs necessary prior to opening for the upcoming season.
- b. To make sure the Premises are clean and all items are secured prior to closing for the season.

## D. IMPROVEMENTS

1. **Consent:** The Concessionaire shall not undertake any improvements to the premises without the written consent of the Town of Nantucket in advance. Should the Town of Nantucket consent to such improvements the Concessionaire shall obtain all required permits and present copies of all permits to the Town of Nantucket prior to starting work. In the event the Beach area becomes a habitat area for any State and Federally listed species then any improvements to the premises shall be completed before April 15<sup>th</sup>. Should there be an emergency need for improvements after April 15<sup>th</sup> the Town of Nantucket must be provided with copies of the permits and details of the work. Before any work begins an assessment may be made by the Town of Nantucket based on the current status of the State and Federally listed species and the effect the work may have on their habitat/productivity.

2. **Ownership:** Any improvements made by the Concessionaire to the premises during the term of the Lease agreement including any structure, fixture or equipment affixed permanently to the premises shall become the property of the Town of Nantucket except as agreed upon in writing prior to installation.

## E. INSURANCE

**Insurance:** The Concessionaire will maintain insurance as listed below and will deliver certificates to the Town of Nantucket, on or before March 1 of each year during the term, stating this insurance is in force, in any calendar year for the duration of this Agreement before he enters the premises:

1. **Worker's Compensation:** Worker's Compensation insurance in accordance with Massachusetts General Laws Chapter 152, as amended.

2. **Liability:** Comprehensive General Liability insurance including products liability for a combined single amount of \$1,000,000. This policy must have as one of its terms a provision that the Town and County of Nantucket and its Town of Nantucket are additional insured parties. A copy of this policy is to be provided to the Town of Nantucket yearly on or before March 1. Such policy must also contain a provision that the Town of Nantucket will be provided with ten (10) days written notice by the insurer of any intent to cancel or a determination that such insurance will not be renewed.

## F. OPERATING HOURS

1. **Concession Facility:** The Concessionaire may run a limited menu of a typical snack bar from at least 11:00 AM through 5:00 PM seven (7) days per week from the Friday prior to Memorial Day through ten (10) days after Labor Day each calendar year required; with preference to keep at least limited hours through the Monday of Columbus Day Weekend. Breakfast and dinner options are encouraged and may be served at the discretion of the Concessionaire, but are not required. The Concessionaire is encouraged

# TOWN OF NANTUCKET

to extend the hours of operation in from May 1 through Columbus Day. In the event of the beach being unoccupied and closed due to inclement weather the Concessionaire may close after notifying the Town of Nantucket.

2. **Public Bathroom Facilities:** At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year. The Concessionaire shall open Bathroom facilities at all times while the Concession is operating. The Town of Nantucket reserves the right to open and staff the Bathroom facilities only, at other hours for special events. Toilet room facilities must remain open even in inclement weather. The Concessionaire shall be responsible for the cleanliness of the Public Restroom facility and area surrounding the Public Restroom facility (per C-10 above).

## G. INDEMNIFICATION

1. **Indemnification:** The Concessionaire agrees at all times during the term of this Lease agreement to indemnify and hold and save harmless the Town of Nantucket and the Town of Nantucket and its officials, employees and agents from and against any and all action or causes of actions, claims, demands, liabilities, losses, damages or expense of whatsoever kind and nature including all legal costs arising out of or in connection with the operation and rental by Concessionaire of the premises or its performance or failure to perform or any provision of this Lease agreement.

2. **Waiver of Rights of Recovery:** The Concessionaire also agrees to waive all rights of recovery it may have against the Town of Nantucket and the Town and County of Nantucket for any loss to property or person for which the Concessionaire is insured.

## H. TOWN OF NANTUCKET OBLIGATIONS

The Town of Nantucket agrees to the following:

1. **Repairs:** To make exterior and structural repairs to the premises subject to funding by Town Meeting or annual budget appropriations. This would include parking lot maintenance, bike rack maintenance, beach fencing, and safety inspections (with 24 hour notice to the Concessionaire). The Town of Nantucket is also responsible for sewer and water lines, repair of plumbing and wiring faults due to normal use, recreational equipment and providing trash barrels during occupancy period.

2. **Special Events:** To inform the Concessionaire of any and all special events taking place on the Premises.

3. **Improvements:** Any improvements or replacement of equipment made to the premises at the Town of Nantucket expense will become the property of the Town of Nantucket.

### **Waiver of Liability:**

1. **Town of Nantucket's Obligation:** Except as a result of its failure to perform the obligations specifically provided herein within a reasonable period after receipt of written notice thereof, the Town of Nantucket shall not be liable to the Concessionaire for any injury or damage to the Premises or to any

# TOWN OF NANTUCKET

property of the Concessionaire or to any property of any third person, firm, association or corporation on or about the Premises.

2. **Beach Use:** Operation of the Premises by the Concessionaire is independent of the operation of the beach. The Town of Nantucket of Town may from time to time close the beach, acting in the public's interest or in the interest of the State and Federal regulations and guidelines set in place for the protection of listed species. The Town of Nantucket shall not be financially or otherwise liable to the Concessionaire or to the Concessionaire or its agents for any such closure, and such closure shall not change the Concessionaire's obligations as detailed elsewhere in this lease.

## I. DEFAULT, DETERMINATION & REMEDIES

A. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default by the Concessionaire hereunder:

1. **Failure to Make Payment.** The Concessionaire shall default in the payment of any installment of rent, utility, fee, or other sum herein specified on or before the date such payment is due; or
2. **Failure to Operate in the Public Interest or to Fulfill Other Non-Monetary Terms.** The Town of Nantucket determines that the Concessionaire has failed to operate the Premises in the best interest of the Town of Nantucket and/or has failed to operate in accordance to the guidelines set for the management/protection of the State and Federally listed species or the Concessionaire shall default in the observance or performance of the Concessionaire's non-financial covenants, agreements or obligations hereunder, and such default shall not be corrected within twenty (20) days after written notice thereof; or
3. **Failure to comply with the Commission's Regulations:** The Concessionaire agrees to comply with the current Town of Nantucket Guidelines.
4. **Bankruptcy.** The Concessionaire shall be declared bankrupt or insolvent according to the law, or, if any assignment be made of the Concessionaire's property for the benefit of creditors.

B. **Termination.** Upon the occurrence of any Event of Default hereunder, the Town of Nantucket shall have the right thereafter, in its discretion, to re-enter and take complete possession of the Premises, to declare the term of this Agreement ended, and to remove the Concessionaire's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default.

C. **Remedies.** The Concessionaire shall indemnify the Town of Nantucket against all loss of rent and other payments which the Town of Nantucket may incur by reason of such termination during the residue of the term. If the Concessionaire shall default (after reasonable notice thereof in the case of non-monetary default) in the observance or performance of any conditions or covenants on Concessionaire's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Town of Nantucket, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Concessionaire. If the Town of

# TOWN OF NANTUCKET

Nantucket makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of the Prime Rate plus two percent (2%) per annum and costs, shall be paid to the Town of Nantucket by the Concessionaire as additional rent. "Prime Rate" shall be the interest rate published from time to time in the Wall Street Journal as the prime rate charged by the US money center commercial banks.

## J. GENERAL PROVISIONS

**A. Late Charges.** A late charge of three percent (3%) of any amount due and unpaid fifteen (15) days after due date shall be added to the amount due from Concessionaire and a finance charge of one point five percent (1½%) per month will be added to all amounts remaining unpaid thirty (30) days after the date the amount was originally due, such charge constituting a charge equal to eighteen percent (18%) per annum.

**B. Compliance with M.G.L. Ch. 7.** The Concessionaire covenants and agrees that it will comply with the requirements of M.G.L. Ch. 7, § 40J, including but not limited to, the filing with the Massachusetts Executive Office for Administration and Finance, Division of Capital Asset Management of a disclosure statement in connection with the disposition of an interest in real property by the Town of Nantucket. A copy of the Disclosure Statement is attached hereto. Exhibits C and G.

**C. Independent Concessionaire Relationship.** There is no relationship of joint venture, partnership, employment or agency between the Town of Nantucket, on the one hand, and the Concessionaire on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions, aside from such control or direction as provided in this Agreement, which the parties view as consistent with their independent Concessionaire relationship.

**D. Binding Obligations, Related Obligors.** It is further intended by the Concessionaire and its principals as a condition to this Agreement, that any corporations or other entities which control or are under direct or indirect common control of or with the Concessionaire or which may otherwise be reasonably considered to be a part of its operating business, shall be jointly and severally liable with the Concessionaire for its liabilities as a party to the Town of Nantucket hereunder.

**E. Successors and Assigns; No Right to Assign.** Concessionaire shall have no right to assign this Agreement or the rights granted hereby with respect to the Premises, or otherwise delegate any of its duties hereunder without the prior written consent of the Town of Nantucket, which may be withheld at the sole discretion of the Town of Nantucket. Any such attempted disposition without the consent of the Town of Nantucket in writing shall be null and void and of no force and effect. The terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the permitted successors and assigns of the respective parties hereto.

**F. Decisions by the Town of Nantucket.** Except as otherwise expressly provided in this Agreement, any decision or action taken by the Town of Nantucket relating to this Agreement or its operation or its termination shall be made by a majority vote of the Park & Recreation Commission. Responsibilities to monitor obligations shall be undertaken by the Director.

# TOWN OF NANTUCKET

**G. Notices.** All notices required or permitted to be given to Town of Nantucket or Concessionaire shall be in writing and shall be given personally, or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to and payments to the Town of Nantucket shall be addressed to the Town of Nantucket at its offices, Two Bathing Beach Road, Nantucket, MA 02554 and notices to the Concessionaire addressed to it at its principal business address, which Concessionaire represents as appearing on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

**H. Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts. In any controversy, litigation or action arising hereunder, each party, including successors and assigns, irrevocably consents to the jurisdiction of the courts of Massachusetts, agrees that venue shall be proper only there; and waives personal service of any summons, complaint or other process and agrees that service thereof may be made in the manner of other notice given hereunder.

**I. Entire Agreement; Amendment Interpretation.** This Agreement and the specifications advertised by the Town of Nantucket constitute the entire agreement between the parties superseding all prior or contemporaneous oral or written understandings. No amendment or other modification of the terms of the Agreement shall be binding unless in writing, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions of this Agreement shall be deemed continuing or extending beyond the terms specifically waived in writing. If any provision of this Agreement shall be held unlawful, invalid, or unenforceable, the remainder of the Agreement shall not be affected thereby. Paragraph headings contained herein are for reference only and are not intended to define or limit the scope of any provisions of this Agreement.

## **K. OTHER CONCESSIONAIRE'S OBLIGATIONS**

**A. Keys.** Provide keys to the Town of Nantucket for all locked areas within the Premises.

**B. Non Emergency Repairs.** Concessionaire shall request prior written approval from the Public Works Department for any non emergency repairs to be made to the Premises at Concessionaire's expense. In the event the Beach area becomes a habitat area for any State and Federally listed species then any improvements and/or work to the premises is scheduled between April 15<sup>th</sup> and August 31<sup>st</sup> the Town of Nantucket must also sign off on any non emergency repairs. Pending the status of the State and Federally listed species and the description of the non emergency repairs, the Concessionaire may be required to hire monitor(s) through the Endangered Species Program to be present during the said repairs.

**C. Emergency Repairs.** Any emergency repairs Concessionaire will confirm in writing; responsibility for payment of such repairs will be determined in accordance with the terms herein. In the event the Beach area becomes a habitat area for any State and Federally listed species and if the work is scheduled between April 15<sup>th</sup> and August 31<sup>st</sup> the Town of Nantucket must also sign off on any emergency repairs. Pending the status of the State and Federally listed species and the description of the non emergency repairs, the Concessionaire may be required to hire monitor (s) through the Endangered Species Program to be present during the said repairs.

**D. Accidents.** Concessionaire shall report any emergencies, accidents or incidents that occur within the Premises to the Director in a timely manner in Lease agreement Exhibit E.

# TOWN OF NANTUCKET

E. **Agreement.** The successful bidder shall be responsible for adhering to all of the provisions stated in the Lease agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET,  
MASSACHUSETTS:

AMBERGRIS:

\_\_\_\_\_  
C. Elizabeth Gibson  
Town Manager

\_\_\_\_\_  
Rebecca Chapa  
President

Funding Org/Obj: \_\_\_\_\_

FEIN:

Approved as to Funds Available

Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Brian E. Turbitt – Finance Director or Bob  
Dickinson – Assistant Town Accountant

# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Ambergris
2. **State of Incorporation:** Massachusetts
3. **Principal Office Address:** 23 Macy's Lane  
Nantucket, MA 02554
4. **Description of Services:** The Concessionaire is responsible for the Operation of a food and beverage Concession and optional retail sales exclusively along with a non-exclusive license to use the remainder of the Premises (park, bandstand, beach, parking lot) at Children's Beach, Harbor View Way, Nantucket, MA. The Concessionaire is also responsible for custodial maintenance of the Premises Area on a daily basis as well as to support the clean-up of the Beach Management area on a weekly basis, as indicated on Exhibit E
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**

For Lease Terms and General Oversight:	Chief Procurement Officer
For Facility Matters:	Facilities Manager
For Recreation Activities:	Events Coordinator
For Endangered Species Matters:	Natural Resources Coordinator
For Beach and Lifeguards:	Harbormaster

Please note that the Parks and Recreation Commission has authority over Children's Beach and questions regarding the use of the property must be directed to the Commission through the Office of Culture and Tourism.

6. **Term of Agreement (§3.1):** Five (5) years
7. **Completion Date (§3.2):** December 31, 2021
8. **Additional Insurance Coverage (§6.2(e)):** None

# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT B

### PAYMENTS

#### CHILDREN'S BEACH CONCESSION

a. Maximum Lease Amount: \$93,946

b. Payment Increments:

CONTRACT YEAR	PAYMENT DUE ON OR BEFORE AUGUST 1	PAYMENT DUE ON OR BEFORE SEPTEMBER 1	TOTAL ANNUAL BASE PAYMENT	PERCENTAGE SALES OVER \$100,000 GROSS ANNUALLY DUE ON OR BEFORE DECEMBER 1
Year 1: Jan. 1, 2017 – Dec. 31, 2017	\$8,500.00 - \$1,700.00 (Dep) = \$6,800.00	\$8,500.00	\$17,000.00	3.0% above \$100,000 gross sales.
Year 2: Jan. 1, 2018 – Dec. 31, 2018	\$8,929.50	\$8,929.50	\$17,859.00	3.0% above \$100,000 gross sales.
Year 3: Jan. 1, 2019 – Dec. 31, 2019	\$9,371.50	\$9,371.50	\$18,743.00	3.0% above \$100,000 gross sales.
Year 4: Jan. 1, 2020 – Dec. 31, 2020	\$9,840.00	\$9,840.00	\$19,680.00	3.0% above \$100,000 gross sales.
Year 5: Jan. 1, 2021 – Dec. 31, 2021	\$10,332.00	\$10,332.00	\$20,664.00	3.0% above \$100,000 gross sales.
TOTAL AMOUNT FOR 5 YEAR LEASE:			\$93,946.00	

c. Reimbursable Expenses (if any): None.

# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT C

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

\_\_\_\_\_  
Rebecca Chapa, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEIN:

# TOWN OF NANTUCKET

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

Rebecca Chapa

---

Ambergris

# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT D

### Children’s Beach Restroom Facility Weekly Maintenance Log

**Must be displayed on the wall in each restroom facility**

	Date	Time	Toilets & Sinks		Mirrors		Paper Towels, Toilet Paper, Soap		Floors		Trash Cans		Initials
			Checked	Cleaned	Checked	Cleaned	Checked	Filled	Checked	Cleaned	Checked	Emptied	
			Sunday 1										
Sunday 2													
Monday 1													
Monday 2													
Tuesday 1													
Tuesday 2													
Wednesday 1													
Wednesday 2													
Thursday 1													
Thursday 2													
Friday 1													
Friday 2													
Saturday 1													
Saturday 2													

Reviewed and approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signed Maintenance Logs must but be retained by Concessionaire for records and submitted to the Town upon demand

# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT E

### LEASED PREMISES AREA



# TOWN OF NANTUCKET

## LEASE AGREEMENT EXHIBIT F

### MAINTENANCE REQUIREMENTS

All Concessions:

General Maintenance: All equipment is cleaned and oiled as needed.  
Concessionaire responsible for maintaining screen doors and windows

End of Each Season:

Hoods and fan are cleaned; Hood fan wrapped for winter, Grease traps emptied walls and floors scrubbed to remove any and all grease; all equipment shall be cleaned and oiled, i.e. fryolator and/or grill.

Concessionaire meets with the Department of Public Works (Facilities) to go over premises and repairs needed prior to next season

Specific to

Jetties: Nothing is to be stored under buildings; Ice Machine and bin are to be moved inside.

Children's: Nothing is to be stored under building

Surfside: Nothing is to be left outside.



# TOWN OF NANTUCKET

None of the person(s) is an official elected to public office in the Commonwealth of Massachusetts, except as listed below"

Name		Title or Position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains of penalties of perjury that this form is complete and accurate in all respects.

Signature

Date:

Printed Name  
Title



**TOWN OF NANTUCKET  
CONTRACT AMENDMENT  
Between the Town of Nantucket  
and  
The Hungry Minnow, LLC.**

Project (or Contract) Name: **Children's Beach Concession**

Amendment Number: **1**

This Agreement made May 13, 2020 by the Town of Nantucket (hereinafter "TOWN") and (hereinafter "CONTRACTOR").

WHEREAS, on or about the 22<sup>nd</sup> day of March 2017, the parties hereto entered into a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner amend:

**Section I. A. CONCESSION FEE AND OTHER CHARGES, 1. Concession Fee** (see amendment to **EXHIBIT B LEASE AGREEMENT PAYMENTS** below)

**Section I. B TERM, 2. Operation Dates** add:

*"Operation Dates may vary without penalty in FY21 (summer 2020) at the discretion of the Concession due to the exceptional impacts of the Coronavirus."*

**Section C. CONCESSIONAIRE'S OBLIGATIONS, OBLIGATIONS, 2. Food Services** add:

*"Food Services may vary without penalty in FY21 (summer 2020) at the Concession at its discretion upon written notice to the Facility Manager due to the exceptional impacts of the Coronavirus epidemic."*

**Section C. CONCESSIONAIRE'S OBLIGATIONS, OBLIGATIONS, 7. Public Restrooms** from:

*"At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year."*

to:

*"At a minimum the Concessionaire shall operate the Bathroom facilities between the hours*



**TOWN OF NANTUCKET  
CONTRACT AMENDMENT  
Between the Town of Nantucket  
and  
The Hungry Minnow, LLC.**

*of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year except for FY21 (summer 2020) only in which the Concession will not have to manage Public Restrooms when it is not open or if it does not open at all in 2020 only . If the Concession is closed the Town of Nantucket through its Department of Public Works will maintain the Public Restrooms. ”*

Also from:

*“The Concessionaire shall be responsible for the cleanliness of the Public Restroom facility and area surrounding the Public Restroom facility.”*

to:

*“The Concessionaire shall be responsible for the cleanliness of the Public Restroom facility and area surrounding the Public Restroom facility unless the Concession is closed in Fy21 (summer 2020) due to the exceptional impacts of the Coronavirus.”*

**Section C. CONCESSIONAIRE’S OBLIGATIONS, OBLIGATIONS, 9. Custodial Services**  
add:

*“Custodial Services are waived if the Concession is closed in FY21 (summer 2020) only due to the exceptional impacts of the Coronavirus epidemic”.*

**Section F. OPERATING HOURS, 1. Concession Facility add:**

*“Operation Hours may vary without penalty in FY21 (summer 2020) at the discretion of the Concession due to the exceptional impacts of the Coronavirus.”*

**Section F. OPERATING HOURS, 2. Public Bathroom Facilities from:**

*“At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year.”*

to:

*“At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year except for FY21 (summer 2020) only in which*



**TOWN OF NANTUCKET  
CONTRACT AMENDMENT  
Between the Town of Nantucket  
and  
The Hungry Minnow, LLC.**

*the Concession will not have to manage Public Restrooms when it is not open or if it does not open at all in 2020 only . If the Concession is closed the Town of Nantucket through its Department of Public Works will maintain the Public Restrooms."*

**EXHIBIT B LEASE AGREEMENT PAYMENTS, Year 4: Jan. 1, 2020 – Dec. 31, 2020,  
PAYMENT DUE ON OR BEFORE AUGUST 1 from:**

*"\$9,840.00"*

to:

*"\$0.00"*

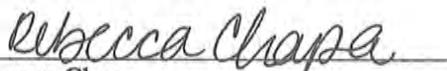
HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be and remain full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

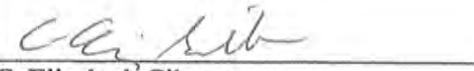
THIS AMENDMENT shall be effective as of May 13, 2020 and shall continue through Columbus Day 2020 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

CONTRACTOR:

TOWN OF NANTUCKET:

  
\_\_\_\_\_  
Rebecca Chapa  
The Hungry Minnow, LLC

  
\_\_\_\_\_  
C. Elizabeth Gibson  
Town Manager

  
\_\_\_\_\_  
Bob Dickinson, Assistant Town Accountant or  
Brian E. Turbitt, Director of Municipal Finance

# Signature Certificate

 Document Reference: BF8JYXJRDLJHVZDTKD6DF2

**RightSignature**  
Easy Online Document Signing



Bob Dickinson

Party ID: 5CDHVHINK5K9EYWNX86WKB

IP Address: 208.87.236.201

VERIFIED EMAIL: [bdickinson@nantucket-ma.gov](mailto:bdickinson@nantucket-ma.gov)

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

456c840ff09730d081b10ca24079d3d5387ec0ea



## Timestamp

2020-06-15 13:06:08 -0700

2020-06-15 13:06:07 -0700

2020-06-15 13:05:35 -0700

2020-06-15 12:40:02 -0700

## Audit

All parties have signed document. Signed copies sent to: Bob Dickinson and Rebecca Woodley-Oliver.

Document signed by Bob Dickinson ([bdickinson@nantucket-ma.gov](mailto:bdickinson@nantucket-ma.gov)) with drawn signature. - 208.87.236.201

Document viewed by Bob Dickinson ([bdickinson@nantucket-ma.gov](mailto:bdickinson@nantucket-ma.gov)). - 208.87.236.201

Document created by Rebecca Woodley-Oliver ([rwoodleyoliver@nantucket-ma.gov](mailto:rwoodleyoliver@nantucket-ma.gov)). - 208.87.236.201



This signature page provides a record of the online activity executing this contract.



## Agenda Item Summary

Agenda Item #	X. 2.
Date	May 13, 2020

### Staff

Assistant Town Managers, Licensing Agent, Finance Director, Public Health Director

### Subject

Nantucket Town Concessions

### Executive Summary

Due to the widespread impacts of the Coronavirus and the continued unknowns that exist regarding restrictions to restaurant operations and the food service establishments in general, Town Administration is providing recommendations pertaining to the opening of Town concessions in 2020 with the intent of removing as many barriers as possible to allow each concession to open for the much-needed enjoyment of the island residents and visitors this summer. Town Administration recognizes the importance these island institutions are to the healing and well-being of the island community after these trying months. These recommendations are for Sandbar at Jetties Beach, The Hungry Minnow at Children's Beach, and The Surf at Surfside Beach. This summer is the fourth summer of operations for Sandbar and The Hungry Minnow and the first summer of operation for The Surf.

### Staff Recommendation

Town Administration is recommending the following actions regarding the Town's three beach concessions with the intent of making the path to successful, swift and safe operations as easy as possible recognizing the financial impact the Coronavirus and associated state and local restrictions has on their operations as well as the Town's obligation to assist as landlords for benefit of the entire community. Estimated fiscal impact is \$216,095 in reduced revenue. See attached Town Administration 2020 Concession Recommendations for details.

Opening Dates: Open as late as they need without penalty; or not open at all also without penalty.

Rent: Waive all rent for 2020 (\$196,095 impact)

Revenue Share: Do not waive revenue share obligations in 2020. (Unknown: \$85,030 in FY20 (2019))

Bathrooms: Waive responsibility for opening/closing or cleaning if concession does not open in 2020.

Event Fees (Sandbar at Jetties): Waive fees in 2020. (\$5,000)



COVID-19 Operations: Town assist concessions where possible to meet or exceed safety requirements; assist with approved social distancing enhancements such as curbside and expanded outside dining where possible.

### Background/Discussion

The Finance Director assumes no FY21 revenue from the concessions in 2020 due to the continued unknowns that make it difficult for concessions to plan without potential for great financial loss. It is Town Administration's intention to allow concessions to plan staffing and ordering without the encumbrance of rent in this uncertain environment with the hopes that each will eventually be able to open for the enjoyment of the public who desperately need it. Not waiving the revenue share allows the Town to potentially recoup a small amount of funds should each concession have a successful summer after they are allowed to open. The Town contacted the Inspector General's Office to explore the possibility to "carry over" one year of each contract however the ruling by the IGO is that this cannot be done and there does not appear to be legislative efforts to make it happen at this point in time. Town Administration's recommendations are for FY21 (summer 2020) only.

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

Projected Fiscal Impact: \$216,095 (see attached sheet for detail)

Projected Community Impact: The impact of having these concessions open for the community this summer after the devastation of the Coronavirus is immeasurable therefore Town Administration recommends the path of least resistance to facilitate their opening.

### Board/Commission Recommendation

N/A

### Public Outreach

N/A

### Attachments

Town Administration 2020 Concession Recommendations



## Town Administration 2020 Concessions Recommendations

LEASE TERM	TOWN CONCESSIONS TOWN ADMINISTRATION RECOMMENDATION	FINANCIAL IMPACTS
<b>Security Deposits</b>	<ul style="list-style-type: none"> <li>No waiver or change.</li> <li>Deposits only relates to end of contract.</li> <li>All concessions paid deposits upon 60 days execution of contract.</li> </ul>	<ul style="list-style-type: none"> <li>n/a</li> </ul>
<b>Concession Opening Date</b>	<ul style="list-style-type: none"> <li>Town Administration recommends each concession to either open late in 2020 if allowed by state or local authority or to not open at all without penalty.</li> <li>Concessions currently subject to State on-site consumption and stay at home orders.</li> </ul>	<ul style="list-style-type: none"> <li>n/a</li> </ul>
<b>Bathrooms</b>	<ul style="list-style-type: none"> <li>Town Administration waives concessionaires' responsibilities to open, clean and close bathrooms if they do not open.</li> <li>Town cleaning contract currently provides for cleaning at Jetties Bathhouse, Children's Bathroom Trailer and Surfside Restrooms</li> </ul>	<ul style="list-style-type: none"> <li>\$15,000</li> <li>This is an estimate for additional costs of expanded cleaning contract</li> <li>Considers expanded cleaning required by CDC and state guidelines</li> <li>Assumes bathrooms opened June 1-Columbus Day</li> </ul>
<b>Rent Payments</b>	<ul style="list-style-type: none"> <li>Town Administration recommends waiving all 2020 rent payments for concessions</li> <li>FY21 Budget assumes \$0.00 concession rent payments</li> </ul>	<ul style="list-style-type: none"> <li>\$196,095</li> <li>Contracted payments: <ul style="list-style-type: none"> <li>\$138,915 - Sandbar</li> <li>\$19,680 - Minnow</li> <li>\$37,500 - The Surf</li> </ul> </li> </ul>
<b>Revenue Share</b>	<ul style="list-style-type: none"> <li>Town Administration recommends not waiving revenue share provisions</li> <li>Revenue share depends upon the success of each concession</li> <li>Opening delays, weather, occupancy and potential state and local health restrictions affect revenue</li> <li>FY21 Budget assumes \$0.00 concession revenue share payments</li> </ul>	<ul style="list-style-type: none"> <li>n/a</li> <li>Town assumes \$0.00 in revenue share at this time</li> </ul>
<b>Events</b>	<ul style="list-style-type: none"> <li>Town Administration recommends waiving revenue from event permit fees at Sandbar</li> <li>Sandbar/Jetties is the only concession location permitted to have events</li> <li>It is assumed that no events will be allowed per state or local restriction in 2020.</li> <li>FY21 Budget assumes \$0.00 concession event fee payments</li> </ul>	<ul style="list-style-type: none"> <li>\$5,000</li> <li>Sandbar pays \$1,000 per private event</li> <li>Sandbar limited to no more than 5 events per summer</li> </ul>
<b>COVID-19</b>	<ul style="list-style-type: none"> <li>Town Administration recommends assisting</li> </ul>	<ul style="list-style-type: none"> <li>Unknown costs</li> </ul>

## Town Administration 2020 Concessions Recommendations

<b>Operations</b>	<p>as much as reasonably possible with each Town concession facility to meet or exceed whatever state, local or CDC guidelines or safe operations are issued (eg. enhanced kitchen and serving sanitation, signage, PPE gear within reason, etc).</p> <ul style="list-style-type: none"> <li>Town Administration recommends support of contract enhancements where possible to support operations allowable under state and local regulations such as curbside pick-up, outside dining, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Unknown state requirements</li> <li>Town departments availability and resources to assist</li> <li>Timing</li> </ul>
<b>TOTAL IMPACT</b>	<b>TOTAL FY21 REVENUE IMPACT OF RECOMMENDATIONS</b>	<ul style="list-style-type: none"> <li><b>\$216,095 in FY21</b></li> </ul>

### TOWN CONCESSIONS CONTACTS TERMS

CONTRACT TERM	DESCRIPTION	COMMENT
<b>Lease Terms</b>	<ul style="list-style-type: none"> <li>Children's: 3/2017 – 12/2021</li> <li>Jetties: 1/2017 – 12/2021</li> <li>Surfside: 1/2020 – 12/2024</li> </ul>	<ul style="list-style-type: none"> <li>All concession contracts are 5-years</li> <li>Surfside vendor was released of his contract in 2019 at his request.</li> <li>New vendor (The Surf) contract 2021-2024</li> </ul>
<b>Security Deposit</b>	<p>Sandbar: \$12,000 The Hungry Minnow: \$2,000 The Surf: \$2,000</p>	<ul style="list-style-type: none"> <li>Bid deposits are rolled into the security deposit upon award</li> </ul>
<b>Opening Date Concession</b>  Note: may be dependent upon DPW timeline and ability to open/de-winterize related facilities	<ul style="list-style-type: none"> <li>All required to be open by Friday of Memorial Day through Labor Day.</li> <li>All allowed and encouraged to have hours through Columbus Day, but not required.</li> <li>Children's allows for reduced hours Mid-April – Memorial Day</li> <li>Jetties/Sandbar allows for optional early opening (2<sup>nd</sup> weekend May)</li> <li>No opening. Required to be open set dates by contract. Recommend/allow Vendor to not open based on required by Vendor without penalty and with reasonable explanation due to inability to open (ex. Unable to staff, anticipated expenses vs. revenue due to delay in opening, etc.). Recommend that any allowed 'no opening' will not also allow to defer a year ("add a</li> </ul>	<ul style="list-style-type: none"> <li>Revenue Share impacts on Late or No opening</li> <li>Jetties, SandBar: 6.0% above \$1,000,000 gross Last year was \$21,647.91.</li> <li>Children's Hungry Minnow: 3.0% above \$100,000 gross</li> <li>Surfside, The Surf: 4.0% above \$100,000 gross</li> </ul>

## Town Administration 2020 Concessions Recommendations

	year” to the lease date range) due to State Law and Procurement requirements.	
<p><b>Bathrooms</b></p> <p>Note: may be dependent upon DPW timeline and ability to open/de-winterize related facilities</p>	<ul style="list-style-type: none"> <li>Public Restrooms required to be open by dates outlined in contract.</li> <li>Concessions only responsible for comfort facilities attached to their leased areas.</li> <li>Jetties Bathhouse cleaned by Town’s cleaning contract.</li> <li>Children’s bathroom trailer cleaned by Town’s cleaning contract.</li> </ul>	<ul style="list-style-type: none"> <li>Removing restroom oversight from contracts was done to stimulate bid responses and ensure that restrooms are cleaned thoroughly.</li> </ul>
<p><b>Rent Payments</b></p>	<ul style="list-style-type: none"> <li>Rent payments are specified in each contract annually.</li> <li>Rent is paid in two installments by each concession.</li> <li>Rent schedule: <ul style="list-style-type: none"> <li>Sandbar: July 1 and August 1</li> <li>Minnow: August 1 and Sep. 1</li> <li>The Surf: August 1 and Sep. 1</li> </ul> </li> <li>Rent schedule:</li> </ul> <p>Sandbar:</p> <p>July 1, 2017: \$60,000.00  August 1, 2017: \$60,000.00  July 1, 2018: \$63,000.00  August 1, 2018: \$63,000.00  July 1, 2019: \$66,150.00  August 1, 2019: \$66,150.00  July 1 2020: \$69,457.50  August 1, 2020: \$69,457.50  July 1, 2021: \$72,930.00  August 1, 2021: \$72,930.00</p> <p>The Hungry Minnow:</p> <p>August 1, 2017: \$8,500.00  Sep 1, 2017: \$8,500.00  August 1, 2018: \$8,929.50  Sep 1, 2018: \$8,929.50  August 1, 2019: \$9,371.50  Sep 1, 2019: \$9,371.50  August 1, 2020: \$9,840.00  Sep 1, 2020: \$9,840.00  August 1, 2021: \$10,332.00  Sep 1, 2021: \$10,332.00</p>	<p>2019 Actuals:  Sandbar: \$132,300  Minnow: \$18,743  Surfside*: \$35,500.00  TOTAL: \$186,543</p> <p>2020 Contracted:  Jetties: \$138,915  Children’s: \$19,680  The Surf*: \$37,500  TOTAL: \$196,095</p> <p>*Surfside concession changed vendors in 2020 from Jetties at Surfside to The Surf.</p>

## Town Administration 2020 Concessions Recommendations

	<p>The Surf:</p> <p>August 1, 2020: \$18,750.00          Sep 1, 2020: \$18,750.00          August 1, 2021: \$19,750.00          Sep 1, 2021: \$19,750.00          August 1, 2022: \$20,750.00          Sep 1, 2022: \$20,750.00          August 1, 2023: \$22,250.00          Sep 1, 2023: \$22,250.00          August 1, 2024: \$23,500.00          Sep 1, 2024: \$23,500.00</p>	
<b>Revenue Share</b>	<ul style="list-style-type: none"> <li>Revenue share in each contract:</li> </ul> <p>Sandbar:</p> <p>2017 - 5.0% over \$1,000,000 gross sales          2018 – 5.0%          2019 – 6.0%          2020 – 6.0%          2012 – 6.0%</p> <p>The Hungry Minnow:</p> <p>2017 - 3.0% over \$100,000 gross sales          2018 – 3.0%          2019 – 3.0%          2020 – 3.0%          2012 – 3.0%</p> <p>The Surf:</p> <p>2020 - 4.0% over \$1,000,000 gross          2021 – 4.0%          2022 – 4.0%          2023 – 4.0%          2024 – 4.0%</p>	<p>2019 Revenue Share actuals:</p> <p>Sandbar Food#:          \$21,647.91 (Gen. Fund)          \$44,914.41 (HHS Gift)          \$66,562.32 TOTAL</p> <p>Minnow:          \$0.00</p> <p>Surfside*:          \$18,467.32</p> <p><b>TOTAL FY19: \$85,029.64</b></p> <p># Sandbar Revenue Share is broken into food/retail and liquor. The food/retail portion is posted to the General Fund; the liquor portion is gifted to a Nantucket health and human services organization at the Sandbar's choosing.</p> <p>*Surfside concession changed vendors in 2020</p>
<b>Other Terms</b>	<ul style="list-style-type: none"> <li>Board walk instillation by DPW required by April 15<sup>th</sup> at Jetties. Recommend extend this deadline outlined in the contract.</li> </ul>	



## Agenda Item Summary

<b>Agenda Item #</b>	VIII. 2.
<b>Date</b>	10/14/2020

### Staff

Holly E. Backus, Preservation Planner

### Subject

Historic Preservation Restriction – 31 Western Ave – Appointment of Alternate Designee to Nantucket Preservation Trust

### Executive Summary

The Historic District Commission (HDC) is listed as the designee for the grantee, through the Select Board, of the Historic Preservation Restriction for the Surfside Life Saving Station, aka Star of the Sea Youth Hostel. The grantee is the Town of Nantucket, but the restriction is to be “administered, managed, and enforced by the HDC.” The HDC held a special meeting on September 11, 2020 and voted to recommend the Select Board reassign the enforcement and management of the restriction from the HDC’s authority to the Nantucket Preservation Trust (NPT.) The NPT is the better designee, as they hold multiple Historic Preservation Restrictions of historic properties throughout the island and are recognized as such by the Massachusetts Historical Commission, the authority of preservation restrictions throughout the Commonwealth.

### Staff Recommendation

Staff recommends the Select Board to reassign the enforcement and management to the Nantucket Preservation Trust, as recommended by the Historic District Commission and pursuant to Section 20 of the recorded Historic Preservation Restriction. Staff further thanks Town Counsel for their prompt assistance in this effort.

### Background/Discussion

The Surfside Life Saving Station aka Star of the Sea Youth Hostel received a Historic Preservation Restriction in 2007 by CPC funds to “assure that the architectural, historic, and cultural features of the exterior of the Historic Buildings, and the structural integrity of their original wooden frames, will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the preservation values of the Historic Buildings.” -Book 1095, Page 9 – Nantucket Registry of Deeds

The Board of Selectmen accepted the Historic Preservation Restriction on June 27, 2007.

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

Click or tap here to enter text.



### **Board/Commission Recommendation**

HDC voted September 11, 2020 to request this reassignment. A copy of their proposed minutes is included in the packet.

### **Public Outreach**

Nantucket Preservation Trust Executive Director Mary Bergman attended the September 11, 2020 HDC to address any questions. Staff is confident that the Select Board could ask her further questions, if necessary.

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

N/A

### **Attachments**

Preservation Restriction, Appointment of Alternate Designee, Acceptance of Appointment of Alternate Designee, Copy of proposed HDC Minutes of 9-11-2020





Bk: 1095 Pg: 9 Page: 1 of 55  
Doc: RES 08/01/2007 03:19 PM

HISTORIC PRESERVATION RESTRICTION  
between  
AMERICAN YOUTH HOSTELS, INC.  
and  
THE TOWN OF NANTUCKET, MASSACHUSETTS

THIS PRESERVATION RESTRICTION is made between American Youth Hostels, Inc. ("Grantor"), a New York corporation, and the Town of Nantucket ("Grantee"), acting by and through its Board of Selectmen, a governmental body in the Commonwealth of Massachusetts, to be administered, managed, and enforced by its Historic District Commission ("HDC").

WHEREAS, Grantor is the owner in fee simple of a certain real property located in the Town and County of Nantucket, Commonwealth of Massachusetts, situated at 31 Western Avenue, as evidenced by a deed recorded in Book 124, Page 71 at the Nantucket Registry of Deeds and more particularly described in Exhibit A attached hereto (hereinafter "the Property"), said Property including the following structures:

(a) the former Surfside Life Saving Station, now known as the Star of the Sea Youth Hostel (hereinafter "the Main Building"), which contains a Victorian Gothic Style two-story wood-frame structure built in 1874 and flanking Shingle Style shed additions built in 1884;

(b) a one-story wood-frame structure built originally as a privy and storehouse now converted to residential use and known as the Surfside Life Saving Station Cottage (hereinafter "the Cottage");

(c) the former Stable, now known as the Dormitory (hereinafter "the Dormitory"), which is a one-and-one-half-story wood frame structure of vernacular design built between 1900 and 1919; and

(d) a former storage shed (hereinafter "the Shed"), which is a one-story concrete-block structure of utilitarian design built during the mid-twentieth century, probably between 1930 and 1950.

(The Main Building, the Cottage, and the Dormitory are referred to hereinafter as "the Historic Buildings.")

WHEREAS, Grantee, pursuant to Chapter 289 of the Acts of 1996, Section 3.3; MGL C. 184, Sections 31, 32, and 33 (the "Act"); and MGL C. 44B, is authorized to accept preservation restrictions;

WHEREAS, Grantee has required imposition of this preservation restriction as a condition of a grant of Community Preservation Act funds pursuant to Article 21 of the 2004 Nantucket Annual Town Meeting;

WHEREAS, Grantee hereby designates the Historic District Commission to administer, manage, and enforce this preservation restriction;

WHEREAS, the HDC, designee, is a governmental body whose purposes include the preservation and protection of sites, buildings, and objects of historical significance;

WHEREAS, the Main Building stands as a significant example of Victorian Gothic (a/k/a Stick Style) architecture to which Shingle Style elements have been added in the form of a belvedere and shed additions, and the Cottage and the Dormitory stand as characteristic outbuildings that were integral to the function of the Surfside Life Saving Station during its period of use by the U.S. Life Saving Service;

WHEREAS, the Property is located within the Nantucket Historic District, listed on the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, is included in the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, and is included in the Massachusetts State Register of Historic Places;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Historic Buildings and have the common purpose of preserving the aforesaid preservation values and significance of the Historic Buildings;

WHEREAS, the preservation values of the Historic Buildings are documented in a series of reports, drawings, and photographs (hereinafter "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Historic Buildings as of the date of this grant;

WHEREAS, the Baseline Documentation recorded herewith as Exhibits A through H shall consist of the following: Exhibit A: Legal Description of the Property; Exhibit B: "Building Location Plan of Land in Nantucket, Mass." prepared by Blackwell & Associates dated September 1, 1998; Exhibit C: a set of seventeen photographs of the Property taken by Brian Pfeiffer on February 24, 2005; Exhibits D, E, and F: a Massachusetts Historical Commission Survey Form B for each of the Historic Buildings; Exhibit G: Historic American Buildings Survey; and Exhibit H: Restriction Guidelines.

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Historic

Buildings and their architectural, historic and cultural features for the benefit of the people of Nantucket, County of Nantucket, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (hereinafter "this Restriction") in gross in perpetuity on the Property pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto Grantee with QUITCLAIM COVENANTS this Restriction in gross in perpetuity over the Property.

1. **Purpose.** It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Historic Buildings, and the structural integrity of their original wooden frames, will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the preservation values of the Historic Buildings.

2.1 **Grantor's Covenants: Maintenance.** Grantor agrees at all times to maintain the exterior of the Historic Buildings in the same structural condition and state of repair to 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 exterior of the Historic Buildings in substantially the same structural condition and state of repair to that existing on the date of this Restriction. Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Historic Buildings whenever necessary in accordance with maintenance guidelines published by the Massachusetts Historical Commission (a copy of which is attached as Exhibit H and hereinafter referred to as the "Restriction Guidelines"). In the event of any conflict between the Restriction Guidelines and The Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), the Secretary's Standards shall govern. Grantor's obligation to maintain shall be subject to the provisions of paragraph 6(b).

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 Historic Buildings shall not be demolished, removed, or razed except as provided in paragraphs 7 and 8;

(b) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and

(c) no above-ground utility transmission lines, except those reasonably necessary for the existing structures, may be created on the Property, subject to utility easements already recorded.

**3.1 Conditional Rights Requiring Approval by the HDC.** Without the prior express written approval of the HDC, which approval may not be unreasonably withheld but which may be subject to such conditions as the HDC in its discretion may determine, Grantor shall not undertake any of the following actions:

(a) change the exterior construction materials, or improve, alter, construct additions to, reconstruct, or change the facades (including fenestration) or roof of the Historic Buildings; but the provisions of this paragraph shall not apply to maintenance carried out in accordance with the provisions of paragraph 6(b).

(b) conduct Major Maintenance to the exterior of the Historic Buildings, and conduct Minor Maintenance that reasonably may be expected to materially change the appearance, materials, or workmanship of the exterior of the Historic Buildings relative to that existing on the date of this Restriction, as such maintenance is defined in the Restriction Guidelines.

(c) relocate the Historic Buildings on the Property.

(d) construct additional buildings or structures on the Property or enlarge, change the footprint of, or relocate the Shed.

This paragraph 3.1 shall not be construed to allow Grantee approval of the prohibited activities described in paragraph 2.2.

The HDC review procedures described herein pertain to the rights and obligations created by this Restriction. As such, they are not in replacement of any HDC review procedures which may be applicable to the Property pursuant to laws and regulations generally applicable to construction and remodeling of historic properties in the Town and County of Nantucket.

**3.2 Review of Grantor's Requests for Approval.** Grantor shall submit to the HDC for the HDC's review all matters which require HDC approval under

paragraph 3.1. Each submission shall include two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the HDC a timetable for the proposed activity sufficient to permit the HDC to monitor such activity. Within sixty (60) days of the HDC's receipt of any plan or written request for approval hereunder, the HDC 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 the HDC shall provide Grantor with written suggestions for modification or a written explanation for the HDC's disapproval. Any failure by the HDC 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 the HDC of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted; provided that such submission clearly displays a copy of the first part of this sentence (before the semicolon) in all-capital letters.

**3.3 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 the HDC and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

**4. Standards for Review.** In exercising any authority created by the Restriction to inspect the Historic Buildings; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Historic Buildings following casualty damage: the HDC shall apply the Secretary's Standards.

**5. Public Access.** This Restriction does not require public access. Nothing herein, however, shall impair public rights, if any, now existing in any portion of the Property.

**6. Grantor's Reserved Rights Not Requiring Further Approval by the HDC.** 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 Property are permitted by this Restriction and by the HDC without further approval by the HDC:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the preservation values of the Historic Buildings; and (iii) are not inconsistent with the Purpose of this Restriction;

(b) the right to conduct Minor Maintenance of the Historic Buildings, as maintenance is defined in the Restriction Guidelines, that is not

reasonably expected to make material changes in the exterior appearance of the Historic Buildings, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor use in-kind material 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 maintaining in good condition the exterior appearance and construction of the Historic Buildings.

(c) the right to make changes of any kind to the interior of the Historic Buildings, provided that any such changes that alter the exterior of the Historic Buildings or otherwise affect the structural integrity of their original wooden frames shall be subject to the provisions of paragraph 3.1(a).

(d) the right to maintain, remodel or rebuild the Shed without changing the footprint, height, or location of such structure; and the right to demolish, remove, or raze the Shed.

**7. Casualty Damage or Destruction.** In the event that the exterior of the Historic Buildings shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the HDC in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Historic Buildings and to protect public safety, shall be undertaken by Grantor without the HDC's prior written approval of the work. Within ninety (90) days of the date of damage or destruction, if required by the HDC, Grantor at its expense shall submit to the HDC a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the HDC, 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 Historic Buildings and/or reconstruction of damaged or destroyed portions of the Historic Buildings; and

(c) a report of such restoration/reconstruction work necessary to return the Historic Buildings to the condition existing at 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 the HDC agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and

the HDC shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Historic Buildings 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, Grantor and the HDC agree that restoration/reconstruction of the Historic Buildings 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 HDC, alter, demolish, remove or raze the Historic Buildings, and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22 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 the HDC 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 arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

**9. Insurance.** Grantor shall keep the Historic Buildings insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the 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 coverage shall be in form and amount sufficient to replace fully the damaged Historic Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the HDC, within ten (10) business days of the HDC's written request therefor, 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.

**10. Indemnification.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' 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 Historic Buildings; the presence or release in, on, or about the Historic Buildings, 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 or other damage occurring on or about the Historic Buildings. Such indemnity shall not be required whenever such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. 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. 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 mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then at 8401 Colesville Road, Silver Spring, MD 20910; and if to Grantee, then to 16 Broad Street, Nantucket, MA 02554, with copy to the HDC.

Each party may change its address set forth herein by a notice to such effect to the other party.

**12. 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.

**13. Inspection.** With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the interior and exterior of the Historic Buildings on an annual basis at the convenience of both Grantor and Grantee. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections. Additional inspections shall be scheduled within ten (10) days of Grantee's request based on reasonable cause for inquiry.

**14. Grantee's Remedies.** Grantee may, following 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 Historic Buildings to the condition and appearance required under this Restriction. 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, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable court costs, and attorneys', architectural, engineering, and expert-witness fees. In the event 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.

**15. 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) 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.

**16. 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.

**17. 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 manner as a mechanic's lien under M.G.L. Chapter 254, Section 5; except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

**18. Runs with the Land.** Except as provided in paragraphs 8 and 22, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the 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.

The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or 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 Property or any part thereof, 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 120 days.

**19. Assignment.** Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a private local, state, or national organization that qualifies under the Act and other applicable law as an eligible donee, whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Restriction was granted will continue to be carried out. In the event Grantee chooses to assign this Restriction, the assignment shall be made to Nantucket Preservation Trust, Inc. However, if that organization does not agree to accept assignment and or does not satisfy the requirements for an assignment under this Paragraph 19, Grantee may assign this Restriction to a qualified organization of Grantee's choice; but Grantee shall not make any such assignment without first giving 60 days' written notice to Grantor of the proposed assignment.

**20. Alternate Designee.** Grantee may, at its discretion, remove and replace the HDC as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

In the event that Grantee makes an alternate designation, the new designee shall accept the designation in writing recorded at the Nantucket Registry of Deeds, and such designation shall take effect upon the recording of such acceptance or upon any later date which is specified in the acceptance. The taking effect of an alternate designation shall automatically terminate the rights and obligations of the prior designee.

**21. Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Nantucket, Massachusetts. 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 Nantucket, Massachusetts.

**22. Extinguishment.** Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Historic Buildings resulting from casualty. Such an

extinguishment must be the result of a judicial proceeding and shall meet the requirements of the Act for extinguishment. In the event of a sale of the Property, net proceeds of sale shall be paid as provided in Paragraph 26.

**23. 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. Such recovered proceeds shall be paid as provided in Paragraph 26.

**24. Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of this Restriction:

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of 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 is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire agreement of the parties.

(c) This instrument is made pursuant to 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 either in existence now or at any time subsequent hereto.

(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) The provisions herein that apply to "the Historic Buildings" shall apply to the restricted buildings individually as context so requires.

**25. 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 this Restriction or the status of Grantee under any applicable law. 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 any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic 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 Nantucket, Massachusetts. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

**26. Return of Community Preservation Fund Monies.** If circumstances arise which render this Restriction impossible to perform or this Restriction is released or terminated for any reason, then upon payment of insurance proceeds payable on account of the destruction of the Historic Buildings, or upon a sale, exchange, or involuntary conversion of the Property resulting in termination or release of this Restriction, Grantor shall return to the Town of Nantucket the "CPC Sum" (as defined below). The sum so paid shall be deposited to the Community Preservation Fund ("CPF") maintained by the Town of Nantucket pursuant to MGL C.44B or its successor statute.

The "CPC Sum" shall be determined as follows:

(a) If the particular CPF grant (the "Grant") as to which the calculation is being made was expended for Depreciable Improvements, then the CPC Sum shall be the total Grant decreased by five percent (5%) for each whole year elapsed since the date on which the Grant was fully funded. In no event will the CPC Sum be a negative number, so that the CPC Sum will be zero if more than twenty years has elapsed since the Grant was fully funded.

(b) If the Grant as to which the calculation is being made was expended for Non-Depreciable Improvements, then the CPC Sum shall be the total Grant.

At the time of awarding a grant of funds from the CPF, the Town of Nantucket Community Preservation Committee will determine whether, or to what extent, the activities being funded will result in Depreciable Improvements or Non-Depreciable Improvements.

This Restriction is given in consideration of one or more grants totaling \$261,000.00 which resulted in 100% Depreciable Improvements and 0% Non-Depreciable Improvements.

If a subsequent grant of CPF monies is given for the benefit of the Property, the amount of the grant and the character of the improvements funded thereby will be noted on a recordable memorandum executed by the Nantucket Community Preservation Committee and by Grantor, and such memorandum will be recorded at the Nantucket Registry of Deeds with marginal reference to this Restriction. In addition, the parties agree to execute and record such a memorandum stating the date on which the initial or subsequent grants were fully funded.

TO HAVE AND TO HOLD this Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands this 4<sup>th</sup> day of June, 2007.

GRANTOR: AMERICAN YOUTH HOSTELS, INC.

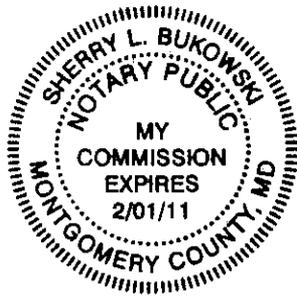
*Russell Hedge*  
Russell Hedge  
Chief Executive Officer

STATE OF Maryland

Montgomery County, ss.

On this 4<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Russell Hedge, personally known to me 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 Chief Executive Officer of American Youth Hostels, Inc., a corporation.

(seal)



*Sherry L. Bukowski*  
Notary Public

My commission expires: Feb 1, 2011

GRANTEE: NANTUCKET BOARD OF SELECTMEN

We, the undersigned, being a majority of the members of the Board of Selectmen of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on June 27, 2007, we voted to approve the foregoing Historic Preservation Restriction by American Youth Hostels, Inc. as being in the public interest. We accept said Restriction pursuant to the authority of MGL C. 44B and Article 21 of the 2004 Nantucket Annual Town Meeting. Further, we hereby designate the Nantucket Historic District Commission as our agent to administer, manage, and enforce this Restriction, subject to our reserved right to appoint an alternate designee according to the procedures stated in this Restriction.

Board of Selectmen of the Town of Nantucket

Whitey Willauer  
Whitey Willauer

\_\_\_\_\_  
Allen Reinhard

Brian Chadwick  
Brian Chadwick

\_\_\_\_\_  
Michael Kopko

Pat Roggeveen  
Patricia Roggeveen

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 27th day of June, 2007, before me, the undersigned notary public, personally appeared ~~Michael Kopko~~, Brian Chadwick, Whitey Willauer, ~~Allen Reinhard~~, Patricia Roggeveen, all personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen.

Tracy Murray  
Notary Public

(seal)

My commission expires: 4/22/07

ACCEPTANCE  
NANTUCKET HISTORIC DISTRICT COMMISSION

We, the undersigned, constituting a majority of the members of the Nantucket Historic District Commission, do hereby accept designation by the Town of Nantucket Board of Selectmen to serve as its agent to administer, manage, and enforce this Preservation Restriction granted by American Youth Hostels, Inc.

*Dirk Roggeveen*      *Linda F. Williams*  
 DIRK ROGGEVEEN      Linda F. Williams 7/10/07

*Valerie G.P. Norton*      *Diane Coomb*  
 VALERIE G.P. NORTON

*John McLaughlin 2/10/07*

COMMONWEALTH OF MASSACHUSETTS

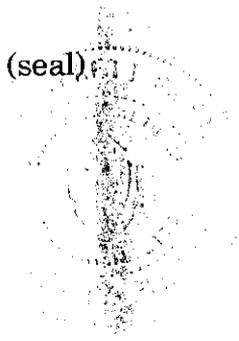
Nantucket, ss.

On this 10<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Dirk Roggeveen, Linda Williams, Valerie Norton, Diane Coomb all personally known to me to be the persons whose names are signed on John McLaughlin the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Nantucket Historic District Commission.

*James Grieder*  
 Notary Public

My commission expires:

JAMES EVERETT GRIEDER  
 Notary Public  
 Commonwealth of Massachusetts  
 My Commission Expires  
 August 15, 2008



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION,  
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing Preservation Restriction to the Town of Nantucket (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to M.G.L., Chapter 184, Section 32.

By: Brona Simon  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 20<sup>th</sup> day of July, 2007, before me, the undersigned notary public, personally appeared Brona Simon, personally known to me 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 Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maide  
Notary Public

(seal)

My commission expires:

January 19, 2012



## LIST OF EXHIBITS

- A) Legal Description
- B) Building Location Plan
- C) Photographs
- D) Massachusetts Historical Commission Survey Form B  
for Main Building
- E) Massachusetts Historical Commission Survey Form B  
for Cottage
- F) Massachusetts Historical Commission Survey Form B  
for Dormitory
- G) Historic American Buildings Survey
- H) Restriction Guidelines

EXHIBIT A

The land with improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, situated at 31 Western Avenue and bounded and described as follows:

Beginning at a point on the Northerly line of Western Avenue at the Westerly line of Station Street; thence Northerly along Station Street, 193.8 feet to the Northerly line of Lot 10 in Block 39; thence Westerly along the Northerly line of Lot 10 and along the Northerly line of Lot 25, 150 feet to a point; thence Southerly through the centre of Lots numbered 25, 24, 23 and 22, and along the boundary line between Lots numbered 19 and 20, 215 feet more or less to the Northerly line of Western Avenue; thence Easterly along the Northerly line of Western Avenue, 150.45 feet to a point.

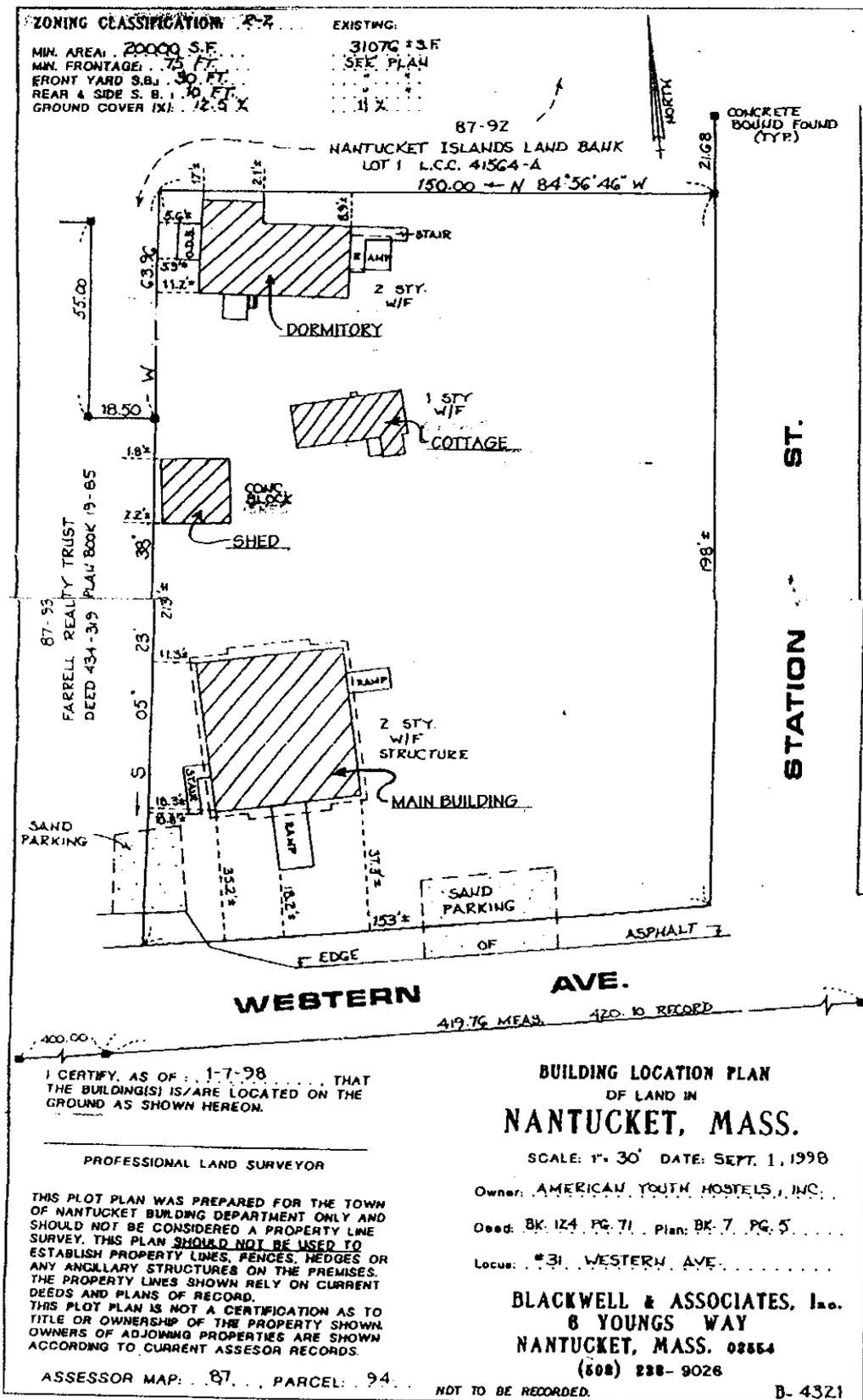
Said land is shown as Lots 10-19 and the eastern half of Lots 22-25 in Block 39 on a Plan dated Nov. 16, 1921, and recorded in Plan Book 7, Page 5 at the Nantucket Registry of Deeds.

Said land is subject to the following encumbrances of record:

1. Boundary line agreement recorded in Book 1076, Page 281; as affected by a vote recorded in Book 1076, Page 279.
2. Affidavit recorded in Book 1080, Page 144.
3. Preservation restriction given to Massachusetts Historical Commission recorded in Book 173, Page 130, to the extent in force and applicable.
4. Special permits recorded in Book 641, Page 25 and in Book 754, Page 336.

For title reference, see the deed recorded in Book 124, Page 71 at said Registry.

**EXHIBIT B**  
**"Building Location Plan of Land in Nantucket,**  
**Massachusetts at 31 Western Avenue", Blackwell &**  
**Associates, September 1, 1998**  
 [scale reduced]



Station C  
Page 4 of 6



Photo #2 of 17 façade main entry & ramp



Photo #3 of 17 façade detail of decorative truss



Photo #4 of 17 façade (south) & east elevations of station

MA: NANTUCKET 31 Western Avenue - 2/24/05

**Photo #2 of 17** - Surfside Life Saving Station

Façade (south elevation) - detail of main entry & ramp

MA: NANTUCKET 31 Western Avenue - 2/24/05

**Photo #1 of 17** - Surfside Life Saving Station

Façade (south elevation) & east elevation

MA: NANTUCKET 31 Western Avenue - 2/24/05

**Photo #3 of 17** - Surfside Life Saving Station

Façade (south elevation) detail of decorative  
hammerbeam truss at gable

17-11-17  
17-11-17



Photo #5 of 17 - east elevation - entry, ramp & dormer

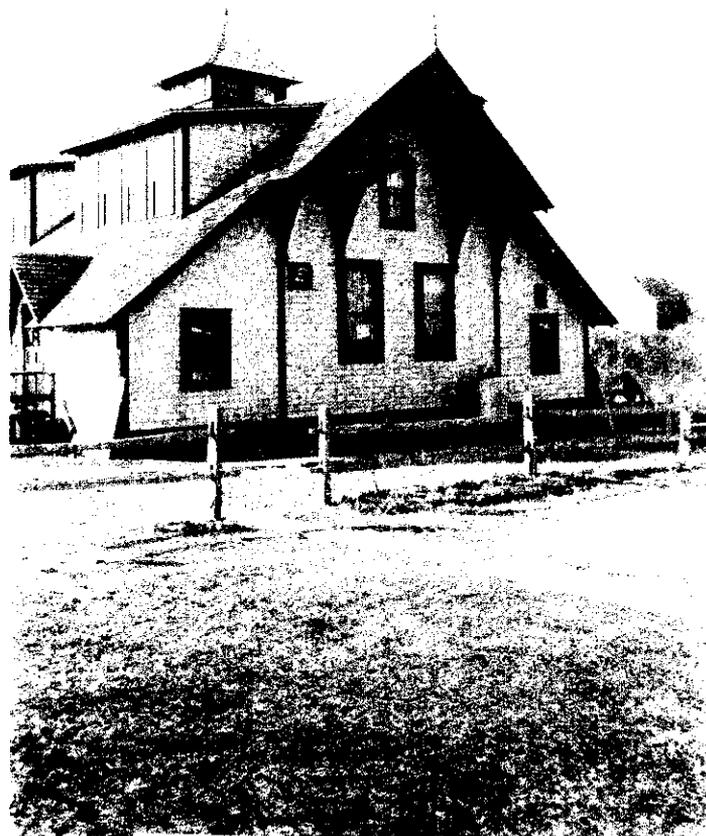


Photo #6 of 17 - north elevation

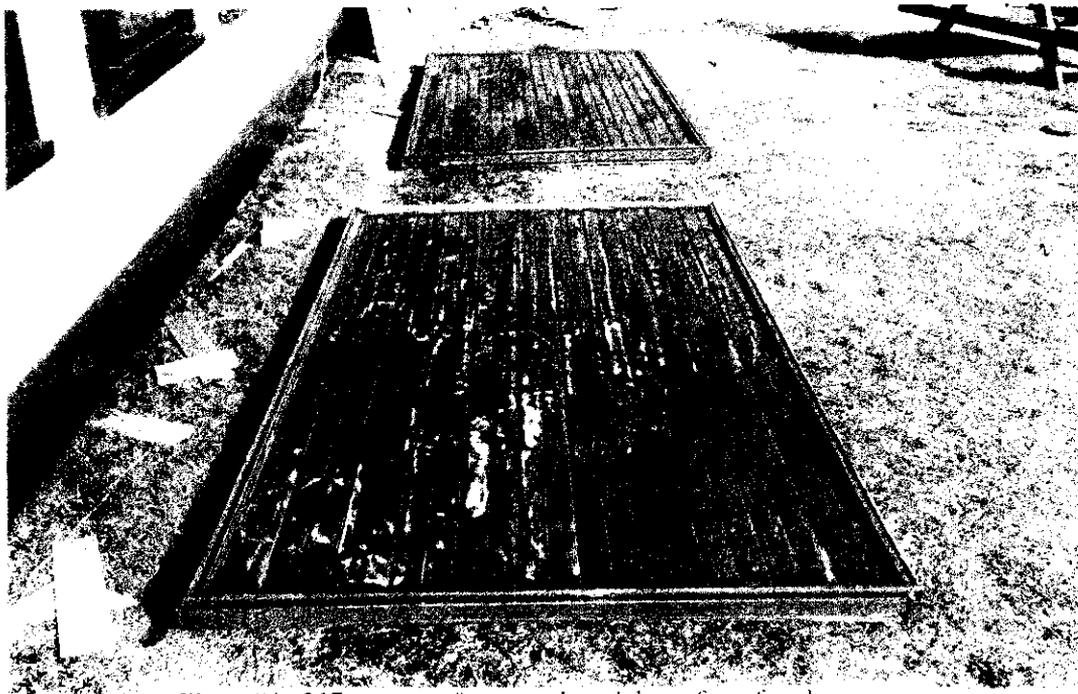


Photo #4 of 17 - tongue & groove board doors from façade

MA: NANTUCKET - 31 Western Avenue - 2/24/05

**Photo #5 of 17** - Surfside Life Saving Station

Last elevation view of rear entry, ramp and dormer

MA: NANTUCKET - 31 Western Avenue - 2/24/05

**Photo #4 of 17** - Surfside Life Saving Station

Detail of tongue-and-groove board doors from façade  
(south elevation) during repair

MA: NANTUCKET - 31 Western Avenue - 2/24/05

**Photo #6 of 17** - Surfside Life Saving Station

North elevation

1900  
May 1900



Photo #8 of 17 - west elevation - view of rear entry

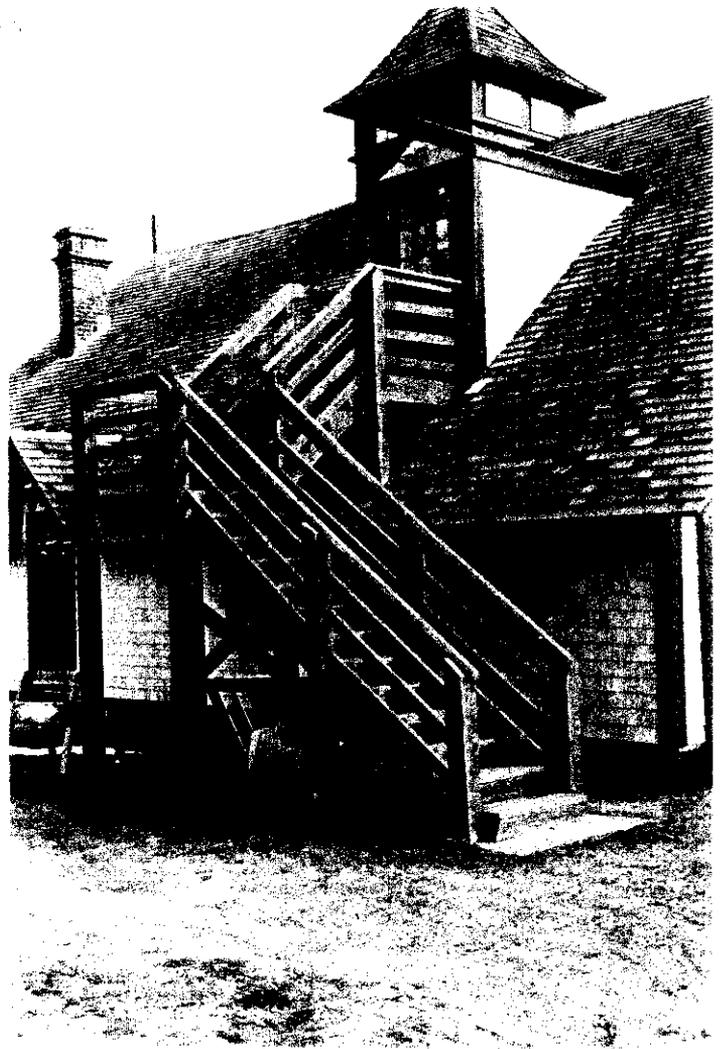


Photo #9 of 17 - west elevation - added dormer & escape



Photo #7 of 17 - west elevation & façade (south elevation)

MA: NANTUCKET - 31 Western Avenue - 2/24/05

**Photo #8 of 17** - Surfside Life Saving Station

West elevation - view of rear entry

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #7 of 17** - Surfside Life Saving Station  
West elevation and façade (south elevation)

MA: NANTUCKET - 31 Western Avenue - 2/24/05

**Photo #9 of 17** - Surfside Life Saving Station

West elevation - view of added dormer & fire escape

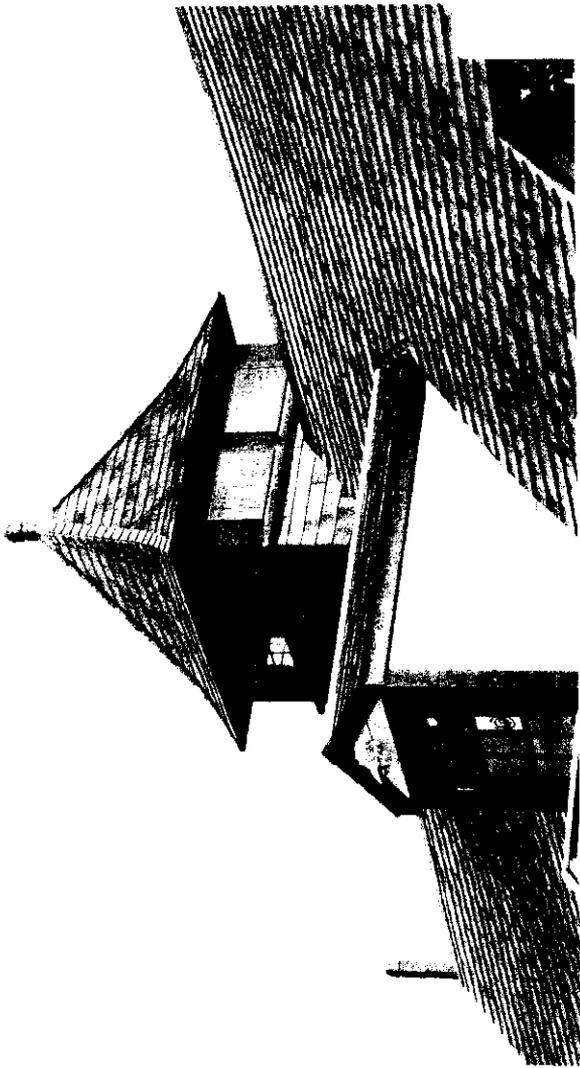


Photo #10 of 17 west & south elevations of cupola



Photo #12 of 17 Cottage west elevation

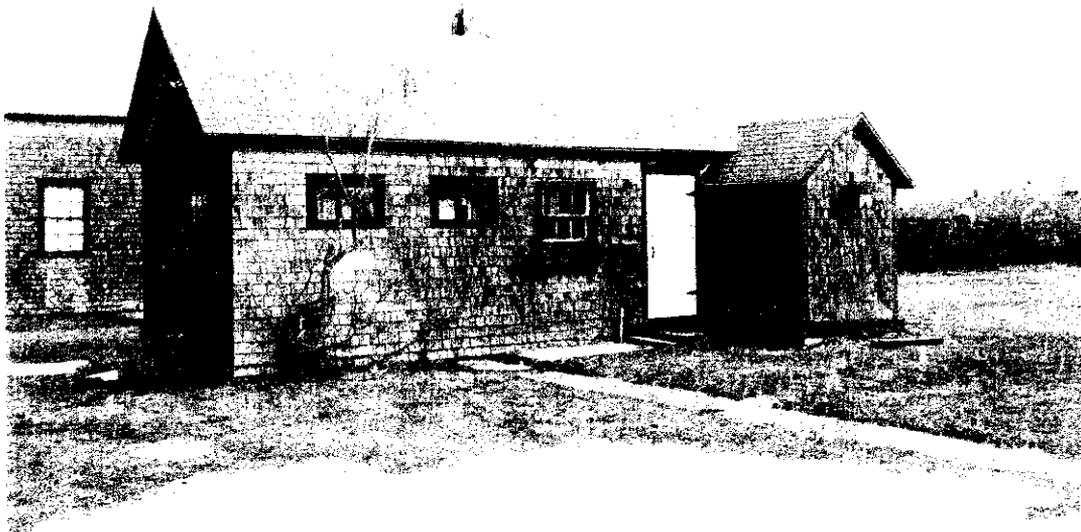


Photo #11 of 17 Cottage west & south elevations

MA; NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #10 of 17** - Surfside Life Saving Station  
West & south elevations of cupola

MA; NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #12 of 17** - Surfside Life Saving Station  
West elevation

MA; NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #11 of 17** - Surfside Life Saving Station  
West & south elevations (left to right)

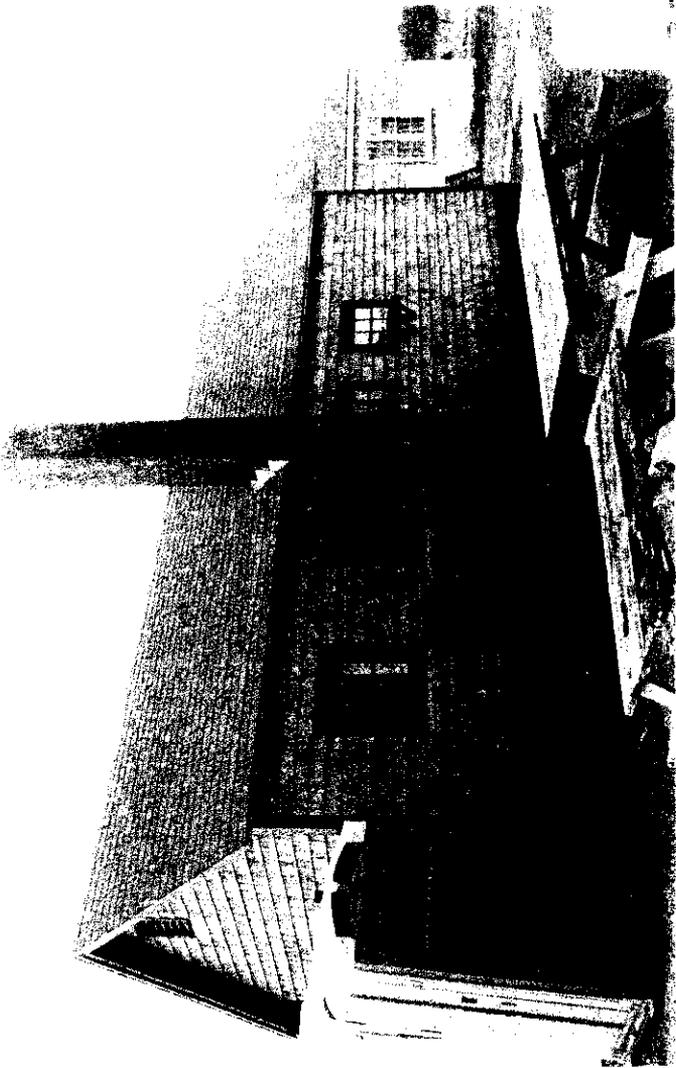


Photo #13 of 17 Cottage - north elevation

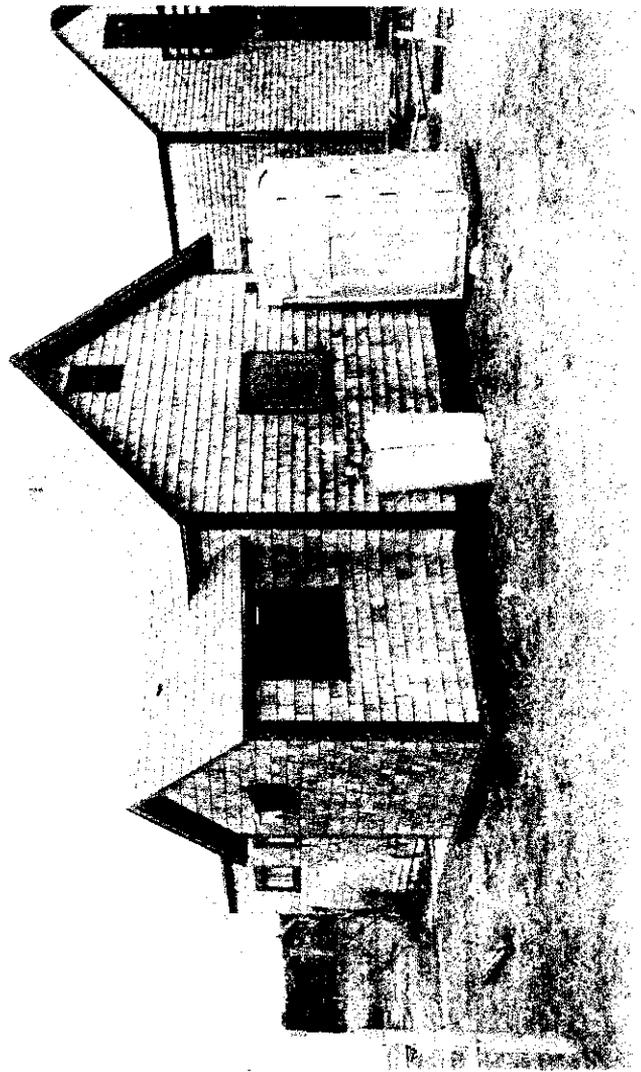


Photo #14 of 17 Cottage - east & south elevations

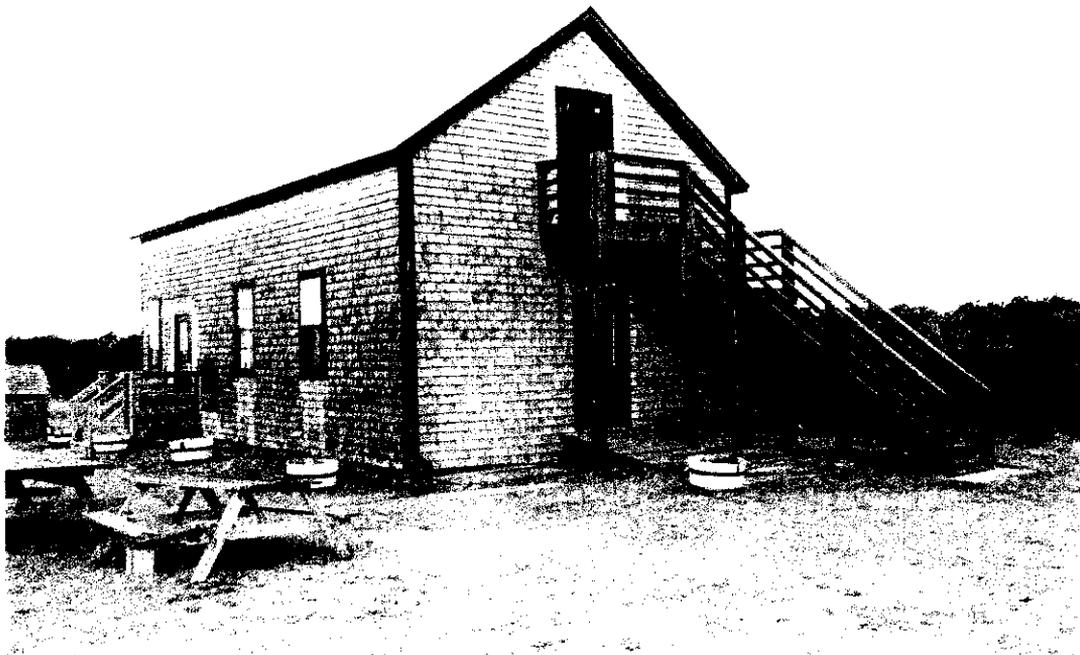


Photo #15 of 17 Stable - south & east elevations

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #13 of 17** - Surfside Life Saving Station Cottage  
North elevation

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #14 of 17** - Surfside Life Saving Station Cottage  
South & east elevations (left to right)

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #15 of 17** - Surfside Life Saving Station Stable  
South & east elevations (left to right)

Stable  
1900-1905



Photo #16 of 17 Stable east & north elevations (left to right)

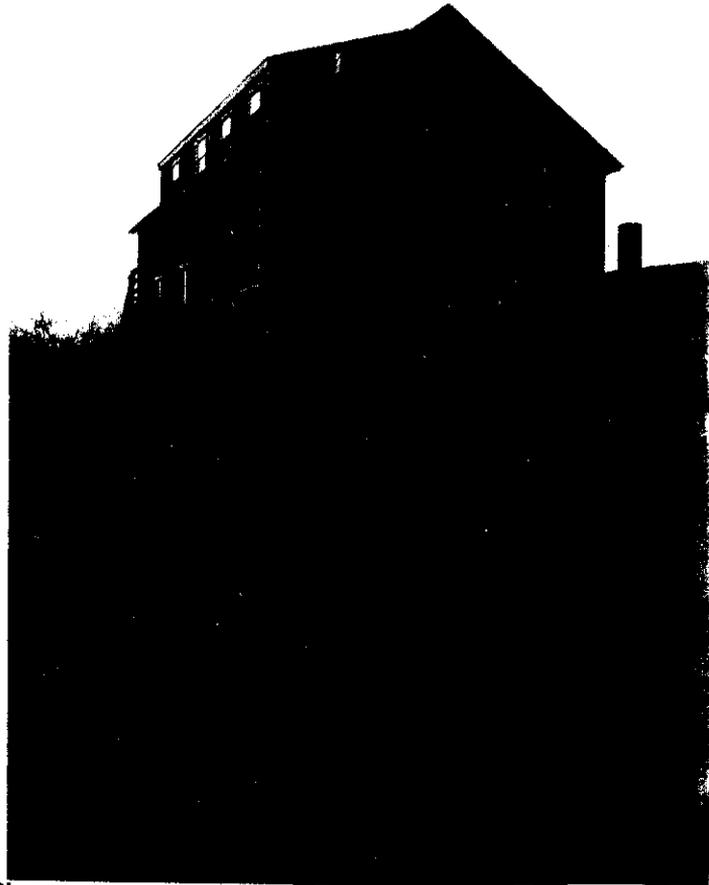


Photo #17 of 17 Stable north & west elevations (left to right)

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #16 of 17** - Surfside Life Saving Station Stable  
Partial east elevation (left) & north elevation (right)

MA: NANTUCKET - 31 Western Avenue - 2/24/05  
**Photo #17 of 17** - Surfside Life Saving Station  
North elevation (left) & west elevation (right)

**EXHIBIT D**

**Massachusetts Historical Commission Survey Form B**

31 Western Avenue, Nantucket – Main Building

Page 1 of 5

**FORM B – BUILDING**

MASSACHUSETTS HISTORICAL COMMISSION  
 MASSACHUSETTS ARCHIVES BUILDING  
 220 MORRISSEY BOULEVARD  
 BOSTON, MASSACHUSETTS 02125

Assessor's Number	USGS Quad	Area(s)	Form Number

**Town** Nantucket  
**Place (neighborhood or village)** Surfside  
**Address** 31 Western Avenue

**Historic Name** Surfside Life Saving Station  
 also U.S. Life Saving Station at Surfside  
**Uses: Present** youth hostel

**Original** life-saving station – boat storage & dormitory

**Date of Construction** 1874, 1884

**Source** "Surfside Lifesaving Station on Nantucket Island" report – Preservation Institute: Nantucket, 1978

**Style/Form** Victorian Gothic (Stick Style) & Shingle Style additions

**Architect/Builder** Charles Robinson, builder (1874)

**Exterior Material:** weathered wooden shingle, wooden trim

**Foundation** brick piers, concrete block & concrete

**Wall/Trim** flat-stock wood & machine-cut wood

**Roof** wood shingle

**Outbuildings/Secondary Structures**  
 Cottage (former privy & storage – 1884)  
 Dormitory (former barn – ca. 1900-20)  
 Shed (storage – ca. 1930-50)

**Major Alterations (with dates)**

Additions to east & west sides of original station 1884  
 Shed dormers at east elevation 1919 (?)

**Condition** good

**Moved**  no  yes **Date**

**Acreage** 31,076 square feet

**Setting** partially developed setting of cottages, undeveloped brush land, and ocean beach

**Photograph**

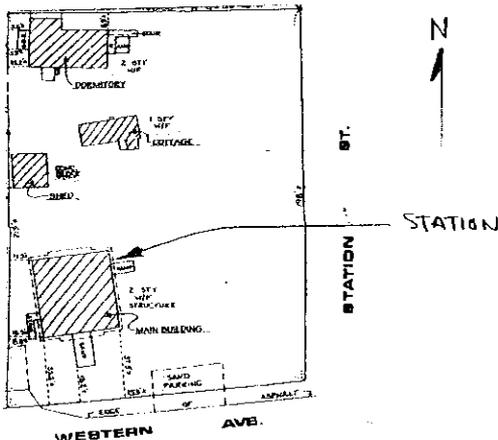
(3" x 3" or 3-1/2" x 5" black and white only) Label photo on back with town and property address. Record film roll and negative numbers here on the form. Staple photo to left side of form over this space. Attach additional photos to continuation sheets.

Roll Negative(s)

--	--

**Sketch Map**

Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



**Recorded by** Patricia Butler, edited B. R. Pfeiffer

**Organization** Nantucket Preservation Trust

**Date (month / year)** March 2005

**EXHIBIT D****Massachusetts Historical Commission Survey Form B****31 Western Avenue, Nantucket – Main Building****Page 2 of 5****BUILDING FORM B****ARCHITECTURAL DESCRIPTION**  *see continuation sheet**Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The former Surfside Life-Saving Station, now known as the Star of the Sea Youth Hostel, stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built slightly north of Surfside Beach, the site of the Life-Saving Station was selected both for its proximity to the largest number of shipwrecks on the shoals off Nantucket and for its proximity to the beach across which lifeboats were hauled to be launched into the surf.

In its present form the Surfside Life-Saving Station consists of the original 1874 building (18'9" x 44'3") flanked by symmetrical shed additions on its east and west sides which create an overall footprint measuring 39'5" x 44'3". The structure rests on a foundation that consists of brick piers, concrete-block piers and concrete footing walls. All elevations rise from a wide wooden water-table above which they are clad with weathered wooden shingles as are all sections of the roof. Windows throughout are wooden double-hung 6/6 sash with the exception of the cupola where windows are six-light awnings. All trimmings are made of painted wood with more elaborate Victorian Gothic Style ornamental woodwork remaining at the building's 1874 core, and simpler Shingle Style trimmings at the shed additions and cupola.

The façade (south elevation) is symmetrically arranged about a central pavilion that comprises the 1874 building and rises to a central gable with Victorian Gothic style woodwork forming an ornamental (non-structural) hammer beam truss. This central pavilion is divided by chamfered boards into a wide center bay flanked by two narrow bays; at the center bay these boards originally formed the jambs of the wide boat door, while the outer boards were corner boards of the original structure. At its first storey, the center bay originally contained a single wide doorway with two solid doors of tongue-and-groove boarding hung on strap hinges. These outer doors remain, but the opening behind them has been blocked with a stud wall and a single modern door containing a nine-pane light surmounting two raised panels. Set directly above this doorway is an original pair of 6/6 windows with pointed heads and decorative hood mouldings. The narrow outer bays of the central pavilion each contain a single 6/6 window set in flat-stock surrounds with moulded caps; these windows were added after 1897, perhaps around 1919 when the building was converted to dormitory living quarters by the Navy. The projecting gable over the central pavilion retains chamfered brackets and arches that form an ornamental hammerbeam truss and center finial.

Flanking the façade's central pavilion are the symmetrical facades of the 1884 shed additions. Each side retains the jambs and lintels of original loading doors that provided access to carriage storage. These double doors were removed in the early twentieth century, probably after 1919, and were initially replaced with two 6/6 windows (east addition) and one door (west) addition. Since 1978, the façades of both additions have been fitted with single 6/6 windows set within the frames of the 1884 loading doors.

The east elevation is asymmetrically arranged with six evenly spaced 6/6 windows set south of a gabled entry at the first storey. Set in flat-stock frames, these windows were probably added in 1919. The gabled entry consists of a contemporary wooden door composed of four panels surmounted by a four-pane light. The door is partially sheltered from the weather by a shallow gable. This doorway was originally protected by a small porch which was removed after 1978 and replaced by the present gable and door. Wall surfaces north of the doorway are blank. An open eave with decorated rafter tails extends across the east elevation at the head of the first storey. The second storey contains two shed dormers added in 1919. Each dormer possesses a battery of four 6/6 windows set in flat-stock frames. At the head of each dormer, eaves are open and rafter tails are decorated to match those of the first storey.

**EXHIBIT D****Massachusetts Historical Commission Survey Form B****31 Western Avenue, Nantucket – Main Building****Page 3 of 5**

Like the façade, the north (rear) elevation is composed of a central pavilion that comprises the 1874 building and two flanking shed additions, although architectural details are less ornate than those of the façade. At its first storey, the central pavilion possesses two 6/6 windows set in flat-stock frames; at the second storey, it possesses a single original 6/6 window with a pointed head and hood moulding. The gable is possesses an ornamental hammerbeam truss that is substantially identical to that at the façade. The north elevations of the shed additions each contain one 6/6 window set in a flat-stock frame.

The west elevation is asymmetrically arranged; moving from south to north it possesses a single 6/6 window set in a flat-stock surround, a gabled entry set north of center and set in alignment with the building's east entry which it matches in appearance and materials, and a single 6/6 window set north of the entry. The west elevation has an open eave with decorated rafter tails at the head of its first storey. At the second storey there is a single gabled dormer toward the south end of the elevation (ca. 1963-78) that serves as a fire exit. The dormer possesses a single door composed of two panels surmounted by a nine-pane light. Access to the dormer is provided by a contemporary staircase of weathered wood that rises in two stages from a concrete pad.

The roof of the Life-Saving Station has a single cupola near its center in the approximate position of an open deck on the original 1874 building. The cupola has a square floor plan that is enclosed by a high hip roof with boxed eaves. Each of the cupola's four elevations rises from a shingled base to paired six-light awning windows which form a continuous band around the structure. A single chimney built of red brick with projecting drip courses rises from the north end of the roof.

**HISTORICAL NARRATIVE**  *see continuation sheet*

*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 former Surfside Life-Saving Station remains as an important example of Victorian architecture in Nantucket in addition to possessing historical associations with the maritime history of the island.

Known for the dangerous shoals that surround it, Nantucket recorded more than five hundred shipwrecks in its waters between 1664 and the 1870s. As early as 1794, The Commonwealth of Massachusetts Humane Society built huts on Nantucket at Coskata and between Long Pond and Hummock Pond to provide shelter for shipwreck survivors who found their way to shore. During the nineteenth century, the number of these huts, known as "humane houses" increased through private subscription on Nantucket. However, by the mid-century the federal government became involved by appropriating funds to support The Massachusetts Humane Society and other voluntary efforts at life-saving. Following a harsh winter during which a large number of wrecks occurred along the Atlantic Coast, the federal government established the United States Life-Saving Service in 1871 to provide life-saving stations with crews in close proximity to dangerous waters along the coast.

The Surfside Life-Saving Station was among the earliest stations built by the newly formed Life-Saving Service and the first such station to be constructed on Nantucket. In location and scale it is representative of the pattern established by the Life-Saving Service as it sought to establish stations along the coast:

The U.S. Life-Saving Station tried to build stations three to five miles apart. The stations were "plain houses" 42' long and 18' wide with two stories and wide double-leafed doors with sloping platforms for boat egress. The downstairs in the station housed the mess hall in one room and two additional rooms for boats and apparatus. Upstairs was one sleeping room for the crew and two rooms for storage....The stations were painted dark red so as to be seen from the sea, and a lookout was placed on the roof to be used during clear weather. During the night and foggy days, patrols

**EXHIBIT D****Massachusetts Historical Commission Survey Form B****31 Western Avenue, Nantucket – Main Building****Page 4 of 5**

walked the beach on four-hour shifts. Halfway houses (small shacks) were set up midway between stations for the patrols to meet to check in and find temporary shelter and water.<sup>1</sup>

Built in only 100 days at a cost of \$2,500 by Nantucket carpenter, Charles H. Robinson<sup>2</sup>, the Surfside Station follows a standardized architectural plan that was probably developed by a governmental employee working within the Life-Saving Service. The building was originally 18' wide, 44' long and 1½ storeys high with a gabled façade containing wide double doors approached by a wooden ramp. At the roof's ridge there was an observation platform and flagpole. Exterior finishes were of Victorian Gothic design with elevations framed into panels by ornamental cross-timbering. The building's first storey was clad in tongue-and-groove boarding, while the gables and friezes beneath the eaves were clad with vertical boards trimmed with decorated ends. On the east and west elevations, the building possessed deep, open eaves with chamfered brackets and decorated rafter tails. Both gable ends (north and south) were finished with ornamental hammerbeam trusses bearing a variety of Victorian Gothic ornamental details in the form of chamfering, brackets and pierced panels.

By 1884 the original station proved too small for the necessary equipment and crew, and it was expanded by the construction of identical shed additions on the east and west elevations of the original building. Each addition provided space for equipment carts and carriages. At the same time, the open observation platform was replaced with an enclosed cupola that served as an observation deck. At the façade and north elevation, original Victorian Gothic trimmings and windows were retained, but exterior wall surfaces were re-clad with wood shingles to match the additions and cupola which were of simple Shingle Style design. The building continued in its 1884 form until 1919 when a Radio Direction Finders Station (Navy Radio Compass Station) was established on the property. To accommodate this use and a resident crew, the interior of the station was modified between 1919 and World War II to provide living quarters, offices and common rooms. Reflecting these interior modifications the east side of the building was altered by the installation of double-hung sash at the first storey and by the addition of two shed dormers to the roof.

After World War II, the building ceased serving as a life-saving station and was served as a community center until 1962 when it was sold to the American Youth Hostel Association. With help from the Nantucket Conservation Foundation, the National Trust for Historic Preservation, and other groups, the structure was restored and became the youth hostel. In 1979, Robert B. Johnson, national executive director of American Youth Hostels, Inc. led the effort to rehabilitate the interior of the building, while preserving the historic Stick and Shingle Style exterior elements. The Star of the Sea Youth Hostel continues in active use, under the aegis of the American Youth Hostels – Eastern New England Council. The 131-year old building is an individually significant structure within the Nantucket National Historic Landmark District both for its Victorian architecture and for its important associations with local, regional and national maritime history.

**BIBLIOGRAPHY and/or REFERENCES** *see continuation sheet*

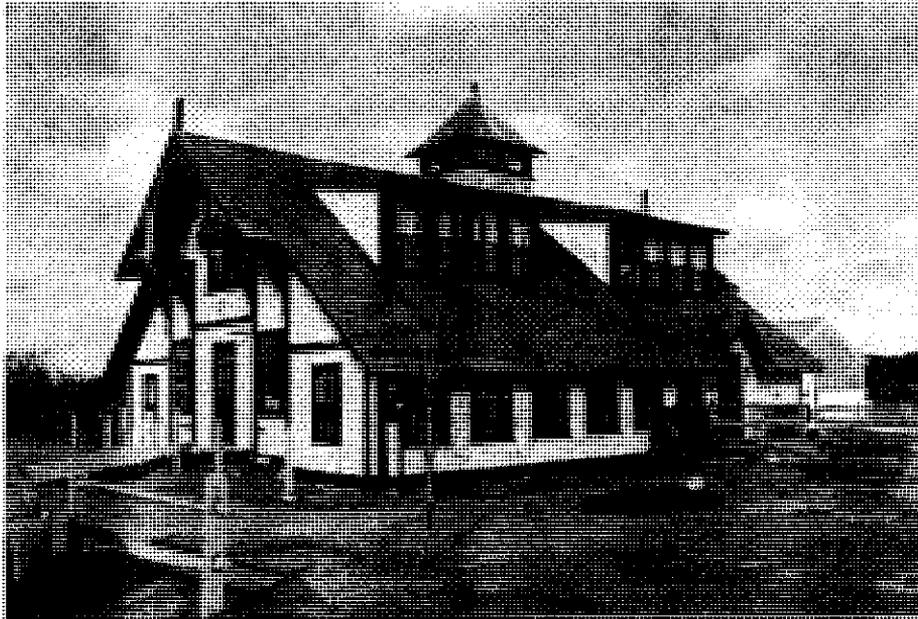
"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

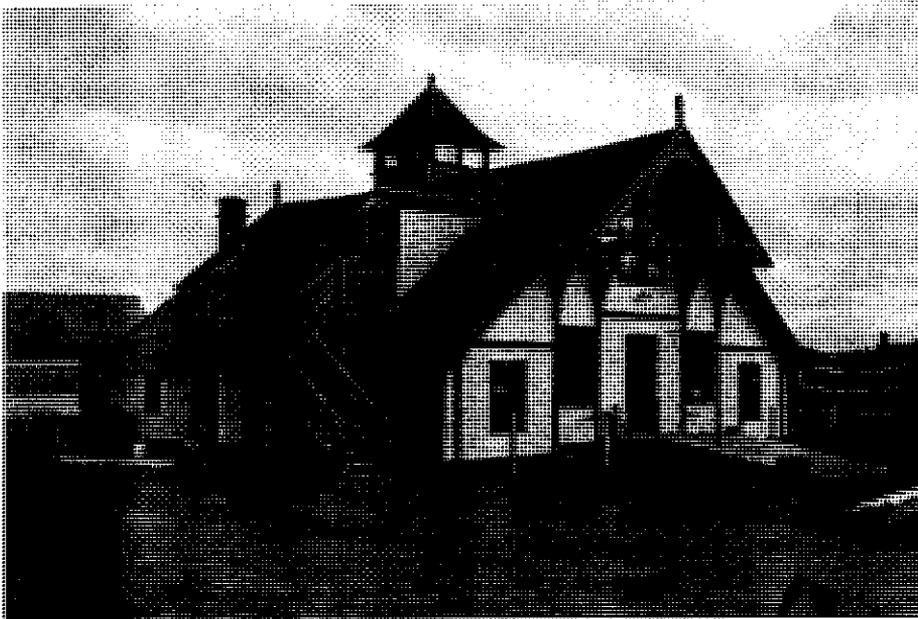
<sup>1</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, p. 5.

<sup>2</sup> Inquirer and Mirror, October 25, 1873.

**EXHIBIT D**  
**Massachusetts Historical Commission Survey Form B**  
**31 Western Avenue, Nantucket – Main Building**  
**Page 5 of 5**



MA: NANTUCKET – 31 Western Avenue – 2/24/05  
Surfside Life Saving Station - façade (south elevation)  
& east elevation



MA: NANTUCKET – 31 Western Avenue - 2/24/05  
Surfside Life Saving Station - west elevation &  
façade (south elevation)

**EXHIBIT E**

**Massachusetts Historical Commission Survey Form B**

31 Western Avenue, Nantucket - Cottage

Page 1 of 4

**FORM B – BUILDING**

MASSACHUSETTS HISTORICAL COMMISSION  
 MASSACHUSETTS ARCHIVES BUILDING  
 220 MORRISSEY BOULEVARD  
 BOSTON, MASSACHUSETTS 02125

Assessor's Number	USGS Quad	Area(s)	Form Number

**Town** Nantucket  
**Place (neighborhood or village)** Surfside  
**Address** 31 Western Avenue  
**Historic Name** Surfside Life Saving Station Cottage  
**Uses: Present** youth hostel - lodging  
**Original** privy & storage

**Date of Construction** 1884  
**Source** "Surfside Lifesaving Station on Nantucket Island" report – Preservation Institute: Nantucket, 1978

**Style/Form** astylistic vernacular  
**Architect/Builder** unknown  
**Exterior Material:** weathered wooden shingle, wooden trim  
**Foundation** concrete-block piers  
**Wall/Trim** flat-stock wood & machine-cut rafter tails  
**Roof** asphalt shingle

**Outbuildings/Secondary Structures**  
 Structure is one of three outbuildings for the former Surfside Life Saving Station

**Major Alterations (with dates)**  
 One-bay addition to façade – ca. 1919  
 Conversion to residential use – post-1962(?)

**Condition** good  
**Moved**  no  yes **Date**

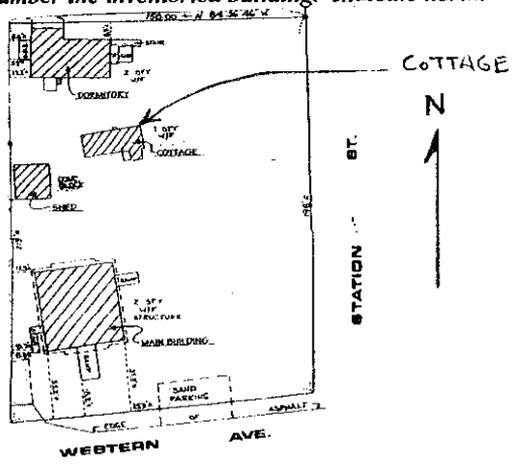
**Acreage** 31,076 square feet

**Setting** one of three outbuildings at the former Surfside Life Saving Station; partially developed setting of cottages, undeveloped brush land, and ocean beach

**Photograph**  
 (3" x 3" or 3-1/2" x 5" black and white only) Label photo on back with town and property address. Record film roll and negative numbers here on the form. Staple photo to left side of form over this space. Attach additional photos to continuation sheets.

Roll	Negative(s)

**Sketch Map**  
 Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



**Recorded by** Patricia Butler, edited B. R. Pfeiffer  
**Organization** Nantucket Preservation Trust  
**Date (month / year)** March 2005

**EXHIBIT E****Massachusetts Historical Commission Survey Form B****31 Western Avenue, Nantucket - Cottage****Page 2 of 4****BUILDING FORM B****ARCHITECTURAL DESCRIPTION**  *see continuation sheet**Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The Surfside Life-Saving Station Cottage, stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built slightly northeast of the former Surfside Life-Saving Station, the Cottage was originally constructed as a privy/latrine at the time that the Station was enlarged in 1884.

In its present form the Cottage consists of its original one-storey building which is a simple rectangular structure (approximately 30' x 12') enclosed by a pitched roof with gables at its east and west ends. A one-bay gabled addition (ca. 1919) is attached at the elevation's east end. This addition is enclosed by a pitched roof set at right angles to the roof of the original structure. The building rests on concrete-block piers above which elevations are clad with weathered wooden shingles trimmed with painted wood flat-stock at the corner boards and window casings. Roofs have open eaves with decorated rafter tails, and roof surfaces are covered with asphalt shingles.

The façade (south elevation) is asymmetrically composed. Projecting from its east end is a one-storey, one-bay addition with a pitched roof and blank elevations except at its east elevation which possesses a single six-light awning window, now blocked with plywood. Moving from east to west across the south elevation, there are a batten door made of vertical tongue-and-groove boards, a single 3/3 double-hung window and two three-light awning windows.

The east elevation is symmetrically arranged gable wall with a six-light awning window (now blocked with plywood) at the first storey and a louvered vent near the peak of the gable. The east elevation of the addition is visible as part of the east elevation, although it is off-set westward from the plane of the east elevation.

The north (rear) elevation is asymmetrically arranged. It possesses a single-flue, brick chimney set slightly east of center; this chimney rises from a concrete footing to an undecorated cap above the roof's ridge. East of the chimney there are two large six-light awning windows, while west of it, there are two six-light small six-light awning windows. At the base of the elevation near its east end is a bulkhead that provides access to the crawl space beneath the building. This bulkhead consists of a rectangular well covered by a wood panel set flush with grade.

The west elevation is asymmetrically arranged. At its north side, it possesses a single glazed door of fifteen lights approached by a wooden stoop of two steps. At the south end of the elevation there is a single three-light awning window. A louvered vent is centered near the peak of the gable.

The Cottage has been modified slightly since its initial construction. The building's façade originally possessed two doors, one in the location of the existing door, the other in the location of the second window from the west corner. Evidence of this arrangement remains in the path that leads to this window location. The building also possessed a six-light awning window in the position now covered by the one-bay addition, and the façade's current 3/3 window was a small three-light awning window. Fenestration of the rear elevation appears to be unchanged; however, the brick chimney was added in the twentieth century, perhaps after the building was converted to a cottage (ca. 1962?).

**HISTORICAL NARRATIVE**  *see continuation sheet**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 Surfside Life-Saving Station Cottage, built originally as a latrine, bathhouse and storage building, possesses substantial integrity of design, materials and workmanship from its initial period of construction in the 1880s. The

**EXHIBIT E****Massachusetts Historical Commission Survey Form B****31 Western Avenue, Nantucket - Cottage****Page 3 of 4**

building possesses architectural significance as one of types of outbuildings that formed small compounds around life-saving stations during the nineteenth and early twentieth centuries.

The Surfside Life-Saving Station, for which the Cottage served as an outbuilding, was among the earliest stations built by the newly formed Life-Saving Service and the first such station to be constructed on Nantucket. In location and scale it is representative of the pattern established by the Life-Saving Service as it sought to establish stations along the coast:

The U.S. Life-Saving Station tried to build stations three to five miles apart. The stations were "plain houses" 42' long and 18' wide with two stories and wide double-leafed doors with sloping platforms for boat egress. The downstairs in the station housed the mess hall in one room and two additional rooms for boats and apparatus. Upstairs was one sleeping room for the crew and two rooms for storage. . . . The stations were painted dark red so as to be seen from the sea, and a lookout was placed on the roof to be used during clear weather. During the night and foggy days, patrols walked the beach on four-hour shifts. Halfway houses (small shacks) were set up midway between stations for the patrols to meet to check in and find temporary shelter and water.<sup>1</sup>

By 1884 the original station proved too small for the necessary equipment and crew, and it was expanded to accommodate additional equipment and crew. It is likely that a previously existing privy was inadequate to serve the increased crew and that the Cottage was constructed at this time or shortly thereafter (as it is shown in photographs dated 1897) to serve both as a latrine and bathhouse. This function was reflected in the building's original design which included two separate entries at the façade (south elevation) and high narrow windows on each elevation. Some differentiation of interior uses was reflected by the presence of larger six-light windows at the east end of the building's south and north elevations; however, historical records do not describe the use of the building in detail.

The building probably remained in its original use until 1919 when a Radio Direction Finders Station (Navy Radio Compass Station) was established on the property in addition to life-saving crews. To accommodate this use and increased crew, the Station was enlarged and additional living quarters were added to the existing interior. It seems likely that plumbing was also introduced at this time allowing the former privy to be converted to storage or other purposes. Photographic evidence suggests that the one-bay addition was made around this time. Use of the building after 1919 is unclear and interviews with former crew members provide conflicting information with some crew members reporting that no building stood in this location despite the clear evidence provided by historic photographs. The most likely report indicates that the building ceased be used as a privy in 1919 and became the location in which the Navy recharged batteries for the Radio Direction Finders Station.<sup>2</sup>

With the closure of the life-saving station after World War II, the property served as a community center until 1962 when it was sold to the American Youth Hostel Association. It is likely that the Cottage was converted to residential quarters after 1962 and that the exterior chimney was added at this time.

**BIBLIOGRAPHY and/or REFERENCES** *see continuation sheet*

"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

<sup>1</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, p. 5.

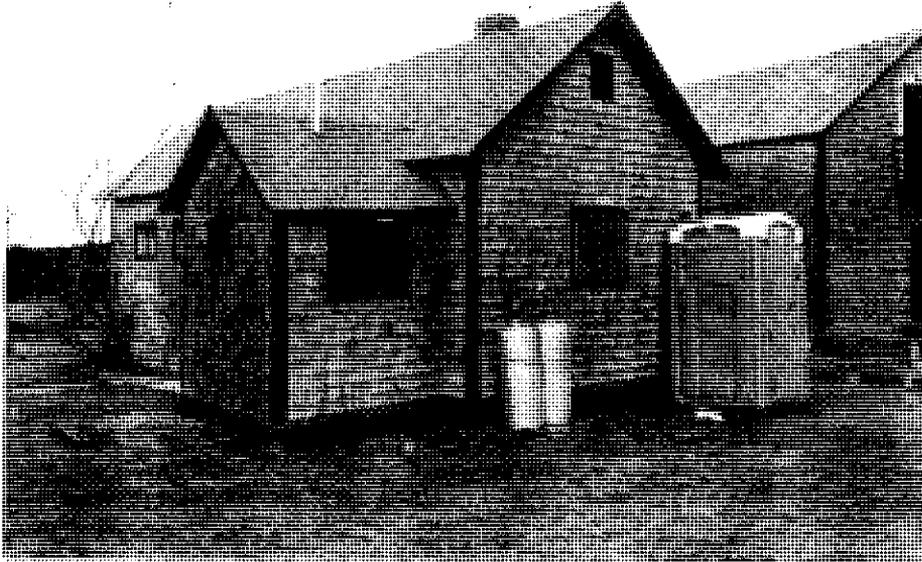
<sup>2</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, Interview with Joe Folger, p. 3.

**EXHIBIT E**

**Massachusetts Historical Commission Survey Form B**

**31 Western Avenue, Nantucket – Cottage**

**Page 4 of 4**



MA: NANTUCKET – 31 Western Avenue - 2/24/05  
Surfside Life Saving Station Cottage -south & east  
elevations (left to right)



MA: NANTUCKET – 31 Western Avenue – 2/24/05  
Surfside Life Saving Station Cottage – west & south  
elevations (left to right)

EXHIBIT F  
MHC Survey Form B

31 Western Avenue, Nantucket - Dormitory

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

Assessor's Number	USGS Quad	Area(s)	Form Number

Town Nantucket

Place (neighborhood or village) Surfside

Address 31 Western Avenue

Historic Name Surfside Life Saving Station Stable

Uses: Present youth hostel - lodging

Original horse barn & storage

Date of Construction 1897-1919

Source "Surfside Lifesaving Station on Nantucket Island" report - Preservation Institute: Nantucket, 1978; historic photographs

Style/Form astylistic vernacular

Architect/Builder unknown

Exterior Material: weathered wooden shingle, wooden trim

Foundation brick piers

Wall/Trim flat-stock wood

Roof asphalt shingle

Outbuildings/Secondary Structures  
Structure is one of three outbuildings for the former Surfside Life Saving Station

Major Alterations (with dates)

Conversion to to dormitory post-1963

Condition good

Moved  no  yes Date

Acreage 31,076 square feet

Setting one of three outbuildings at the former Surfside Life Saving Station; partially developed setting of cottages, undeveloped brush land, and ocean beach

Photograph

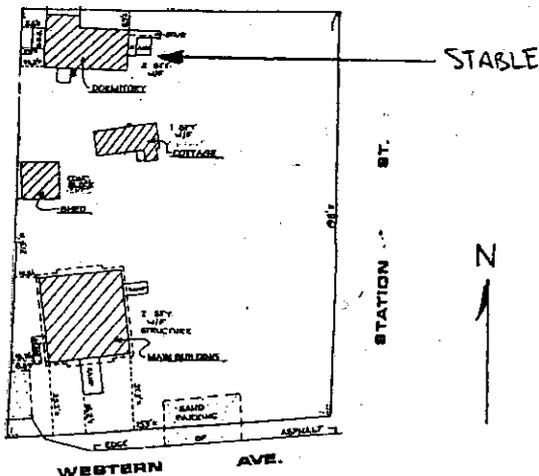
(3" x 3" or 3-1/2" x 5" black and white only) Label photo on back with town and property address. Record film roll and negative numbers here on the form. Staple photo to left side of form over this space. Attach additional photos to continuation sheets.

Roll Negative(s)

--	--

Sketch Map

Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



Recorded by Patricia Butler, edited B. R. Pfeiffer

Organization Nantucket Preservation Trust

Date (month / year) March 2005

## BUILDING FORM B

### ARCHITECTURAL DESCRIPTION *see continuation sheet*

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The former Surfside Life-Saving Station Stable stands on a flat lot with sandy soil and thin vegetation at the northwest corner of Western Avenue and Station Street in a section of Nantucket known as Surfside, approximately 3.5 miles southeast of Nantucket Town and Harbor. Built directly north of the Surfside Life-Saving Station at the property's north lot line, the former Stable appears to have been constructed prior to 1919.

The former Stable is a one-and-one-half storey structure of wood-frame construction set on brick piers. The building possesses a simple rectangular floor plan with a small shed addition near the west end of the north elevation. Exterior elevations are clad with weathered wood shingles and trimmed with painted flat-stock corner boards, window frames, eaves and fascias. All windows are fitted with double-hung 6/6 wooden sash. The pitched roof is covered with asphalt shingles.

The south elevation is asymmetrically arranged about an entry set west of center. The doorway is approached from a wooden stoop and contains a single door composed of two raised panels surmounted by a nine-pane light. There is a single 6/6 window west of the entry and two 6/6 windows east of it.

The east gabled elevation is blank except for a single doorway set slightly north of center at the first storey and a single doorway centered in the gable. The first-storey door consists of two raised panels surmounted by a nine-pane light, while the second-storey door consists of four raised panels surmounted by a narrow four-pane light. Access to the second-storey door is provided by a contemporary wooden staircase that rises in two stages and is supported by square wooden posts.

The north elevation is asymmetrically arranged with two 6/6 windows toward its east end and a three-pane light set directly above the shed addition toward its west end. The shed addition contains a single-light window at its east wall; its north wall is blank, and its west wall contains a single batten door now damaged and off its hinges. At the second storey, the north elevation possesses a shed dormer with four evenly spaced 3/3 windows.

The west gabled elevation is a symmetrically arranged possessing a four-light window set south of center at the first storey and a single 6/6 window centered in the gable.

The former Stable's original appearance is not currently known; however, since 1978 it has been altered by the installation of a new door within an existing doorway on the south elevation, by the relocation of the first-storey doorway and the installation of a new door at the second storey of the east elevation and by the relocation of the four-pane window and the enlargement of the gable window at the west elevation. It is unclear from existing photographic documentation whether the shed dormer on the north elevation was added during this period as well.

### HISTORICAL NARRATIVE *see continuation sheet*

*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 former Stable of the Surfside Life-Saving Station, now known as the Boys' Dormitory, stands north of all other buildings on its site. One of several outbuildings that served the station, the former Stable is believed to have been built prior to 1919<sup>1</sup> by the Navy for the Radio Compass Station that it established here. The use of this building as a stable for one horse was relatively short-lived, as interviews with crew members who served at Surfside report

<sup>1</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, pp. 27.

that the building had been adapted to a carpentry shop by 1919<sup>2</sup>. Reports of subsequent crew members provide conflicting information that the building was used to contain food refrigeration units in the 1930s and that it served as a garage for a Jeep during World War II<sup>3</sup>. No garage door or barn door remains in position to confirm that building's use as a stable or garage. Despite the lack of specific historical references, the former Stable survives as one of the outbuildings that served the Surfside Life-Saving Station during its period of significance as a life-saving station and Radio Compass Station; as such it should be considered a contributing element to the compound of buildings that formed the historic life-saving station.

#### BIBLIOGRAPHY and/or REFERENCES

*see continuation sheet*

"Surfside Lifesaving Station on Nantucket Island". Preservation Institute: Nantucket, 1978.

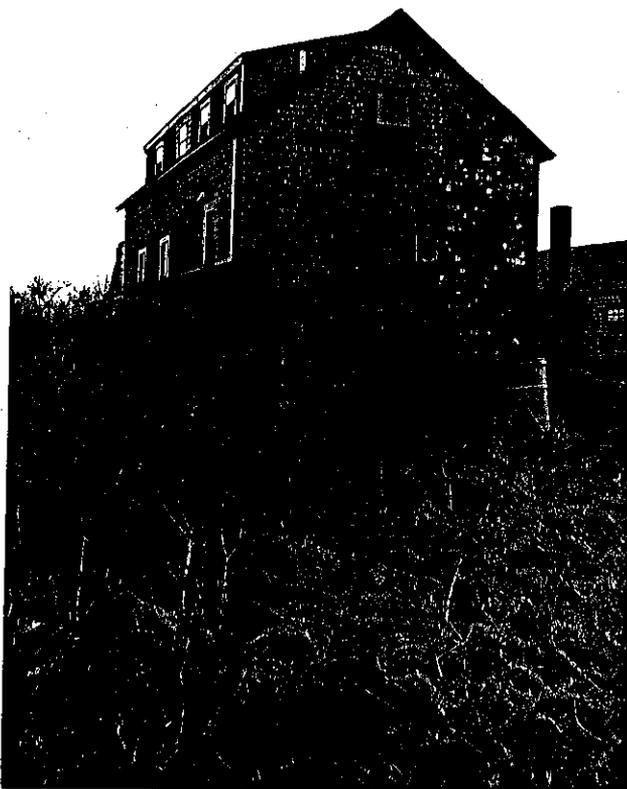
Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

<sup>2</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, Joe Folger Interview, Appendix A – Oral Histories, p. 3.

<sup>3</sup> "Surfside Lifesaving Station on Nantucket Island" Preservation Institute: Nantucket, 1978, John Gospie Interview; Joseph McCue Interview, Appendix A – Oral Histories, pp.5 & 6.



**MHC FORM B – Photo #1 of 2**  
MA: NANTUCKET – 31 Western Avenue - 2/24/05  
Surfside Life Saving Station Stable – façade (south) &  
east elevation



**MHC FORM B – Photo #2 of 2**  
MA: NANTUCKET – 31 Western Avenue - 2/24/05  
Surfside Life Saving Station Stable – north & west  
elevations

EXHIBIT G

United States Life Saving Station  
At Surfside  
Nantucket  
Nantucket County  
Massachusetts

HABS No. MASS-930

HABS  
MASS  
10-NANT  
49-

PHOTOGRAPHS  
WRITTEN HISTORICAL AND DESCRIPTIVE DATA

Historic American Buildings Survey  
Office of Archeology and Historic Preservation  
National Park Service  
Department of the Interior  
Washington, D. C. 20240

## HISTORIC AMERICAN BUILDINGS SURVEY

HABS No. MASS-930

## UNITED STATES LIFE SAVING STATION

HABS  
MASS  
10-NANT  
49-

Location: At Surfside (a cluster of summer cottages on the south shore), Nantucket Island, Massachusetts.

Present Owner: American Youth Hostels, Inc.

Present Occupant: Same

Present Use: Hostel

Brief Statement  
of Significance:

A carpenter gothic building, it was the first life saving station operated by the United States Government on Nantucket.

PART I. HISTORICAL INFORMATION

A. Physical History:

1. Original and subsequent owners:

1874 -- Built by U. S. Government as a Life Saving Station.

1962 -- Lilye D. Mason bought property.

1963 to date -- American Youth Hostels, Inc.

2. Date of erection: 1874,  
(Abstract, U. S. Life Saving Service Report 1910)

3. Architect: Not known.

4. Original plans, construction, etc.: Life saving stations were built to house every approved appliance for rescuing the ship-wrecked from stranded vessels. The cost was estimated to be between \$10,000 and \$15,000 each.

This building has elaborate exposed trusses at either end.

5. Notes on alterations and additions: Building has been remodelled for use as a dwelling, but much of the original construction remains.

B. Historical Events Connected with the Structure: Surfside is the name given to about four miles of coast on the south shore of Nantucket Island, about three and a half miles from the Town of Nantucket.

The U. S. Life Saving Service was founded in 1871 and although there were eventually four stations, the Surfside Station was

the first one operated on Nantucket. They were located at points where wrecks were unusually frequent. It was estimated that over five hundred shipwrecks occurred around the coast of the Island from the time of its first settlement by the white men to 1877.

A vacation guide published in 1889 mentions the following, "The Life Saving Station at Surfside is about twenty rods west of the Nantucket railroad depot. Here, for eight months of the year men nightly patrol the beach for three miles each way."

In 1877, the bark, W. F. Marshall, came ashore on the south side of the Island and through the efforts of the crew of the Surfside Station who made a line fast to the vessel with sling attached, the crew, fourteen in number, as well as the wife and child of the steward, were safely landed and cared for.

One of the saddest wrecks off Surfside was the loss of the three masted schooner, T. B. Witherspoon, in 1886, when seven lives were lost and only two saved.

As late as 1902 another of many rescue feats occurred when the lumber-laden schooner, Flyaway, went onto Handkerchief Shoal about thirty miles from Surfside and Captain Clisby and his crew from the Surfside Station, after five hours of work with their surf-boat, succeeded in saving five of the crew who were so exhausted they could have held out but a few hours longer.

The Life Saving Service and the Revenue Cutter Service were merged in 1915 to form the U.S. Coast Guard, and the Life Saving Stations were eventually abandoned.

#### C. Sources of Information:

1. Old views: Photographs of Surfside Station showing large doors to accommodate surf-boats, and photos of sequence of Practice Drill, taken in 1900 by M. L. Crosby and reproduced in Historic Nantucket, January, 1965; photographs in station and men drilling in 106 Views of Nantucket by John Henry Robinson, 1911; wreck of T. B. Witherspoon from original sketch by John J. Gardner in Wrecks Around Nantucket by Arthur H. Gardner, 1877; two photographs of the wreck of Warren Sawyer at Surfside in Fifty Glimpses of Nantucket by Murphy, 1897; drawing of life-boat on way to wreck by Alexander Seavern in By the Sea by Louise S. Baker, 1893.
2. Bibliography:  
Baker, Louise S. By the Sea. Nantucket: R. B. Hussey, Printer, 1893.

LIFE SAVING STATION  
HABS No. MASS-930 (Page 3)

Douglas-Lithgow, Robert Alexander. Nantucket, a History.  
New York and London: G. P. Putnam's Sons, 1914 (includes  
description of work carried on by the life-saving crew).

Gardner, Arthur H. Wrecks Around Nantucket. Nantucket: A. H.  
Gardner (pub.), 1877.

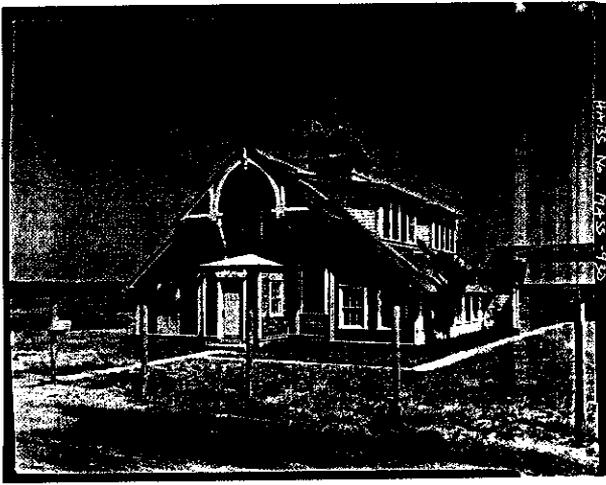
Prepared by Mrs. Marie M. Coffin  
Nantucket, Massachusetts  
August, 1966

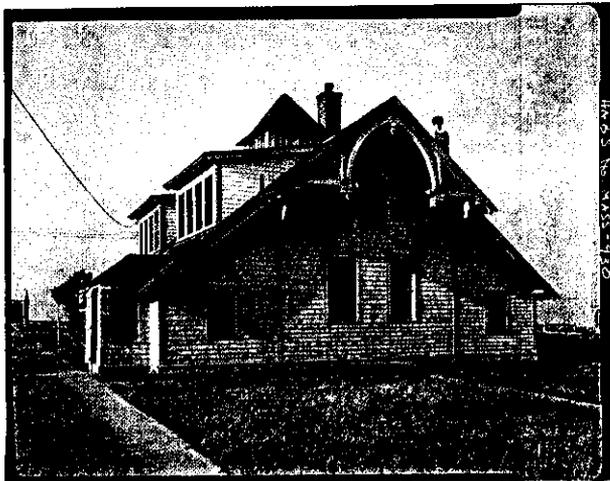
## PART II. PROJECT INFORMATION

These records were prepared for the Historic American Buildings Survey project on Nantucket, Massachusetts. They are part of a continuing HABS comprehensive survey of the early architecture and urban design of Nantucket financed by a grant from the Nantucket Historical Trust.

The project was under the general supervision of James C. Massey, Chief of the Historic American Buildings Survey. Historical information was provided by Mrs. Marie M. Coffin of Nantucket, Massachusetts. Photographs are by Cortlandt V. D. Hubbard of Philadelphia, Pennsylvania. The material was edited for deposit in the Library of Congress by Mrs. Constance Werner Ramirez, July 1971.







## EXHIBIT H

### RESTRICTION GUIDELINES DEFINING "MINOR MAINTENANCE" AND "MAJOR MAINTENANCE"

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Historic Buildings. Under Paragraph 3, prior permission from the Historic District Commission (HDC) is required for any Minor Maintenance that may materially change the exterior appearance, materials, colors or workmanship from that existing on the date this Restriction and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the exterior appearance, materials, colors or workmanship from that existing on the date of this Restriction does not require HDC 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 reglazing. 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 this Historic Preservation Restriction such changes must be reviewed by the HDC in order to assess their impact on the historic integrity of the Property, Historic Buildings, and other structures.

It is the responsibility of the Grantor to notify the HDC in writing when any Minor Maintenance that may reasonably be expected to change the exterior appearance, materials, colors 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 HDC to review proposed alterations and assess their impact on the integrity of the Property, the Historic Buildings, and other structures, not to preclude future change. HDC staff will attempt to work with the Grantor to develop mutually satisfactory solutions, which are in the best interests of the Property.

**NOTE:** These guidelines shall be applied only to maintenance work that affects the exterior appearance of the Historic Buildings or of the structural integrity of their original wooden frames.



# Town of Nantucket



## OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590



Catherine Flanagan Stover, CMC, CMMC  
Town & County Clerk

(508) 228-7217

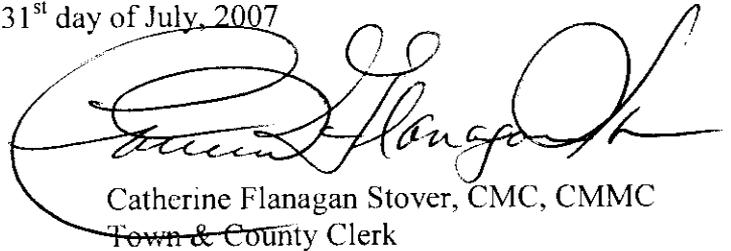
FAX (508) 325-5313

Home: (508) 228-7841

Email: [twnclerk@nantucket.net](mailto:twnclerk@nantucket.net)

I, Catherine Flanagan Stover, duly elected Clerk of the Town & County of Nantucket, hereby certify that pursuant to the Town and Charter of the Town of Nantucket, within the stated legal thirty-day time period, there was no appeal filed after the Board of Selectmen approval of a preservation restriction granted by the American Youth Hostels, pursuant to the authority of MGL Ch. 44B, and Article 2004 of the Annual Town Meeting.

Signed and certified this 31<sup>st</sup> day of July, 2007



Catherine Flanagan Stover, CMC, CMMC  
Town & County Clerk

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

APPOINTMENT OF ALTERNATE DESIGNEE

Pursuant to Section 20 of the Historic Preservation Restriction (the “Restriction”) between American Youth Hostels, Inc. (the “Grantor”) and the Town of Nantucket, acting by and through its Select Board (the “Grantee”) and the Historic District Commission (the “Designee”), as the designee to administer, manage and enforce the Restriction, of the property at 31 Western Avenue, Nantucket, Massachusetts, recorded with Nantucket County Registry of Deeds in Book 1095, Page 9, the Town of Nantucket Select Board hereby removes the HDC as the Designee and hereby appoints the Nantucket Preservation Trust, Inc. as the Alternate Designee of the Restriction.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_ 2020.

TOWN OF NANTUCKET  
By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella, and Melissa K. Murphy, the members of the Town of Nantucket Select Board, personally known to me to be the persons whose names are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose as the Town of Nantucket Select Board.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE OF APPOINTMENT AS ALTERNATE DESIGNEE

The Nantucket Preservation Trust, Inc. hereby accepts the appointment by the Town of Nantucket Select Board as the Alternate Designee of the Historic Preservation Restriction on the property at 31 Western Avenue, Nantucket, Massachusetts, recorded with Nantucket County Registry of Deeds in Book 1095, Page 9.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

NANTUCKET PRESERVATION TRUST, INC.

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, President and Treasurer respectively and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on this document and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# HISTORIC DISTRICT COMMISSION SPECIAL MEETING

2 Fairgrounds Road  
Nantucket, Massachusetts 02554  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

**Commissioners:** Raymond Pohl (Chair), Diane Coombs (Vice-chair), John McLaughlin, Abigail Camp, Vallorie Oliver,  
**Associate Commissioners:** Stephen Welch, Jessie Dutra

~~ MINUTES ~~

**Friday, September 11, 2020**

*This meeting was held via remote participation using ZOOM and YouTube,  
Pursuant to Governor Baker's March 12, 2020 Order Regarding Open Meeting Law*

Called to order at 10:00 a.m. and announcements by Mr. Pohl

Staff in attendance: Cathy Flynn, Land Use Specialist; Holly Backus, Preservation Planner  
Attending Members: Pohl, McLaughlin, Oliver, Welch  
Absent Members: Coombs, Camp, Dutra

Adoption of Agenda:

Motion **Motion to Approve the agenda. (Oliver)**  
Roll-call Vote Carried 4-0//McLaughlin, Welch, Oliver, and Pohl-aye

## I. PUBLIC COMMENT

None

## II. DISCUSSION OF HISTORIC PRESERVATION RESTRICTION AT 31 WESTERN AVENUE

**Documentation** 31 Western Avenue Preservation Restriction; HDC Enabling Legislation

**Public** Mary Bergman, Director Nantucket Preservation Trust (NPT)

**Discussion** **Pohl** – A few weeks ago, he got a call from the I&M about details on a preservation restriction on the youth hostel at 31 Western Avenue. he was unaware of the Preservation Restriction, which indicated the HDC was the administrator of it. He felt this put HDC in a domain outside its jurisdiction. Realtors are calling him about the Preservation Restriction. One thing mentioned in the restriction is that they have to come before the HDC for any exterior changes. He feels NPT would be better suited to be administrator of this and could enforce the restrictions and go further such as looking into zoning; there is a state rule that would allow the property to be subdivided.

**Bergman** – This restriction is an anomaly being administered by the HDC. Para 19 of the restriction lays out the desire to reassign this to NPT. We monitor more than 25 restrictions and have a monitoring system set up. An owner has been chosen. This would be a long-term relationship where NPT manages the restriction in perpetuity. Reassignment might require a vote by Town Meeting. This moment is the most critical regarding what happens to the structure. Community Preservation Committee (CPC) put money into this building. NPT would never supersede HDC authority.

**Backus** – Spoke to Town Counsel this morning and it is recommended to have alternative designee as the administrator of the restriction and it would not require Town-meeting approval. The Town would still hold the restriction. Suggested a motion to propose to the Select Board that they put appointment of NPT as an alternate designee on their agenda. Town Counsel would help Staff with the acceptance form required by NPT that would go on record with the deed restriction. She inspected the structure this week and will provide a photo in her inspection report. It is odd for the Town to hold a preservation restriction.

**Welch** – Concurs with Ms. Backus' comments; reviewed the documentation. The recommendation to Select Board to affect assignment under section 19 is the only legal way. Supports the concept and making a motion. Regardless of to whom this is transferred, there are particular protections the HDC could affect: this document puts in place that if there were any violations, they would end up in litigation. There's an important step HDC could do that would be beneficial is to designate the structure as protected; under protected status, the requirement is that it needs to be significant as defined in our code and architecturally significant and it be all these be in context or by itself. If we designate this as protected ahead of an application, that conveys the message that this is a significant structure that the HDC holds in high regard.

**Pohl** – A point of clarification, the restriction we are talking about covers all of the property and four structures on the property; 3 are definitely contributing. Giving over our administrative role does not take away HDC authority regarding our review process. Looking for a vote for this to go to the Select Board for reassignment of the administrator.

**McLaughlin** – Any change in this should go to Town Meeting; it is a public building and they should have a voice.

**Backus** – That pertains to Section 19; if the Town chooses to relinquish full authority of the restriction to a non-Town entity, that would require an act of Town Meeting because the entire population of the Island has an interest in the property as a historical resource. Section 20 allows the opportunity for the Town to alternate a designee to uphold the management. Our staff doesn't have the manpower to monitor the restriction; it would be better to relinquish that power; the Town would not relinquish any rights.

**McLaughlin** – The HDC should do their job under the State Act. Any changes should go through Town Meeting and the public have the opportunity to speak; not the Select Board.

**Welch** – Mr. McLaughlin makes an important point; however, our recommendation would be to reassign the administrator of the restriction; the Select Board would have to make that decision at a publicly noticed meeting with public comment.

Motion

**Motion to Recommend the Select Board assign, under the terms of Section 19, this restriction to the Nantucket Preservation Trust, Inc. and to do anything in regard to affect that assignment. (Welch)**

Roll-call Vote

Carried 4-0//Oliver, McLaughlin, Welch, and Pohl-aye

**Bergman** – To Mr. Welch’s earlier point about the designated buildings, Form B, of the Preservation Restriction highlights those buildings.

**Backus** – All the designated buildings are subject to the agreement. The Lifesaving station was built in 1874 with the additions done in 1884. The cottage was originally built as a privy in 1884. The dormitory was built between 1900 and 1919. The shed was built in 1930; it’s the only one with a caveat.

**Pohl** – All four buildings would be eligible for protected status. Asked whether or not to continue this discussion; he’d prefer to rule now than to allow this to languish.

**Welch** – We have sufficient information on the record to make a determination as to being Protected. The main building, cottage and dormitory are referred to as “historic buildings.” Recommend we rule on those three.

**McLaughlin** – When he was a kid it was known as Station Avenue; the site plan calls it Station Street. He’s not happy with all the street name changes going on and would prefer it remain Station Avenue.

**Welch** – Noted that his inclination is to be more thorough than less regarding the designation.

Motion

**Motion to Designate the following, each and together, as Protected structures:**

a) the former Surfside Life Saving Station, now known as the Star of the Sea Youth Hostel (“the Main Building”), which contains a Victorian Gothic Style, two-story, wood-frame structure built in approximately 1874 and flanking Shingle Style shed additions built approximately 1884;

b) a one-story, wood-frame structure built originally as a privy and storehouse now converted to residential use and known as the Surfside Life Saving Station (“the Cottage”);

c) the former Stable, now known as the Dormitory (“the Dormitory”), which is a one-and-one-half-story, wood-frame structure of vernacular design built approximately between 1900 and 1919.

With the Main Building, the Cottage, and the Dormitory, each and together, being in the public interest to preserve or rehabilitate, as structures that are:

i) 50 years old or older, and;

ii) associated with one or more historic figures or events, or with broad island architectural, or cultural, or political, or economic or social, history; and/or;

iii) of historic, cultural, or architectural significance, themselves and in context with other buildings, in terms of period, style, method of building construction, or due to association with a noted architect or local builder.

(Welch)

Roll-call Vote

Carried 4-0//Oliver, McLaughlin, Welch, and Pohl-aye

**III. OTHER BUSINESS**

Discussion of information needed to move forward with a discussion of Memorandum of Understanding (MOU) with the Historical Commission.

Documentation HDC/Historical Commission MOU; HDC Enabling Legislation

Historical Angus MacLeod

Commission Georgian Raysman

Micky Rowland

Discussion **Pohl** – At our joint meeting with the Historical Commission, we discussed having an MOU; Select Board has asked Town Counsel to weigh in on that MOU. He’d like to hear from Town Counsel

**McLeod** – Ms. Backus could answer any technical questions. Thanked the HDC for bringing this up.

**Welch** – He supports the overall concept and sending it to Town Counsel. Asked we clarify that we are looking for Town Counsel input with respect to HDC matters. The Select Board might be doing that with respect to overall Town matters but not HDC matters. We might also in our request for opinion ask how to strengthen the Historical Commission position with respect to the admission under local government status.

**Oliver** – Nothing to add.

**McLaughlin** – Nothing to add.

**Pohl** – We are going to wait for Town Counsel opinion. To Mr. Welch’s point, we would like to enlist the services of Town Counsel with the respect of the MOU as seen through the eyes of the HDC as opposed to through the eyes of the Select Board. Asked how to go about making that request.

**Backus** – She did not submit for Town Counsel for opinion and support on this particular issue; it was done by the Planning Director. She believes that request was to ensure there were no issues with the HDC special legislation as well as ensure it doesn’t conflict with the Town Charter.

**Pohl** – He can touch base with Andrew Vorce on when to expect a response from Town Counsel.

**Welch** – He had thought the request had come from the Select Board; thanked Ms. Backus for the information it came with much broader strokes.

**Backus** – Asked if there were any concerns on the MOU itself. The Coordinator would be someone like herself as the Preservation Planner.

**Pohl** – Asked if there were any other comments.

**Raysman** – Thanked the HDC for considering this and moving it along. It will be helpful for the Town to access funds.

Adjournment:

Motion

Roll-call Vote

**Motion to Adjourn at 10:56 a.m.** (McLaughlin)

Carried 4-0//Welch, Oliver, McLaughlin, and Pohl-aye

Submitted by:

Terry L. Norton

PROPOSED

SB 10/14

## Nantucket Pond Coalition Update

The Pond Coalition was established in 2015 to restore, maintain and protect the ponds of Nantucket, particularly the public “Great Ponds”.

Since that time we have raised \$415,000 from 8 conservation donors and over 70 individual donors to accomplish that mission.

We have:

- Harvested 24,000 lbs of excess vegetation from Hummock Pond

- Won a \$30,000 604 (b) Federal Grant to establish the source of excess nutrient from Miacomet and Hummock Ponds (nutrient is in the sediment).

Have made an extensive review and cost estimation of the use of aluminum compounds to mitigate toxic algae from the ponds

- Helped with renegotiating the Hummock and Miacomet Pond federal permits to allow openings for flood control and have assisted with the ground water meters to help gauge water levels

- Eliminated over 30 acres of invasive phragmites on Long, Hummock and Miacomet Ponds in order to restore the original shoreline of the pond and improve the ecology of the ponds. Here is a short video of the use of the marsh master in this island wide campaign and another short video of the pre and post treatment of the Hummock Pond shoreline

In 2021 we plan to work on:

(1) Consue Springs

-In partnership with NLB and TON, to eliminate the invasive phragmites in Consue Springs to open the view to the harbor from Orange Street and prepare the site for further infrastructure restoration in the



future.

What are the Select Board's thoughts on this proposed project?

(2) Dredge Miacomet Pond

After six years of thought and field work, The Pond Coalition has resisted the annual use of the aquatic harvester for excess pond vegetation ( we think we are just pruning the seeded plants, not eliminating them) and have hesitated, as well, with the application of thousands of gallons of aluminum compound to mitigate toxic algae from the ponds.

We feel the only genuine long term solution to restoring pond “water quality” is to dredge the silt from the pond bottom. The only pond we can afford to do that is Miacomet, at 42 acres, the smallest Great Pond. We also, of course, need to mitigate additional nutrient going into the ponds from the watershed.

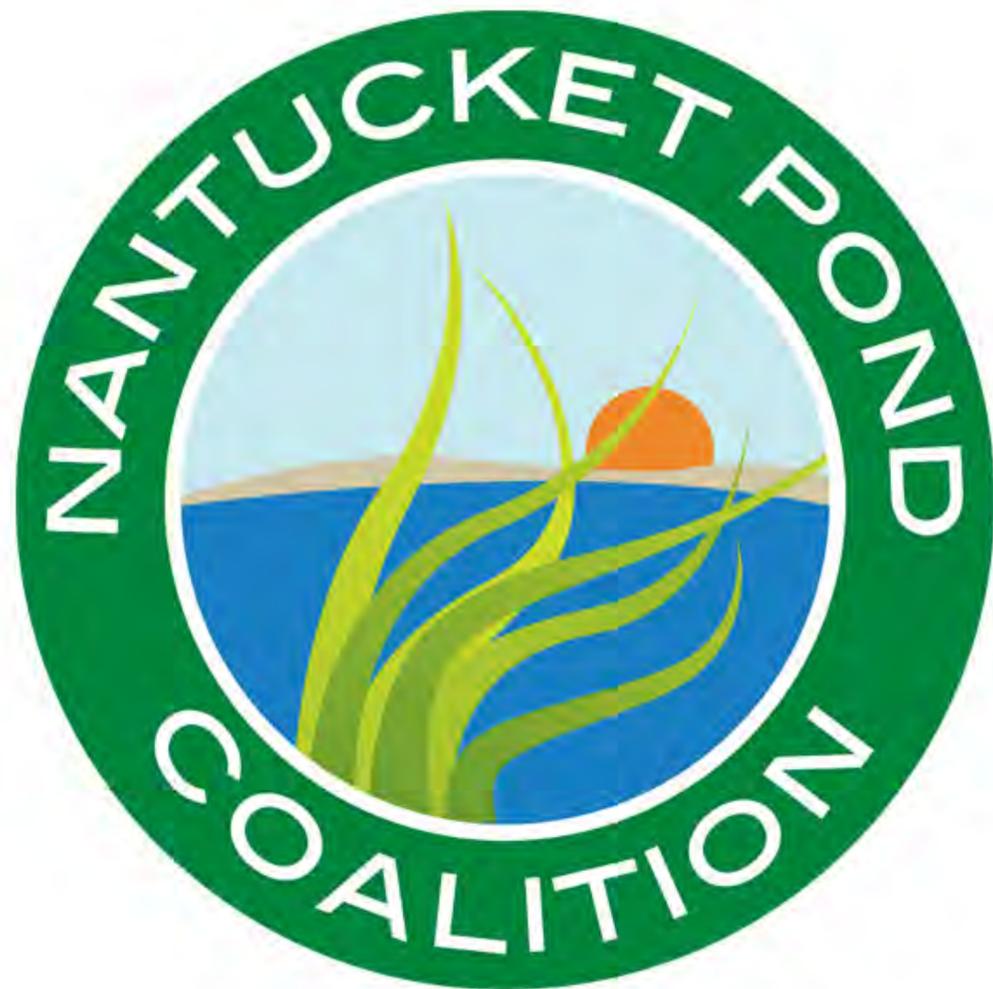
Hence we will be exploring requesting significant funds be included in the Capital Improvement Plan to finance dredging Miacomet. This would be matched equally by private funding.

Dredging the pond would “turn back the clock” on the excessive nitrogen and phosphorus in the pond and restore it to a clean, swimmable freshwater pond.

What are the Select Board’s thoughts on this proposal?

We want to thank the Town for all the support The Nantucket Pond Coalition has gotten that has allowed us to accomplish these projects.

Robert Williams  
Founder, Nantucket Pond Coalition  
October 14, 2020



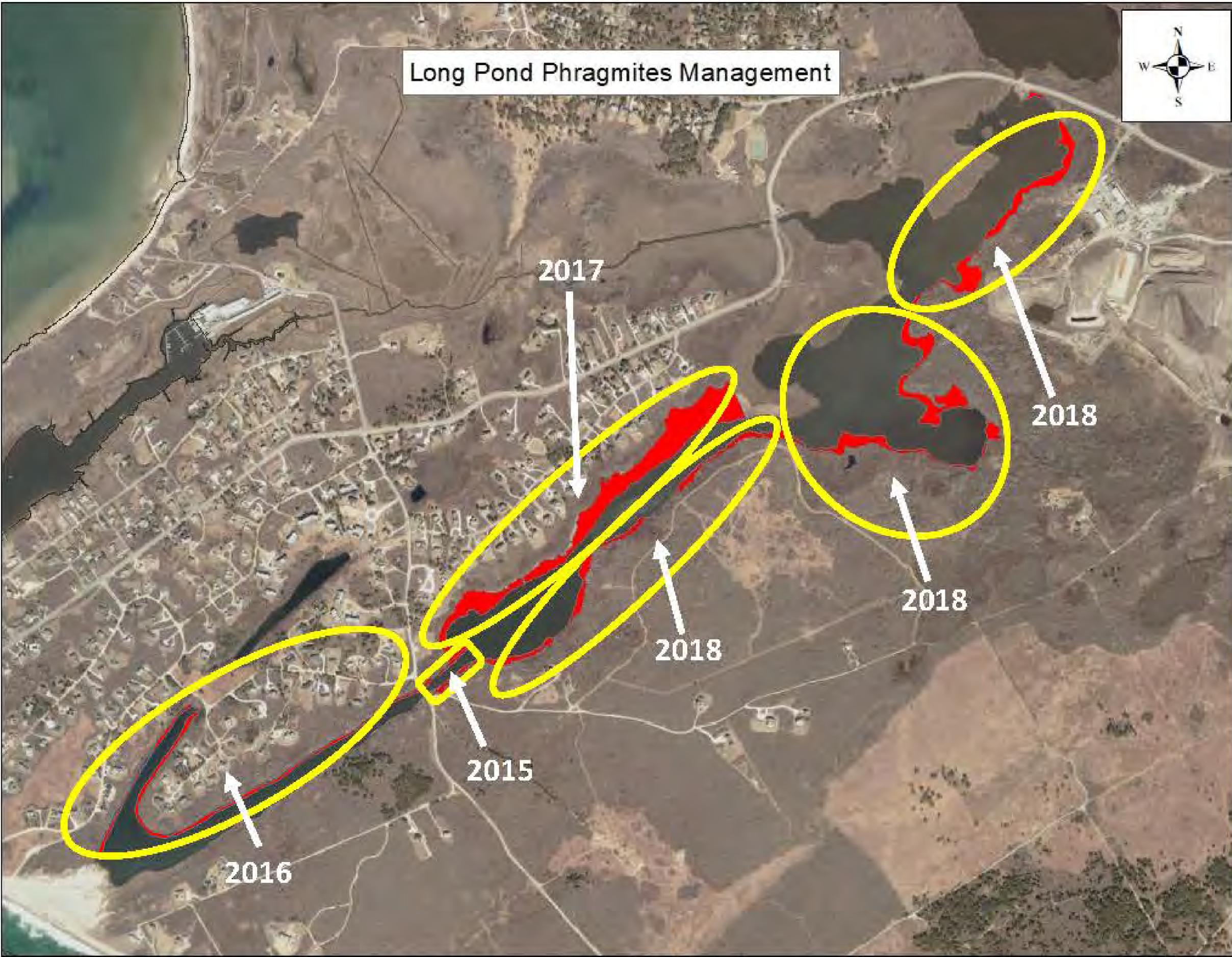
Nantucket Pond Coalition Update  
to the Select Board October 2020







# Long Pond Phragmites Management

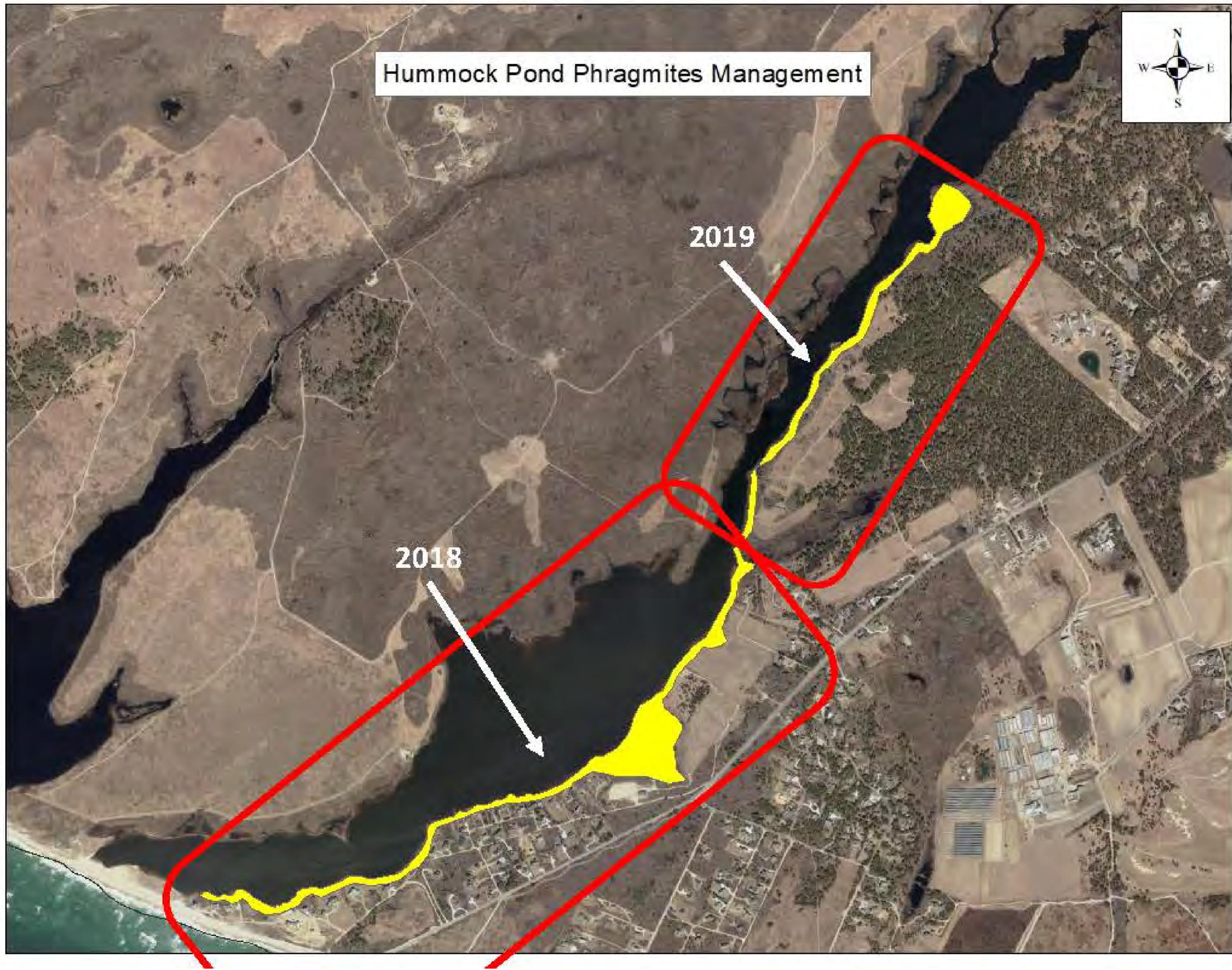


# Hummock Pond Phragmites Management



2019

2018



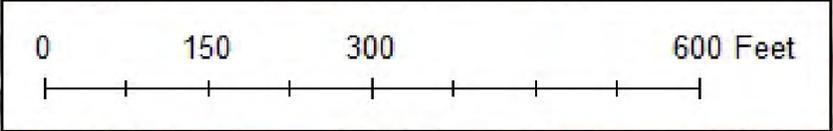
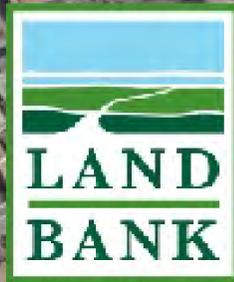
# Miacomet Pond Phragmites Management



2018













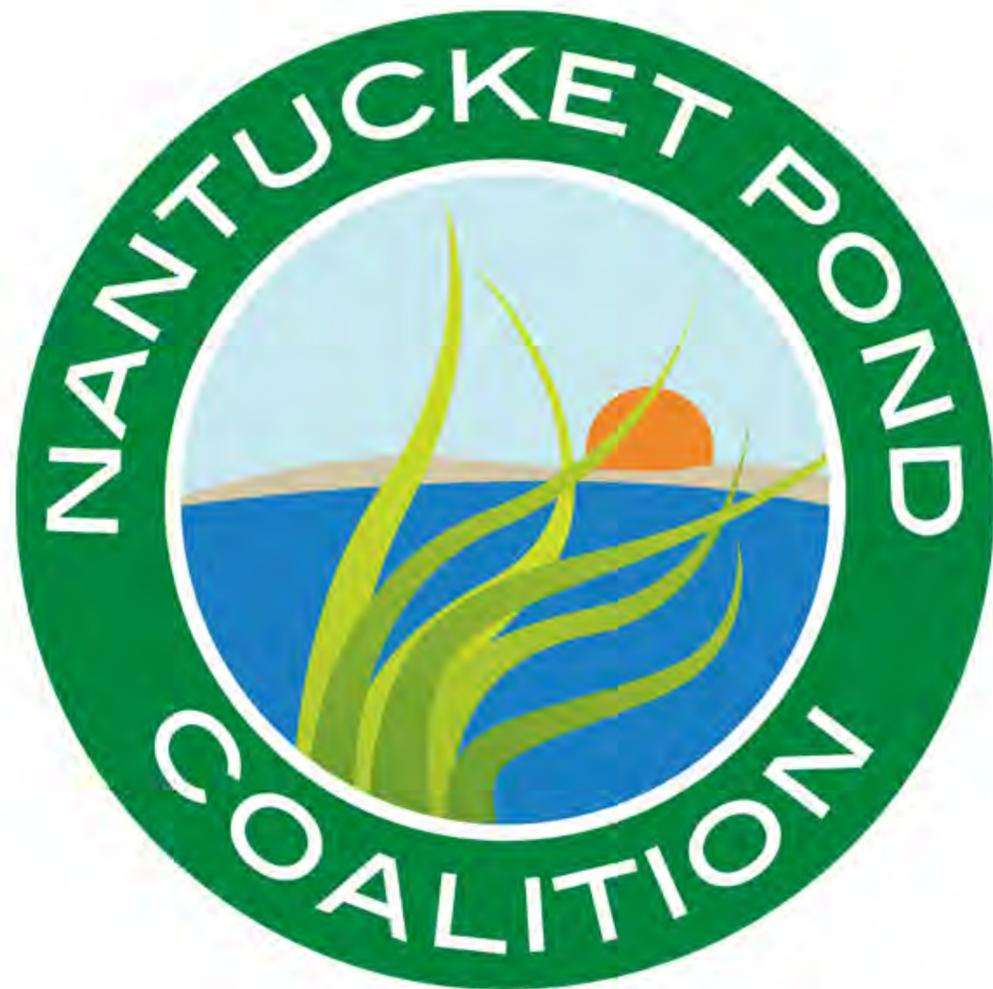








**MIACOMET POND**



THANK YOU!

The Town of Nantucket has done a great job helping to restore and maintain the Great Ponds of Nantucket!



## Agenda Item Summary

Agenda Item #	IX. 1.
Date	10/14/2020

### Staff

Ken Beaugrand, Real Estate Specialist

### Subject

Completion of the Land Exchange Agreement approved at the 2020 ATM and executed September 9, 2020 between the Town and Myles Reis, Jr. as Manager of Keep on Trucking, LLC ("Reis") for acquisition of a portion of his land to construct a new sewer pump station in exchange for the delivery to Reis of the deeds to three lots on Shadbush Road.

### Executive Summary

There are three parts to this transaction that are to be completely simultaneously. The first is to accept the deed of Parcel A, Surfside Road, where the new sewer pump station will be constructed; the second is to accept the Sewer and Access and Temporary Construction easements over the Reis property on Windy Way for access; and the third is to transfer to Reis the Deed for the 10, 14 and 16 Shadbush Road parcels which abut Reis's other property on Shadbush Road.

### Staff Recommendation

Proceed with the acceptance of the Deed and Easements and the execution and delivery of the Deed.

### Background/Discussion

This matter is critical to the sewer improvements and was approved at the Annual Town Meeting in June of this year. The documents have been reviewed and approved by Town Counsel.

Impact: Environmental     Fiscal     Community     Other

Addresses the need for the upgrade of sewer system as approved by the DEP

### Board/Commission Recommendation

Approved by Finance Committee and Select Board at 2020 ATM

### Public Outreach

Approved at 2020 Annual Town Meeting

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

Fits within environmental goals of the strategic Plan

### Attachments

Deed and Easements, Plans and Settlement Statements



**QUITCLAIM DEED**

**Keep on Trucking, LLC**, a Massachusetts limited liability company, having its principal place of business at PO Box 125, Nantucket, Massachusetts (the “Grantor”) in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, grants with quitclaim covenants to the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Select Board, having its address at Town & County Building, 16 Broad Street, Nantucket, Massachusetts (the “Grantee”), a certain parcel of land located on Surfside Road in Nantucket, Massachusetts, shown as Parcel A on a plan of land entitled “Division Plan of Land Prepared for: Town of Nantucket and Keep on Trucking, LLC,” dated August 3, 2020, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-36, containing 11,204± square feet as shown on said Plan.

Being a portion of the premises conveyed to Grantor described in Deed recorded with said Deeds in Book 1065, Page 228.

No Deed Stamps are due on this conveyance pursuant to G.L. c. 64D, § 1.

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

KEEP ON TRUCKING, LLC

By: \_\_\_\_\_  
Myles M. Reis, Jr. Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Myles M. Reis, Jr. as Manager of Keep on Trucking, LLC 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 he signed it voluntarily and of his free act and deed for its stated purpose.

\_\_\_\_\_  
Official Signature and Seal of Notary Public  
My commission expires:

ACCEPTANCE OF DEED

The undersigned Select Board of the Town of Nantucket hereby accept the foregoing deed of Parcel A, Surfside Road in said Nantucket, from Keep on Trucking, LLC, pursuant to the authority of the vote of Article 100 of the 2020 Annual Town Meeting held on June 23, 2020, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF NANTUCKET  
SELECT BOARD

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

\_\_\_\_\_  
Jason Bridges

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

\_\_\_\_\_  
Kristie L. Ferrantella

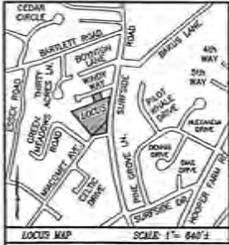
\_\_\_\_\_  
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy, as Members of the Select Board of the Town of Nantucket who proved to me by satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the free act and deed of the Select Board of the Town of Nantucket.

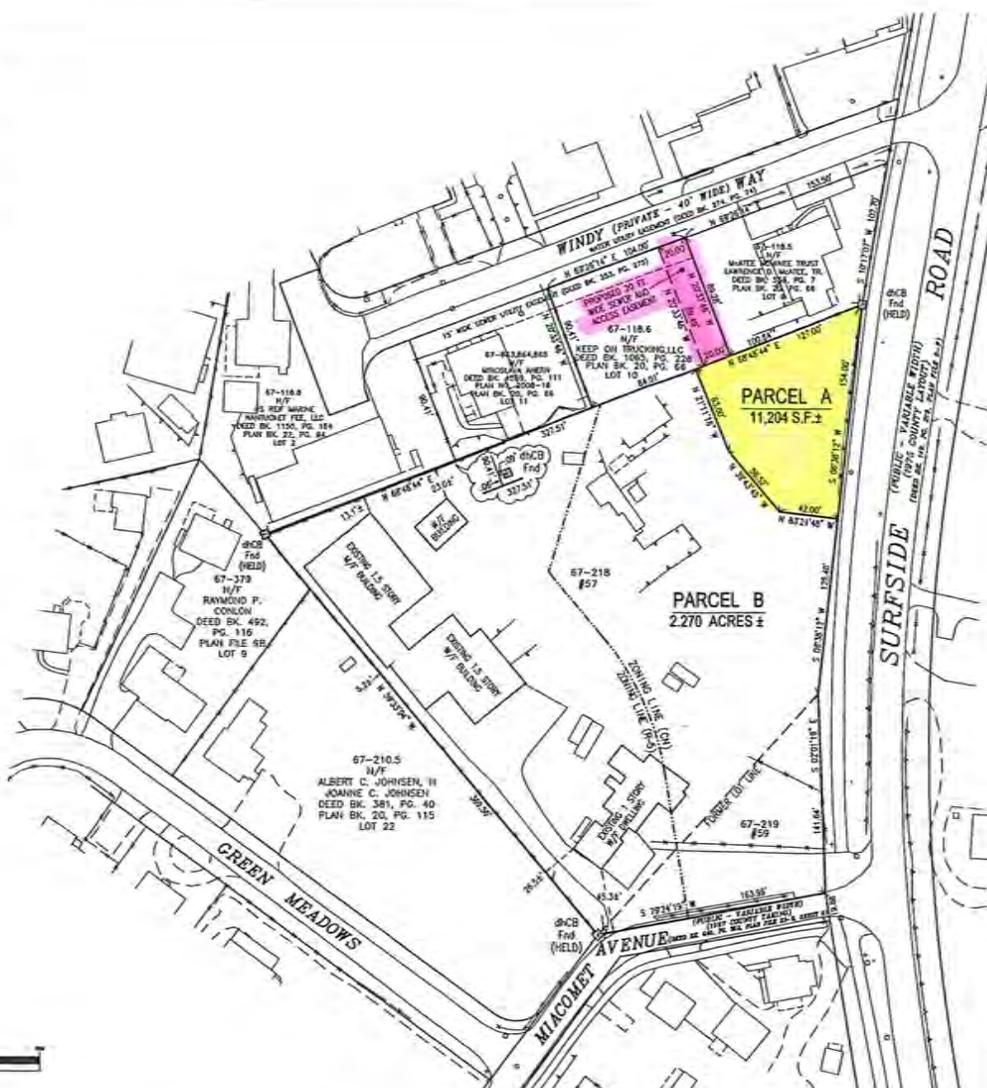
\_\_\_\_\_  
Notary Public  
My Commission



NANTUCKET REGISTRY OF DEEDS  
 Date: September 8, 2020  
 Time: 3:48 pm  
 Plan No.: 2020-36  
 C. A. Blackwell & Associates  
 Register  
 Sheet 1 of 1

CURRENT ZONING CLASSIFICATION:  
 Residential S (R-S)  
 MINIMUM LOT SIZE: 5000 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR/SIDE SETBACK: 5 FT./10 FT. 1 SIDE  
 GROUND COVER %: 40 %

CURRENT ZONING CLASSIFICATION:  
 Commercial Neighborhood (CN)  
 MINIMUM LOT SIZE: 7,500 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 15 FT.  
 REAR/SIDE SETBACK: 10 FT./15 FT.  
 GROUND COVER %: 40%



**GENERAL NOTES**

1. THIS PLAN REPRESENTS A SUBDIVISION OF MAP 67, PARCELS 218 & 219, AS SHOWN ON THE OFFICIAL TAX MAPS OF THE TOWN OF NANTUCKET.
2. A PORTION OF THE SITE LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 250230J/ MAP NO. 2501900080G, EFF. DATE: 6/9/2014 FLOOD ZONE DEFINED AS: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE Zone X.
3. THE SITE IS LOCATED WITHIN THE PUBLIC WELLHEAD RECHARGE DISTRICT: AS DETERMINED FROM THE TOWN OF NANTUCKET WATER RESOURCES PROTECTION PLAN DATED JANUARY 1990.
4. TO THE BEST OF MY KNOWLEDGE, THERE ARE NO KNOWN WETLAND RESOURCE AREAS WITHIN 100 FEET OF THE SUBJECT PARCEL.
5. STRUCTURES SHOWN ON MAP: 67, PARCEL 218 (#57 SURFSIDE RD) WILL BE RAZED AFTER AR (FORM B) ENDORSEMENT AND LOTS ARE SOLD.

**DISPOSITION OF LOTS:**  
 PARCEL A WILL BE CONVEYED TO THE TOWN OF NANTUCKET FOR THEIR USE AS ALLOWED UNDER ARTICLE 100 / ATM 2020.  
 PARCEL B TO BE RETAINED BY OWNER, KEEP ON TRUCKING, LLC AND IS PROPOSED TO BE SUBDIVIDED UNDER AN APPROVAL REQUIRED SUBMISSION.

**Nantucket Planning Board**

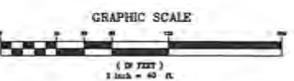
APPROVAL UNDER THE  
 SUBDIVISION CONTROL LAW  
 NOT REQUIRED

[Signatures and dates]  
 Date Signed: 08-13-2020  
 File #: PLSUB-2020-08-0078

**OWNERS REFERENCE:**

#57 SURFSIDE ROAD  
 KEEP ON TRUCKING LLC  
 DEED BK: 1065, PG: 228  
 PLAN NO.: 14, PAGE 21  
 (MAP: 67, PARCEL: 218)

#59 SURFSIDE ROAD  
 KEEP ON TRUCKING LLC  
 DEED BK: 1065, PG: 228  
 PLAN NO.: 14, PAGE 32  
 (MAP: 67, PARCEL: 219)



V:\DRAWINGS\2020\20-08-0078.dwg 7/30/2020 8:25:05 PM EDT

NO.	DATE	DESCRIPTION	BY

THE PLANNING BOARD DETERMINES THAT:  
 (a) LOTS A & B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.  
 PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF COMPLIANCE UNDER ZONING.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 C. A. Blackwell & Associates  
 PROFESSIONAL LAND SURVEYOR



**BLACKWELL & ASSOCIATES, Inc.**  
 PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS  
 20 TEASDALE CIRCLE  
 NANTUCKET, MASSACHUSETTS 02554  
 (508) 228-9025  
 www.blackwellsurvey.com

**DIVISION PLAN of LAND**  
 PREPARED FOR:  
**TOWN OF NANTUCKET and KEEP ON TRUCKING, LLC**  
 SCALE: 1" = 40' AUGUST 3, 2020  
 Design/Drawn by: LJA  
 Approved by: LJA/col/PLS  
**SHEET 1 OF 1** B-7065

## EASEMENT AGREEMENT

This Easement Agreement (this “Easement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Keep on Trucking, LLC**, a Massachusetts limited liability company, having an address of PO Box 125, Nantucket, Massachusetts 02554 (the “Grantor”), and the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “Grantee”).

Whereas, Grantor is the owner of a certain parcel of land located at 57 Surfside Road, Nantucket Massachusetts, shown as Parcel B on a plan of land entitled “Division Plan of Land Prepared for: Town of Nantucket and Keep on Trucking, LLC,” dated August 3, 2020, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-36 (the “Plan”) and also a certain parcel of land located at 4 Windy Way, Nantucket, Massachusetts, shown as Lot 10 on a plan of land recorded with Nantucket County Registry of Deeds in Plan Book 20, Page 66, both owned by virtue of a deed recorded with said Deeds in Book 1065, Page 228 (together, the “Grantor Property”); and

Whereas, the Grantee is the owner of a certain parcel of land located on Surfside Road, and shown as “Parcel A” on said Plan and described more particularly in a Deed recorded simultaneously herewith in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Grantee Property” or the “Benefited Property”), which abuts the Grantor Property;

Whereas, Grantee intends to construct a sewer pumping station and appurtenant facilities on the Benefited Property, which will require access to the Benefited Property from Windy Way and which will require constructing a driveway access;

Whereas, Grantee has requested the Grantor grant an easement to Grantee over a portion of the Grantor Property, appurtenant to the Benefited Property, in, on and over the Easement Premises (defined herein) for access to and from the Benefited Property and for sewer purposes and a temporary construction easement along the property line between Parcels A and B shown on said Plan for purposes of grading the site along the property line;

Whereas, Grantor has agreed to grant the Grantee an access and sewer easement and a temporary construction easement as requested, subject to such limitations and conditions as set forth herein.

Now therefore, for consideration paid of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Easement Premises; Permitted Uses. The Grantor hereby grants with quitclaim covenants to the Grantee, its successors and assigns, (a) a permanent non-exclusive access easement for sewer purposes in, under, over and upon a portion of the Grantor Property shown as “Proposed 20 Ft. Wide Sewer and Access Easement” on said Plan (the “Access Easement”) for purposes of pedestrian and vehicular access and egress to and from Parcel A to Windy Way and for the construction, operation, maintenance and repair of said access in the 20 foot wide easement for the sewer facilities to be constructed on Parcel A; and (b) a ten (10) foot wide temporary construction easement on a portion of the Grantor Property along the property line between Parcel A and Parcel B and along the west side of the above-referenced twenty (20) foot wide Access Easement on 4 Windy Way for the purpose of grading by the Grantee of the site on Parcel A from the 24 foot elevation along the property line to the existing lower elevations on Parcel B (together, the “Easement Premises”).

2. Maintenance and Repair of the Access Easement. The Grantee has sole responsibility at its cost and expense for maintenance, operation and repair of the Access Easement. The Grantee may: (a) remove any trees or brush within the Access Easement necessary for pedestrian or vehicular travel, (b) pave the Access Easement, and (c) may take such other actions to make the Access Easement safe for passage. The Grantee shall have the obligation to maintain the Access Easement (including removing snow and ice therefrom) in a safe and clean condition. Grantee shall give written notice to the Grantor at least three (3) days prior to undertaking any work within the Easement Premises, however such prior notice shall not be required for emergency repairs or routine maintenance that does not interfere with the Grantor’s use of the Access Easement. All work and improvements performed by Grantee shall be in compliance with all federal, state and local laws and regulations rules and by-laws.

3. Construction. All work done within the Access Easement by Grantee shall be done in a good and workmanlike manner and using materials of good quality. During the exercise of the rights hereby granted, Grantee shall at all times conduct itself so as not to unreasonably interfere with the Grantor’s use of the rest of the Grantor Property and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. Grantee shall repair or restore any damage or disturbance it causes to the Access Easement or any improvements made thereto by the Grantee to their original condition as reasonably practicable, at Grantee’s sole expense. Following construction and upon start of operation of the sewer facility on Parcel A, the Grantee shall no longer have any rights or interest in the Grantor’s Property outside of the 20-foot Wide Sewer and Access Easement on said Plan.

4. Hazardous Materials. Grantee agrees that it shall not, nor permit any other party to, bring onto, store, use, release and/or dispose of any hazardous materials, hazardous substances, oil or other toxic materials on the Grantor Property, including the Access Easement, and shall to the extent permitted by law indemnify, defend and hold harmless the Grantor from any and all claims, causes of action, administrative actions, administrative penalties, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation, any and all costs associated with the removal and clean-up of hazardous

substances, attorneys' fees, consultant and expert fees) caused by or resulting from the presence, use, storage, generation or disposal of hazardous substances by Grantee and/or its agents, employees, contractors, representatives and/or invitees (with Grantee, the "Grantee Parties") on or about the Grantor Property.

5. Liens. Grantee shall not permit any mechanics' liens or similar liens to remain upon the Grantor Property for labor and materials furnished to Grantee in connection with work of any character performed at the direction of Grantee and Grantee shall cause any such lien to be released of record without cost to the Grantor.

6. Notice. Any notice required or given under this Agreement shall be deemed duly served if hand delivered, mailed by registered or certified mail return receipt requested, postage prepaid by United States Postal Service, or sent by overnight delivery addressed to the parties at the addresses set forth above, which may be changed with like notice.

7. Indemnification. The Grantee and its successors and assigns, shall to the extent permissible by law, indemnify, defend and hold the Grantor harmless from and against all claims, demands, suits, actions, costs, expenses, damages, (including personal injury and property damage), judgments, and liabilities of any nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees), imposed upon, incurred by, or asserted against the Grantor, its agents, employees, successors or assigns, by reason of, or in consequence of any death, personal injury or property damage that occurs in, on, or around the Easement Premises in connection with any exercise of the rights granted to the Grantee hereunder, any failure by Grantee to comply with the provisions of this instrument, and/or the use of the Easement Premises by Grantee or any of the other Grantee Parties.

8. Insurance. During the construction of any work undertaken pursuant to this Easement, Grantee and/or its contractor shall obtain and maintain a policy of public liability insurance, including coverage for bodily injury, wrongful death and property damage, with insurance companies qualified to do business in the Commonwealth of Massachusetts. Such policy shall be non-cancellable and non-amendable without thirty (30) days' prior notice to the Grantor and shall be in at no less than the following amounts: One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Prior to the commencement of any work, and at the Grantor's request, Grantee shall deliver to the Grantor certificates of insurance showing compliance with the terms hereof.

9. Miscellaneous.

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

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

(c) This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified, except in writing by both parties.

*Signatures pages to follow.*

Executed under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

KEEP ON TRUCKING, LLC

By: \_\_\_\_\_  
Myles M. Reis, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Myles M. Reis, Jr., Manager of Keep on Trucking, LLC, 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 he signed it voluntarily for its stated purpose on behalf of Keep on Trucking, LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

ACCEPTANCE OF EASEMENT

We, the undersigned Select Board of the Town of Nantucket, hereby accept the foregoing Easement Agreement from Keep on Trucking, LLC pursuant to the authority of the vote of Article 100 of the 2020 Annual Town Meeting held on June 23, 2020.

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF NANTUCKET  
SELECT BOARD

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

\_\_\_\_\_  
Jason Bridges

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

\_\_\_\_\_  
Kristie L. Ferrantella

\_\_\_\_\_  
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board of the Town of Nantucket who proved to me by satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the free act and deed of the Select Board of the Town of Nantucket.

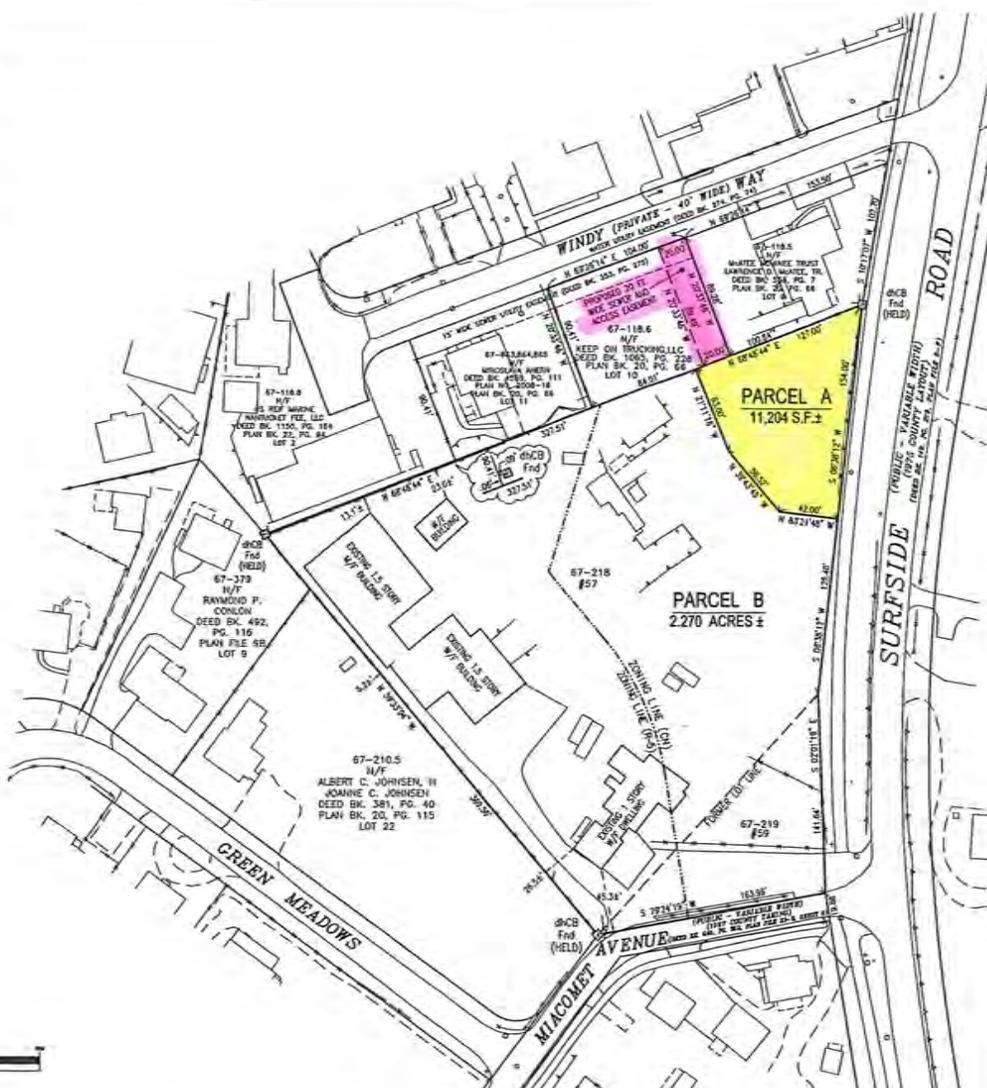
\_\_\_\_\_  
Notary Public  
My Commission Expires:



NANTUCKET REGISTRY OF DEEDS  
 Date: September 8, 2020  
 Time: 3:48 pm  
 Plan No.: 2020-36  
 C. A. Blackwell & Associates  
 Register  
 Sheet 1 of 1

CURRENT ZONING CLASSIFICATION:  
 Residential S (R-S)  
 MINIMUM LOT SIZE: 5000 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 10 FT.  
 REAR/SIDE SETBACK: 5 FT./10 FT. 1 SIDE  
 GROUND COVER %: 40 %

CURRENT ZONING CLASSIFICATION:  
 Commercial Neighborhood (CN)  
 MINIMUM LOT SIZE: 7,500 S.F.  
 MINIMUM FRONTAGE: 50 FT.  
 FRONT YARD SETBACK: 15 FT.  
 REAR/SIDE SETBACK: 10 FT./15 FT.  
 GROUND COVER %: 40%



**GENERAL NOTES**

1. THIS PLAN REPRESENTS A SUBDIVISION OF MAP 67, PARCELS 218 & 219, AS SHOWN ON THE OFFICIAL TAX MAPS OF THE TOWN OF NANTUCKET.
2. A PORTION OF THE SITE LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 250230 / MAP NO. 2501900080, EFF. DATE: 6/9/2014 FLOOD ZONE DEFINED AS: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE Zone X.
3. THE SITE IS LOCATED WITHIN THE PUBLIC WELLHEAD RECHARGE DISTRICT: AS DETERMINED FROM THE TOWN OF NANTUCKET WATER RESOURCES PROTECTION PLAN DATED JANUARY 1990.
4. TO THE BEST OF MY KNOWLEDGE, THERE ARE NO KNOWN WETLAND RESOURCE AREAS WITHIN 100 FEET OF THE SUBJECT PARCEL.
5. STRUCTURES SHOWN ON MAP: 67, PARCEL 218 (#57 SURFSIDE RD) WILL BE RAZED AFTER AR (FORM B) ENDORSEMENT AND LOTS ARE SOLD.

**DISPOSITION OF LOTS:**  
 PARCEL A WILL BE CONVEYED TO THE TOWN OF NANTUCKET FOR THEIR USE AS ALLOWED UNDER ARTICLE 100 / ATM 2020.  
 PARCEL B TO BE RETAINED BY OWNER, KEEP ON TRUCKING, LLC AND IS PROPOSED TO BE SUBDIVIDED UNDER AN APPROVAL REQUIRED SUBMISSION.

**Nantucket Planning Board**

APPROVAL UNDER THE  
 SUBDIVISION CONTROL LAW  
 NOT REQUIRED

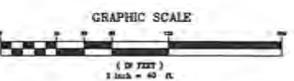
[Signature]  
 [Signature]  
 [Signature]

**OWNERS REFERENCE:**

#57 SURFSIDE ROAD  
 KEEP ON TRUCKING LLC  
 DEED BK: 1065, PG: 228  
 PLAN NO.: 14, PAGE 21  
 (MAP: 67, PARCEL: 218)

#59 SURFSIDE ROAD  
 KEEP ON TRUCKING LLC  
 DEED BK: 1065, PG: 228  
 PLAN NO.: 14, PAGE 32  
 (MAP: 67, PARCEL: 219)

Date Signed: 08-13-2020  
 File #: PLSUB-2020-08-0078



V:\WORKFILES\27065\B-7065 8-17-20 AHR.dwg 7/30/2020 8:25:05 PM EDT

NO.	DATE	DESCRIPTION	BY

THE PLANNING BOARD DETERMINES THAT:  
 (a) LOTS A & B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.  
 PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF PERFORMANCE UNDER ZONING.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 C. A. Blackwell 8/17/20  
 PROFESSIONAL LAND SURVEYOR DATE



**BLACKWELL & ASSOCIATES, Inc.**  
 PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS  
 20 TEASDALE CIRCLE  
 NANTUCKET, MASSACHUSETTS 02554  
 (508) 228-9025  
 www.blackwellsurvey.com

**DIVISION PLAN of LAND**  
 PREPARED FOR:  
**TOWN OF NANTUCKET and KEEP ON TRUCKING, LLC**  
 SCALE: 1" = 40' AUGUST 3, 2020  
 Design/Drawn by: LJA  
 Approved by: LJA/col/PLS  
**SHEET 1 OF 1** B-7065

## QUITCLAIM DEED

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants with quitclaim covenants to **KEEP ON TRUCKING, LLC**, a Massachusetts limited liability company, having an address at PO Box 125, Nantucket, Massachusetts (“Grantee”) three certain parcels of land located at 10 Shadbush Road, 14 Shadbush Road and 16 Shadbush Road, Nantucket, Massachusetts shown on a plan of land entitled “Subdivision Plan of Land in Nantucket, MA, prepared for: Town of Nantucket,” dated June 16, 2016, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2016-59 (the “Plan”) and more particularly described as follows:

1. 10 Shadbush Road, shown on said Plan as Lot N-1 and on Assessor’s Map 69 As Parcel 292, containing 16,477± square feet;
2. 14 Shadbush Road, shown on said Plan as Lot N-2 and on Assessor’s Map 69 as Parcel 292.1, containing 16,322± square feet;
3. 16 Shadbush Road, shown on said Plan as Lot N-3 and on Assessor’s Map 68 as Parcel 291, containing 5,376± square feet (collectively, the “Premises”).

The Premises are conveyed subject to a 20’ wide utility and drainage easement as shown on said Plan.

For Grantor’s title, see Deed recorded with said Deeds in Book 1229, Page 100. For Grantor’s authority for the conveyance of said Premises see vote of Article 100 of the 2020 Annual Town Meeting held on June 23, 2020.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF NANTUCKET  
SELECT BOARD

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

\_\_\_\_\_  
Jason Bridges

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

\_\_\_\_\_  
Kristie L. Ferrantella

\_\_\_\_\_  
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared, Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Keep on Trucking, LLC ("Buyer")  
10 Shadbush Road, 14 Shadbush Road and 16 Shadbush Road,  
Nantucket, MA (Property)  
October 15, 2020 (Closing Date)

<b>Purchase Price:</b>	\$	<b>1.00</b>
<b>Less:</b>		
Deposit	\$	0.00
<b>Plus:</b>		
Payment in Lieu of Tax Adjustment 10/15/20- 6/30/21	\$	4,387.46
<b>Net Amount Due Seller:</b>	\$	<b>4,388.46</b>
<b>Checks:</b>		
Town of Nantucket	\$	4,388.46

Please note that the amounts of the payment in lieu of taxes for each property is as follows:

10 Shadbush Road- \$1,740.48

14 Shadbush Road- \$1,737.89

16 Shadbush Road- \$909.09

**BUYER: KEEP ON TRUCKING, LLC**

**SELLER: TOWN OF NANTUCKET  
SELECT BOARD**

By: \_\_\_\_\_  
Myles M. Reis, Jr. Manager

\_\_\_\_\_

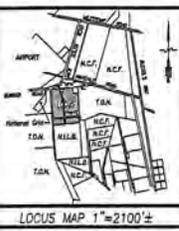
\_\_\_\_\_

\_\_\_\_\_

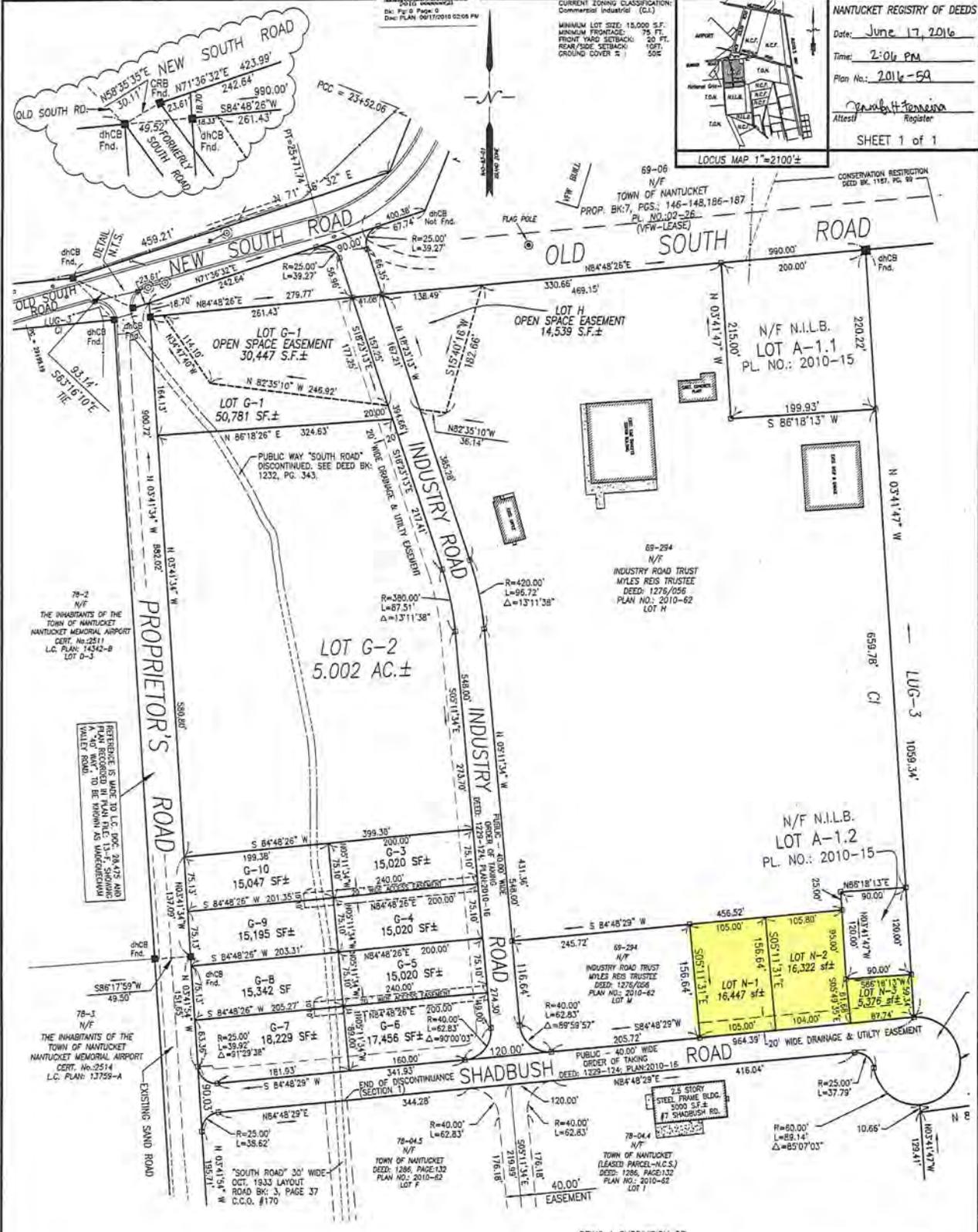
\_\_\_\_\_

\_\_\_\_\_

CURRENT ZONING CLASSIFICATION:  
 Commercial Industrial (C.I.)  
 MINIMUM LOT SIZE: 15,000 S.F.  
 MINIMUM FRONTAGE: 75 FT.  
 FRONT YARD SETBACK: 30 FT.  
 REAR YARD SETBACK: 10 FT.  
 DRIVING COVER: 5%



NANTUCKET REGISTRY OF DEEDS  
 Date: June 17, 2016  
 Time: 2:04 PM  
 Plan No.: 2016-59  
 Attest: *Janet H. Fennell*  
 Register  
 SHEET 1 of 1



**DISPOSITION OF LOTS:**  
 LOTS G-1 TO G-10 ARE A SUBDIVISION OF LOT G SHOWN ON PLAN 2010-62 AND ARE IN THE OWNERSHIP OF THE TOWN OF NANTUCKET. LOTS WILL BE UTILIZED FOR INDUSTRIAL OR COMMERCIAL PURPOSES.  
 LOTS N-1 TO N-3 ARE A SUBDIVISION OF LOT H SHOWN ON PLAN 2010-62 AND ARE IN THE OWNERSHIP OF THE TOWN OF NANTUCKET. LOTS WILL BE UTILIZED FOR INDUSTRIAL OR COMMERCIAL PURPOSES.  
 THE PLANNING BOARD DETERMINES THAT:  
 G-1 TO G-10  
 (b) LOTS N-1 TO N-3 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

**OWNER'S REFERENCE:**  
 TOWN OF NANTUCKET  
 DEED BOOK: 1229, PAGE 100  
 PLAN NO.: 2010-15, LOT A  
 ASSESSOR'S MAP: 69, PARCEL: 295

THIS PLAN IS NOT A CERTIFICATION AS TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN HEREON.  
 PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
*Ch. C. Blackwell* 6/16/16  
 PROFESSIONAL LAND SURVEYOR DATE

**GRAPHIC SCALE**  
 1" = 60 FT.  
 1" = 120 FT.  
 1" = 180 FT.

LE0234 / 87  
 V:\DRAWING\CE\3702018711\ARR-L0T-G-3-arr\2016.dwg 6/6/2016 12:52:38 PM EBT

BEING A SUBDIVISION OF LOT G SHOWN ON A PLAN PREPARED BY BLACKWELL & ASSOCIATES, INC. DATED: MAY 11, 2010; PL. NO.: 2010-62

## SUBDIVISION PLAN OF LAND

in  
**NANTUCKET, MA.**

prepared for:  
 TOWN OF NANTUCKET  
 1"=60' June 6, 2016

**Blackwell & Associates, Inc.**  
 Professional Land Surveyors  
 50 TEASDALES CURVE  
 NANTUCKET, MASS. 02554  
 (508) 228-9026  
 www.blackwellsurvey.com

ASSESSOR'S MAP: 69, PARCEL: 295 & 292

DENOTES ON C.B.M. TO BE SET

Nantucket Planning Board  
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

Survey Book: 1229  
 Lines: 1229-124  
 Station: 1229-124  
 Date Signed: 6/16/16  
 File No.: 7985



---

---

Our Island Home Stakeholder Meetings report

Date: October 14th, 2020

Prepared by: Herb Taylor, Consultant

---

---

## **Core Values for Nantucket regarding Care for Older Adults**

- Respect
- Privacy
- Home-like setting
- Quality care
- Access to community/ensure connectedness
- Continuation of involvement/integration with community
- Opportunity to “age in place”
- On-Island care through end of life – valuing older adults’ connection to Nantucket
- Continuum of care—multiple services options targeted to meet needs
- Space that meets care needs – Medical, Memory Support, Socialization, Affordability
- Ensuring older adults are listened to and involved in decision making
- Island feels like a family and has a sense of interdependence
- Ongoing opportunities for socialization
- Right to self-determination: giving elders “voice and choice”
- Person-centered, allowing elders voice
- Providing socialization, opportunities to access community
- Importance of an involved, competent care team- value workforce caring for our elders
- Value elders’ desire for as much independence as possible
- Families need support, guidance and communication
- Importance of a unified plan for all senior services

## **Perspectives (Beliefs/Assumptions/Facts) that provide vital information to process**

- OIH is a “catch-all” for older adults with a variety of needs
- Nantucket has changed a lot over the years
- COVID is bringing continued change and learning opportunities
- Significant staffing challenges—population/isolation impacts this
- Nantucket is “resource scarce”
- Not enough space in OIH for privacy, activities, storage, common space, etc.
- Layout of building is limiting
- Staff is caring and passionate about work
- Mental Health services, especially for older adults on island is lacking
- Local training opportunities for staff could be increased
- Business model for a LTC facility on Nantucket cannot be the same as off-island
- Medical services in general are limited, off-island travel often necessary
- Medicare/Medicaid reimbursement does not account for the high cost of living on Nantucket

- Lack of affordable housing with oversight services for older adults
- Lack of affordable housing for broader community including staff of OIH
- Many community members have an attachment to the location/many other community members value space, services, quality of care over location
- Climate change will affect current location (and many others)
- Optics are confusing to some community members regarding high cost of community facilities, such as NCH and OIH, and appearance of less beds
- Census of OIH is rarely at capacity
- Almost all bedrooms at OIH are shared and has limiting bathrooms; two showers for all residents
- Residents identify private showers and bedrooms as very important to them
- Nantucket has a Landbank which could be a resource for alternative location

## **Options/possibilities for future (Strengths and Weaknesses)**

---

- **Do Nothing**  
Strengths:  
Weaknesses: current issues would remain, not a good option
- **Build a new Our Island Home in current location**  
Strengths: keep the view/continuity; proximity to town  
Weaknesses: expensive option, space constraints and limitations would limit ability to meet broader needs, climate concerns; current location has limitations; disruption of those currently residing there/potential relocation; phased build would be an increased cost and be disruptive.
- **Build a new Our Island Home in new location**  
Strengths: provide more space, greater flexibility to meet needs, opportunity to include more services; potential for small house model easier, potential for shared services; opens existing site for another use such as a senior center- more would be able to access the location than at the present; no disruption to current; residents and staff; likely less expensive; most up-to-date regarding safety codes and infrastructure; more potential synergies, potentially less expensive  
Weaknesses: lose view, potentially lose convenience
- **Renovate Our Island Home**  
Strengths: keep present location  
Weaknesses: limiting, expensive, disruptive, challenging, infrastructure concerns
- **Close OIH/Provide other home-based services/supports**  
Strengths: may allow residents to reside at home until end-of-life  
Weaknesses: many may still require LTC facility level of care and are not able to remain at home, even with significant supports- would have to go off island; would not include islanders without housing security

*\*Adding an Adult Day Center, and affordable housing for staff, would be considered a “strength” of any option having the ability to include it*

# Our Island Home Stakeholder Meetings Report

*Herb Taylor, Consultant*

Meetings held throughout September with Our Island Home residents, staff, family members and community stakeholders



# Core Values for Nantucket Regarding Care for Older Adults

- Respect
- Privacy
- Home-like setting
- Quality care
- Access to community/ensure connectedness
- Continuation of involvement/integration with community
- Opportunity to “age in place”
- On-Island care through end of life – valuing older adults’ connection to Nantucket
- Continuum of care—multiple services options targeted to meet needs
- Space that meets care needs – Medical, Memory Support, Socialization, Affordability

# Core Values for Nantucket Regarding Care for Older Adults

- Ensuring older adults are listened to and involved in decision making
- Island feels like a family and has a sense of interdependence
- Ongoing opportunities for socialization
- Right to self-determination: giving elders “voice and choice”
- Person-centered, allowing elders voice
- Providing socialization, opportunities to access community
- Importance of an involved, competent care team- value workforce caring for our elders
- Value elders’ desire for as much independence as possible
- Families need support, guidance and communication
- Importance of a unified plan for all senior services

# Perspectives (Beliefs/ Assumptions/ Facts) that provide vital information to process

- OIH is a “catch-all” for older adults with a variety of needs
- Nantucket has changed a lot over the years
- COVID is bringing continued change and learning opportunities
- Significant staffing challenges—population/isolation impacts this
- Nantucket is “resource scarce”
- Not enough space in OIH for privacy, activities, storage, common space, etc.
- Layout of building is limiting
- Staff is caring and passionate about work
- Mental Health services, especially for older adults on island is lacking

Perspectives  
(Beliefs/  
Assumptions/  
Facts) that  
provide vital  
information to  
process

- Business model for a LTC facility on Nantucket cannot be the same as off-island
- Medical services in general are limited, off-island travel often necessary
- Medicare/Medicaid reimbursement does not account for the high cost of living on Nantucket
- Lack of affordable housing with oversight services for older adults
- Lack of affordable housing for broader community including staff of OIH
- Many community members have an attachment to the location/many other community members value space, services, quality of care over location

Perspectives  
(Beliefs/  
Assumptions/  
Facts) that  
provide vital  
information to  
process

- Climate change will affect current location (and many others)
- Optics are confusing to some community members regarding high cost of community facilities, such as NCH and OIH, and appearance of less beds
- Census of OIH is rarely at capacity
- Almost all bedrooms at OIH are shared and has limiting bathrooms; two showers for all residents
- Residents identify private showers and bedrooms as very important to them
- Nantucket has a Landbank which could be a resource for alternative location

# Options/ possibilities for future (Strengths and Weaknesses)

## Do Nothing

- Strengths:
- Weaknesses: current issues would remain, not a good option

## Build a new Our Island Home in current location

- Strengths: keep the view/continuity; proximity to town
- Weaknesses: expensive option, space constraints and limitations would limit ability to meet broader needs, climate concerns; current location has limitations; disruption of those currently residing there/potential relocation; phased build would be an increased cost and be disruptive.

Options/  
possibilities for  
future  
(Strengths and  
Weaknesses)

## Build a new Our Island Home in new location

- Strengths: provide more space, greater flexibility to meet needs, opportunity to include more services; potential for small house model easier, potential for shared services; opens existing site for another use such as a senior center- more would be able to access the location than at the present; no disruption to current; residents and staff; likely less expensive; most up-to-date regarding safety codes and infrastructure; more potential synergies, potentially less expensive
- Weaknesses: lose view, potentially lose convenience

## Options/ possibilities for future (Strengths and Weaknesses)

### Close OIH/Provide other home-based services/supports

- Strengths: may allow residents to reside at home until end-of-life
- Weaknesses: many may still require LTC facility level of care and are not able to remain at home, even with significant supports- would have to go off island; would not include islanders without housing security

### Renovate Our Island Home

- Strengths: keep present location
- Weaknesses: limiting, expensive, disruptive, challenging, infrastructure concerns

*\*Adding an Adult Day Center, and affordable housing for staff, was considered a "strength" of any option possibly having the ability to include it*



# **Notes from OIH Stakeholder Meetings: Nursing Staff, 9/8/2020 2:30 pm**

## **1. Core Values for Nantucket regarding Care for Older Adults**

- A safe place to live
- Deserving of dignity, honor, reverence for our oldest citizens
- Privacy- places to visit with family members privately, own spaces (such as showers, bathrooms, bedrooms)
- A home-like setting
- Ability to socialize and be part of the community/be involved
- Consistent caregivers, positive relationships with caregivers and fellow residents
- Access to positive, productive activities
- Respect
- Physical access to the community
- Ability to remain on Nantucket until end-of-life

## **2. Facts/Assumptions that provide vital information to process**

- Currently, OIH is crowded, residents and staff alike do not have enough space- Fact
- “Outgrown” the current building- Fact
- Building is outdated- Fact
- Building is very institutional and difficult to make “home like”- Fact
- Various levels of care are being provided- Fact
- Mixed population- both memory care and those who are alert/oriented are grouped together- Fact
- Residents do not “choose” to reside at OIH, those who are able to verbalize state they would prefer to reside at home if possible- Fact
- Changes in acuity level today versus 20 years ago- more severe – Fact
- Hospital stays tend to be shorter/hospital refers to OIH for ST Rehab- Fact
- The medication room is very small, storage is an issue- Fact
- Accessible outdoor space that can be used “off season” is lacking- Fact
- Common areas are too small to accommodate all residents- Fact
- Housing challenges on Nantucket has at times impacted Short Term residents- Fact
- Other senior housing options can be cost prohibitive- Fact
- Housing for individuals with mental health issues is lacking on Nantucket- Fact
- Affordable housing vs rates of pay impacts staffing- Fact
- Nantucket’s population increases dramatically in the summer season. Occasional admission of family members of summer residents- Fact
- Nurses are under-staffed- Fact
- Many staff members have multiple jobs in order to afford to reside on Nantucket, this impacts ability to fill shifts- Fact
- Belief that all residents care strongly about view of current location- Assumption

### 3. Options/possibilities for future (Strengths and Weaknesses)

- Do nothing

S: many community members care strongly about current location

W: in time, could face shutting down

- Renovate current building

S: many community members care strongly about current location

W: expensive, highly disruptive to residents, unlikely to be exactly as envisioned/needed, will not address space issue

- Rebuild in present location

S: many community members care strongly about current location

W: expensive, highly disruptive to residents, space constraints, displacement of residents and staff, potential to not be able to bring back staff and residents

- Build a new OIH in a new location (ranked as the strongly preferred option of this group)

S: more space; ability to design property to meet resident needs; greater flexibility with design (both indoor and outdoor); ability to offer greater privacy for residents/visiting family; meet varying needs of residents more effectively; keep Nantucketers on-island; more likely to have ability to build in Small House model if wanted

W: loss of view

\*a strength of all future options could include staff housing, staffing incentives

\*a weakness of any future option includes that some Nantucket residents do not believe we need a nursing home on-island/think the Town should pay for it

Attended by: Sophia Liburd, CNA; Carol Matson, LPN; Donna King, LPN; Annie Kay Rose, RN; Christina Crane, Assistant to the DON; Michelle Malavase, HR; Peter Holden, Administrator; Rachel Day, Assistant Town Manager; Taylor Hilst, Director of Human Services

# **Notes from OIH Stakeholder Meetings: OIH Residents and Ombudsman, 9/10/20 10:00 am**

## **1. Core Values for Nantucket regarding Care for Older Adults**

- Older adults should be treated well, with care and compassion
- Dignity
- Allowing elders the time to provide input and insight
- Maintaining a sense of community and connectedness
- Respecting, honoring, appreciating and listening to older adults
- Accessibility to the community; ability to participate
- Keeping elders informed of what is happening on Nantucket

## **2. Facts/Assumptions that provide vital information to process**

- Nantucket has changed a lot over the years -Fact
- Needs also change over time -Fact
- The population is growing -Fact
- New building/development -Fact
- Covid-19 has changed many things, including activities -Fact
- We want a new Our Island Home -Fact
- Bathrooms are too small to be functional for someone in a wheelchair -Fact
- The bedrooms are too small for two residents -Fact
- The space is lacking in bedroom space/showers, no exercise pool -Fact
- Residents state the building does not feel like home -Fact
- Residents state they feel like they are like a family -Fact
- OIH has a mixed population of memory care and alert/oriented residents -Fact
- If the services that OIH provides did not exist on Nantucket, many residents would have to go off-island -Fact
- Facility location is unique, however privacy/space could take precedence over location, with Covid-19 in mind -Fact
- Access to doctors could be improved -Fact
- Short term and long term residents have different needs -Fact
- Significant waitlists for other senior housing options -Fact
- Lack of affordable housing -Fact

### **3. Options/possibilities for future (Strengths and Weaknesses)**

- Do Nothing  
S:  
W: current issues would remain
- Provide housing/services that meets the needs of a diverse group of people  
S: could provide a specific place for those with dementia, affordable housing needs  
W:
- Renovate/add floors to current OIH  
S: keep the view  
W: more expensive, disruptive, would need to be done in phases, may require temporary move,
- Build a new OIH in a new location  
S: more space  
W: would lose water view

Attended by: Resident Marguerite S, Betty R, Karen N, Steve B; Joann Chillingran, Assistant Ombudsman; Denice Kronau, Finance Committee Chair; Ally Rowell, Activities Director; Peter Holden, Administrator; Taylor Hilst, Director of Human Services; Rachel Day, Assistant Town Manager

# **Notes from OIH Stakeholder Meetings: Resident family members/Friends of Our Island Home: 9/11/2020 2:00 pm**

## **1. Core Values for Nantucket regarding Care for Older Adults**

- Respected, revered
- Take care of them as they took care of us
- The idea that the island is a family/interdependent
- Connectedness/community- high accessibility
- Focus on integrating residents into community activities
- Providing a home-like setting
- Providing best possible medical care
- Respectful, high quality care focused on safety and wellness of all residents
- Aging in place- being able to remain in the community they chose to reside in
- Should be priority of leadership
- Dementia-friendly community wide, not just at OIH, through services and investment
- Support for caregivers
- Broad range of meaningful activities. Productive and person-centered
- Providing a clean, welcoming environment

## **2. Facts/Assumptions that provide vital information to process**

- NCH and OIH are part of an integrated whole, and there needs to be a healthy relationship between the hospital and all other local aging services -Fact
- Each agency serving elders serves a different segment of the population -Fact
- Multiple service needs at OIH- serving populations that might be served at separate facilities if off-island -Fact
- Caring, compassionate leadership important to family members -Fact
- OIH serves a mixed population- memory care and alert/oriented -Fact
- View of the water is valued strongly by many -Fact
- The Town needs to fund multiple projects -Fact
- The entire community will need to support funding a new OIH -Fact
- Covid-19 has had, and will have further, major impacts on how care is provided -Fact
- Vocal members of the community do not support the Town operating a nursing home -Fact
- Nantucket has a Landbank as a resource -Fact
- Access to private funding is complicated because of public ownership -Fact

### 3. Options/possibilities for future (Strengths and Weaknesses)

- Do Nothing  
S:  
W: current issues would continue
- Rebuild at the present location  
S: proximity to town, convenient; view;  
W: disruptive; would have to be phased; dislocation; more expensive; subject to sea level rise; location limits some options such as having a multi-use facility
- Build a new OIH in a new location  
S: potential for partnerships with NCH, Landbank; potential for creating multi-use facility; no displacement of current residents/staff;  
W: new location would potentially not have a comparable view/convenience;
- Renovate current OIH  
S: proximity to town, convenient; view  
W: extremely challenging structure to renovate; expensive; disruptive; lack of space; location limits some options such as having a multi-use facility

Other-- family members expressed some powerful thoughts:

- "our elders are not set apart but are 'a part' of the community"
- "I go to sleep at night knowing my mother is at home."
- The Select Board members should/could be more visible at OIH

Attended by: Friends of Our Island Home/Our Island Home family members Kathy and Bill Grieder, Mary Jean Dwyer, Patty Lynch, Alison Forsgren, Judith Phelan, Alan Atwood and Fran Kartunen; Denice Kronau, Finance Committee Chair; Taylor Hilst, Director of Human Services; Peter Holden, Administrator; Rachel Day, Assistant Town Manager

# **Notes from OIH Stakeholder Meetings: Our Island Home Staff, non-nursing 9/16/20 9:00 am**

- **Core Values for Nantucket regarding Care for Older Adults**

- Ability to maintain independence, for as long as possible
- Providing connection to “what makes Nantucket Nantucket”
- Ability to remain on-island- offering a range of services to facilitate this
- Decisions impact not only life-long Nantucketers, but those who have moved here to be near family
- Offer services for both those who are cognitively impaired and those who need assistance for physical reasons
- Maintaining sense of self, offering person-centered care and ability to make own choices
- Respect, dignity- “voice and choice”
- Providing a home-like environment and individual space
- Access to community/inviting the community to participate- integration
- Offer a comforting, inviting place to reside and to visit
- Sense of community within the facility- uniquely strong within OIH
- Continuum of care between elders that are more independent and those that require long term care

- **Facts/Assumptions that provide vital information to process**

- Lack of affordable housing/lack of services for those that may require oversight but not assistance impacts the OIH census -Fact
- Nantucket is resource-scare -Fact
- Nantucket’s isolation impacts access to services in “neighboring” communities -Fact
- There is not enough space in OIH for privacy, activities, ability to personalize/modify space -Fact
- Federal regulations impact the ability to create a home-like environment -Fact
- The current location is very meaningful to many people -Fact
- The small size of the building affects resident accessibility to certain areas -Fact
- Covid-19 has had major impacts on operations, programming -Fact
- There is very limited common space for leisure/activities/visits -Fact
- Nursing station is visually isolated -Fact
- The layout/size of the building makes some essential operations more difficult -Fact
- Storage is lacking/hallways cluttered due to lack of storage- Fact
- Staff is very passionate about their work -Fact
- Mental health services, especially for older adults who may benefit from oversight, lacking -Fact
- Our Island Home serves all resident family members, not just residents- Fact

## Options/possibilities for future (Strengths and Weaknesses)

- Do Nothing  
S:  
W: current issues/concerns remain
- Increase affordable housing options for older adults  
S: reduce burden on institutions, provide more appropriate level of care  
W:
- Build a new Our Island Home at current location  
S: potential for phased build (especially if building a smaller facility), keep view (view is an emotional connection for both residents and families as well as nice to look at); potential for income related to the water view/location  
W: disruption, relocation for a period of time, increased expense associated with phased build, space is highly limited- affects ability to offer range of services/community spaces
- Build a new Our Island Home at a new location  
S: potential to offer range of services/community spaces, increased space for privacy/quality of life, new infrastructure, likelier to include staff feedback on design, greater design and services options- potential to offer many senior care, housing and activity options at one location  
W: loss of view/location,
- Renovate existing building  
S: keep view  
W: existing infrastructure extremely challenging to modify; dislocation/disruption;

\*Any option that has the potential to include housing options for staff is a “strength”- benefit to consistent care/staff retention, cost saving for facility

Attended by: Ally Rowell, Activities Director; Christina Crane, Assistant to DON; Debra Bechtold, Dietician; Peter Holden, Administrator; Suzanne Gerardi, Physical Therapist; Tammy Belanger, Occupational Therapist; Cassandra Butler, Business Office Coordinator; Ken Beaugrand, Real Estate Specialist; Libby Gibson, Town Manager; Amanda Perry, Human Resources Director; Taylor Hilst, Director of Human Services

# **Notes from OIH Stakeholder Meetings: Community Stake Holders, 9/17/20 10:00 am**

## **1. Core Values for Nantucket regarding Care for Older Adults**

- Continuum of care—multiple services options targeted to meet needs
- Right to self-determination: giving elders “voice and choice”
- Respect, dignity, person-centered, allowing elders voice
- Providing socialization, opportunities to access community
- Maintaining community involvement, recognizing that elders may have been more involved in their local community than they would have been elsewhere
- Seniors are still contributing members of the community- opinions should be valued
- Ability to remain on-island- services need to enable this
- Valuing seniors’ historical connection to Nantucket
- Importance of involved, competent care team- value workforce caring for our elders
- Offering affordable care options
- Value elders desire for as much independence as possible
- Families need support, guidance and communication
- Importance of a unified plan for all senior services

## **2. Facts/Assumptions that provide vital information to process**

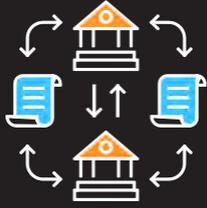
- Significant staffing challenges—population/isolation impacts this -Fact
- Local training opportunities could be increased -Fact
- Business model for a LTC facility on Nantucket cannot be the same as off-island -Fact
- Medical services in general are limited, off-island travel often necessary -Fact
- Medicare/Medicaid reimbursement does not take into account the high cost of living on Nantucket -Fact
- Many community members may not be educated on insurance, how finances will be impacted by receiving care at OIH -Fact
- Many community members have an emotional attachment to the location/many other community members value space, services, quality of care over location -Fact
- Climate change will affect current location (any many others) -Fact
- Optics are confusing to some community members regarding high cost of community facilities, such as NCH and OIH, and appearance of less beds -Fact
- Census is rarely at capacity- Fact
- Almost all bedrooms at OIH are shared -Fact
- Residents identify private showers and bedrooms as very important to them -Fact

### 3. Options/possibilities for future (Strengths and Weaknesses)

- Do Nothing  
S:  
W: current issues would remain
- Build a new OIH in the current location  
S: keep the view/continuity;  
W: climate concerns; current location has limitations; disruption of those currently residing there/potential relocation; phased build would be an increased cost
- Build a new OIH in a new location  
S: opportunity to include more services; potential for shared services; opens existing site for another use such as a senior center- more would be able to access the location than at the present; no disruption to current; residents and staff; likely less expensive; most up-to-date regarding safety codes and infrastructure;  
W: loose view
- Close OIH/Provide other home-based services/supports to assist families  
S: may allow residents to reside at home until end-of-life  
W: many may still require LTC facility level of care and are not able to remain at home, even with significant supports- would have to go off island; would not include islanders without housing security

\*Adding an Adult Day Center would be considered a strength of any option that has the ability to include it

Attended by: Sarah Chotkowski, Nantucket Cottage Hospital Social Services Manager; Erin Kopecki, Tucked in Elder Care; Jessica Trimble, Care Manager/RN; Sheri Hunt, Elder Services; Mary Anne Easley, Council on Aging Chair; Julie Fitzgerald, Senior Center Committee Chair; Marie Elder, SEIU representative; Donna Sbardella, Anodyne; Dawn Hill Holdgate, Select Board Chair; Peter Holden, Administrator; Libby Gibson, Town Manager; Taylor Hilst, Director of Human Services



# EFFICIENT TOWN OPERATIONS



The Town of Nantucket reflects the community value of fiscal responsibility in its operations. Governance is collaborative, and representation on Boards, Committees, and Commissions is reflective of the diversity of our community. Town facilities and offices incorporate modern technology and are efficient in design, energy use, and location. The Town is committed to planning for a resilient and sustainable community and maintaining and improving municipal infrastructure and assets. Town employees provide vital municipal services that are valued by residents and visitors and are engaged members of our community.



## GOAL 1

Develop a Facilities Master Plan.



## GOAL 2

Invest in Technology.

# Feasibility Study

## Understanding the Parameters for Rebuilding OIH at 9 East Creek Road

Our Island Home  
9 East Creek Road  
Nantucket, MA 02554

September 9, 2019

**LWDA**  
DESIGN

Architecture  
Interior Design  
Landscape  
Planning



## Table of Contents

Project Team	2
2019 Feasibility Study Goals	3
CLA Study and Population Projections	3
Background: OIH History and Previous Studies	5
Study Process and Schedule	7
Code Restrictions and pertinent Regulatory Agencies	9-19
Program based on OIH input and CLA Report	21-25
Existing Program Deficiencies	
Proposed Model of Care	
Program Groundrules	
Draft Program	
Wishlist programs and spaces	
Outdoor amenities	
Existing Conditions at 9 East Creek Road site	27-29
Site	
Site Deficiencies	
Building exterior shell	
Structure	
Mechanical	
Plumbing	
Electrical	
Fire Protection	
Renovation vs. New Construction	30-31
Renovation of existing building	
Partial renovation and additions	
Demolition of existing building to create a completely new OIH Facility	
Project Challenges and Opportunities	32-40
Phasing	
Resiliency: Life Expectancy, Rising Seas, FEMA Flood Zone, Top of Coastal Bank	
Flexibility and Future Expansion	
Sensitivity to Landmark House needs	
Opportunities for Community Inreach and Outreach	
Nantucket Trail Network for Biking and Walking	
Coordination with Land Bank	
Outpatient Physical Therapy Clinic	
Architectural Schemes with Phasing	41-59
Design Assumptions	
Option 1: Proposed Site Operations and Conditions, Site and Building Design	
Option 2: Site and Building Design	
Staffing Implications	
Discarded Options	
Conceptual square footage and Resident Capacity	
Next steps: Proposed Building Project Schedule	60



**Study Project Team**

**Client**

Town of Nantucket  
OIH Administration

Rachel Day,  
Human Services Director  
Brett Lennerton

rday@nantucket-ma.gov  
blennerton@nantucket-ma.gov

**Architect**

LWDA  
45 Walden St.  
Concord, MA 01742  
(978) 371-1945

Ruth Neeman, Principal  
Jonathan Gyory, Proj Manager  
Keith Bradley, Visualization

rneeman@lwda.com  
jgyory@lwda.com  
kbradley@lwda.com

**Structural Engineer**

LA Fuess  
101 Federal Street Suite 502  
Boston MA 02110  
(617) 948-5620

Aaron Ford, Principal  
Travis Mitchell, P.E.

aford@lafp.com  
tmitchell@lafp.com

**MEP Engineer**

CES Engineering  
811 Middle St  
Middletown CT 06457  
(860) 632-1682

Del Smith, Principal, Mech  
Nick Fair, Principal, Electrical  
Pat Crilly, Mechanical  
Curtis Chase, Electrical

dsmith@cesct.com  
nfair@cesct.com  
pcrilly@csect.com  
cchase@cesct.com

**Civil Engineer**

RJ O'Connell & Associates  
80 Montvale Ave, Suite 201  
Stoneham, MA 02180  
(781) 279-0180 x125

Stephen Glowacki

steve.glowacki@rjoconnell.com

**Surveyor**

Bracken Engineering  
19 Old South Road  
Nantucket MA 02554  
(508) 325-0044

Don Bracken

don@brackeneng.com

**Cost Estimator**

C2E of Boston  
156 Tilden Road  
Mansfield, MA 02050

John T. Kenny

c2eboston@aol.com

### Feasibility Study Goals

LWDA was retained to conduct an architectural/ engineering study in early 2019 to explore the feasibility of rebuilding OIH on its current site at 9 East Creek Road, either by renovation or with a new building, so that the Town of Nantucket could make an informed decision on how to proceed.

To quote Ms. Elizabeth (Libby) Gibson, Town Manager, at the 5/6/19 OIH Charrette,  
*“The study is not to solidify a commitment to rebuild/renovate at the current site but rather to gain a more concrete understanding of what it would take to help make an informed decision on how to proceed with a potential new Our Island Home.”*

Primary goals for a new OIH include:

1. Improved Resident Living and Care Environment that follows current Best Practices.
2. Resiliency to climate change and rising seas.
3. Phased construction sequence to allow residents to remain onsite during construction (no alternate on-island site is currently available to temporarily house residents).
4. Disruption for residents and staff to be minimized during construction.
5. Inreach/ outreach programs to better integrate OIH with Island community life.
6. Improved integrated parking layout for the entire OIH /Landmark House site.

### CLA Study and Population Projections

This Feasibility Study is conducted in conjunction with a separate Marketing Analysis and Program Demand Study by Richard Hamilton of CLA (Clifton Larson Allen) that provides a “modeling dashboard” tool that can be used by the Town to evaluate the financial feasibility of the architectural options presented in this report.

The CLA report relied on UMass Donahue Institute Vintage 2015 Population Projections issued in March 2015. This report projects solid growth in the over-70-year-old demographic on Nantucket that will largely be populating OIH:

Nantucket Elderly pop.	2020 projected	2025 projected	2030 projected	2035 projected	% cumulative growth
70-74 years	493	567	611	627	27%
75-79	331	397	455	491	48%
80-84 years	187	232	272	279	74%
85+	185	202	244	291	57%

This data suggests strong continued demand for OIH services for the foreseeable future.

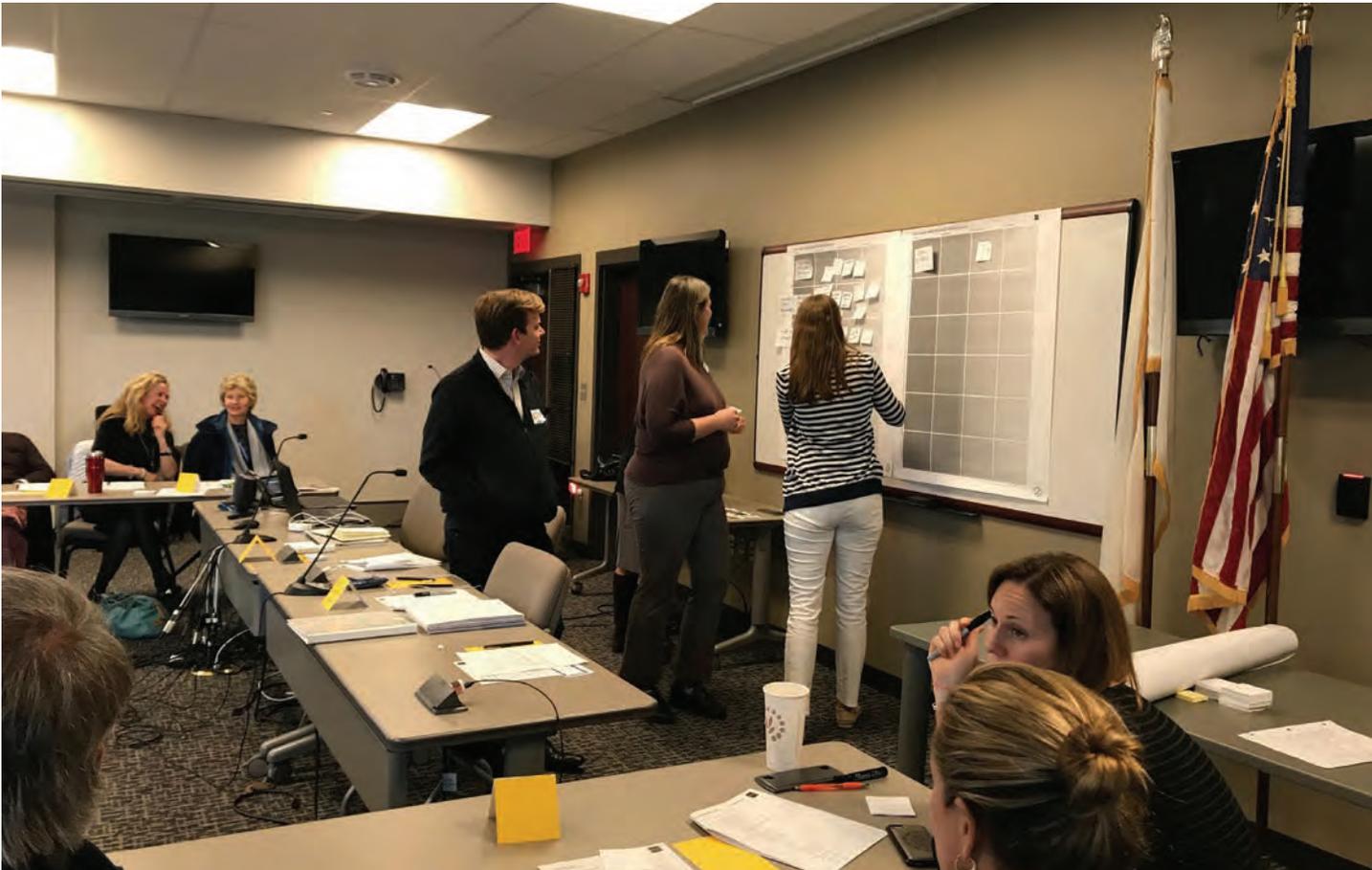


### Background: OIH History and Previous Studies

1. The original OIH was housed in the Landmark House, the 1850 structure which today is used for low income elderly housing. It has 26 units and a caretaker's residence.
2. The current OIH Nursing Home facility was constructed in 1980 and is the subject of this study.
3. An initial feasibility study for OIH was conducted in 2006-7 to evaluate possibilities for future expansion or upgrades.
4. A 2015 A/E Feasibility Study by SMRT examined potential alternate sites for OIH as well as the existing 9 East Creek Road site, under the assumption that a relocated project would
  - a. Allow for a single phase of construction and therefore cost less.
  - b. Involve less resident disruption and fewer moves.
  - c. Generate a substantial profit from sale of the 9 East Creek Road site.
  - d. Provide more site area for parking and future expansion.

Those assumptions did not pan out. The alternate sites proved less desirable due to buried existing utility lines that could not be easily moved, buried historic artifacts, the cost of acquiring a new site, and potential abutter resistance.

5. Strong opposition from Town Meeting led OIH to circle back to consider renovation and/or rebuilding on the existing 9 East Creek Road site.
6. Continued deterioration of the existing building and the prospect of ongoing expensive repairs led to the current study.
7. During the 5/6/19 Charrette, the possibility of relocating OIH to the 5-acre Hays property on 174 Orange Street was raised. However, on May 9, 2019, the Nantucket Land Bank Commission reviewed and accepted a proposal to convey the Hays property from the Owner directly to the Land Bank to avoid a lengthy Town meeting process that would be required for other uses such as OIH (5/17/19 letter by Eric Savetsky, Executive Director of the Nantucket Land Bank, to the Nantucket Select Board). Thus this property is not available for OIH.
8. At the beginning of this study, it was suggested the Landmark House might be moved towards Orange Street to make more room for a new OIH. This idea was dropped after it became apparent that there was no place to temporarily house Landmark residents, that moving the building would add a big expense to the project, and that the idea would receive strong pushback from Town officials, Town residents, Landmark residents and the Landmark Board.
9. See Program Ground rules for Building Program (p. 22)





### Feasibility Study Process and Schedule

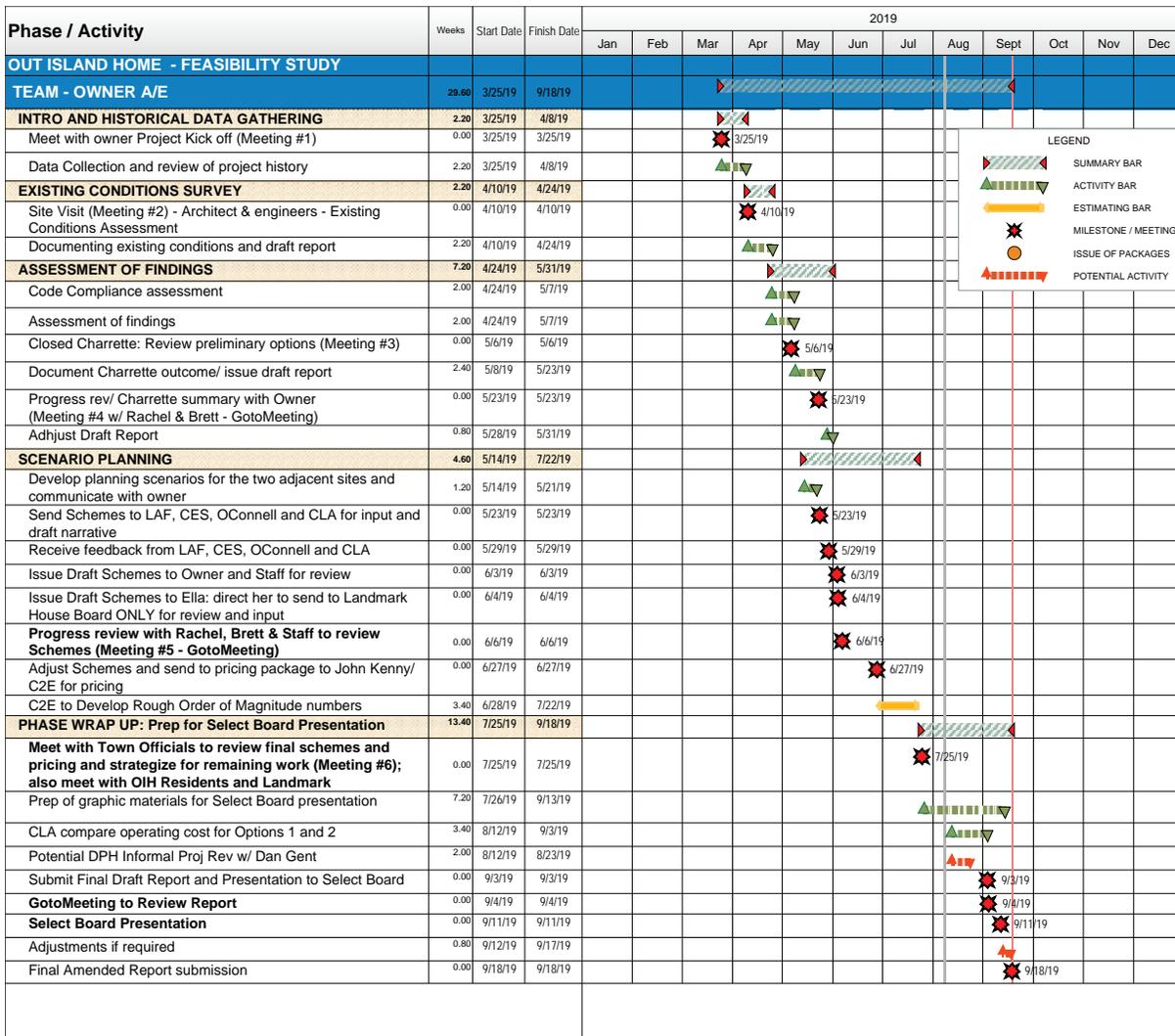
The 2019 Study was conducted between March and September with the following steps:

1. Data Gathering
2. Existing Conditions Survey
3. Assessment of Findings
4. Charrette
5. Scenario Planning
6. Draft Report
7. Cost Estimate
8. Final Input
9. Final Report
10. Presentation to Select Board

OIH FEASIBILITY STUDY

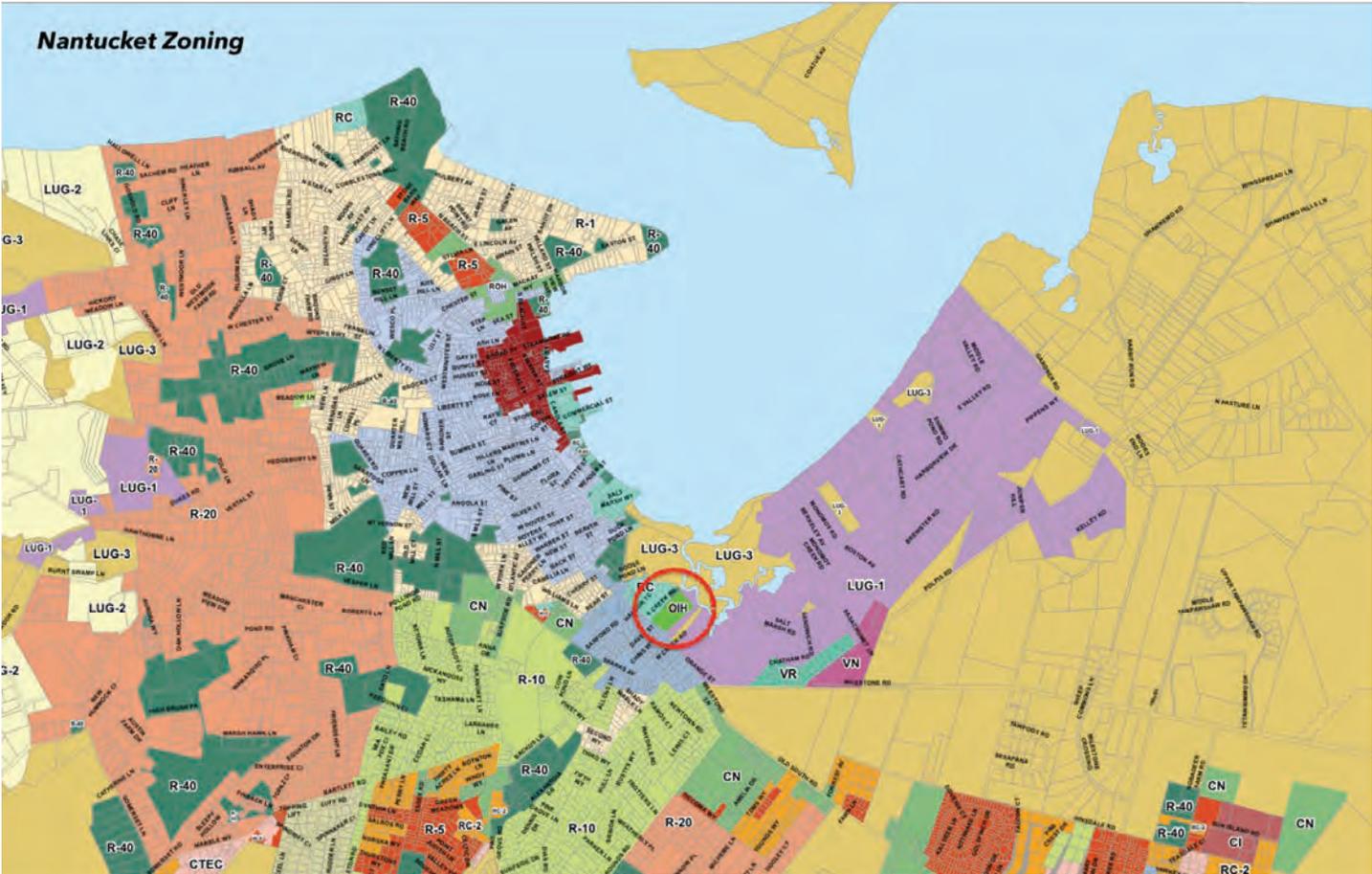
OUR ISLAND HOME

Aug 8, 2019



Thursday, August 8, 2019

Page 1 of 2



OIH has its own special zoning district.

## Code Restrictions and Regulatory Agencies

### **Nantucket agencies**

#### **Nantucket Zoning §139-14 OIH**

The Nantucket Zoning Bylaw designates the 9 East Creek OIH property, together with Landmark House, as a special zoning district appropriate for elder housing and related uses. Constraints typically imposed elsewhere on the Island-- density, height, setbacks, aesthetics, parking, driveway access, landscaping and screening-- are intentionally omitted from the Bylaw for the OIH district, with the expectation that the Select Board and Planning Board will review any proposed project as a Special Permit that requires a Site Plan Review and further design review.

With this in mind, we are proceeding with our building options to the extent possible as if typical restrictions do apply, with explanations of special circumstances for any deviations.

- **Setbacks:** approximately 6' from lot line along East Creek Road; 10' back from the road itself. The footprint is positioned to allow for Phase 1 construction to proceed while the existing OIH facility remains intact.
- **Aesthetics:** We assume traditional Nantucket vernacular exterior, to be developed during Schematic Design.
- **Height:** Assume 2 story scheme + pitched roof. 1<sup>st</sup> Floor will be elevated approximately 5' above current grade for resiliency. Potential for 2½ story scheme with habitable attic.
- **Parking:** Assume combined parking for Landmark and OIH will increase capacity from 67 to approximately 84 (subject to wishlist programs ultimately included in project). Current Zoning regulation §139-18 calls for 1 per 2 beds for "Elderly Housing" would require OIH ( $45/2 = 23$ ) + Landmark ( $27/2 = 14$ ) for a total of 37 spaces; but obviously more is needed, as the current 67 is considered inadequate by staff. Any type of Physical Therapy Clinic or Medical Office Suite would require substantial additional parking, as these types of services require 4 parking spaces/ 1,000 sf of office space.
- **Driveway access:** The reconfigured parking lot between Landmark House and OIH will have two entrances from East Creek Road for redundancy and flexibility. Parking space assignment to be worked out between Landmark and OIH.
- **Screening:** Parking areas, driveways and service dock will be screened from adjacent properties per typical Nantucket requirements.

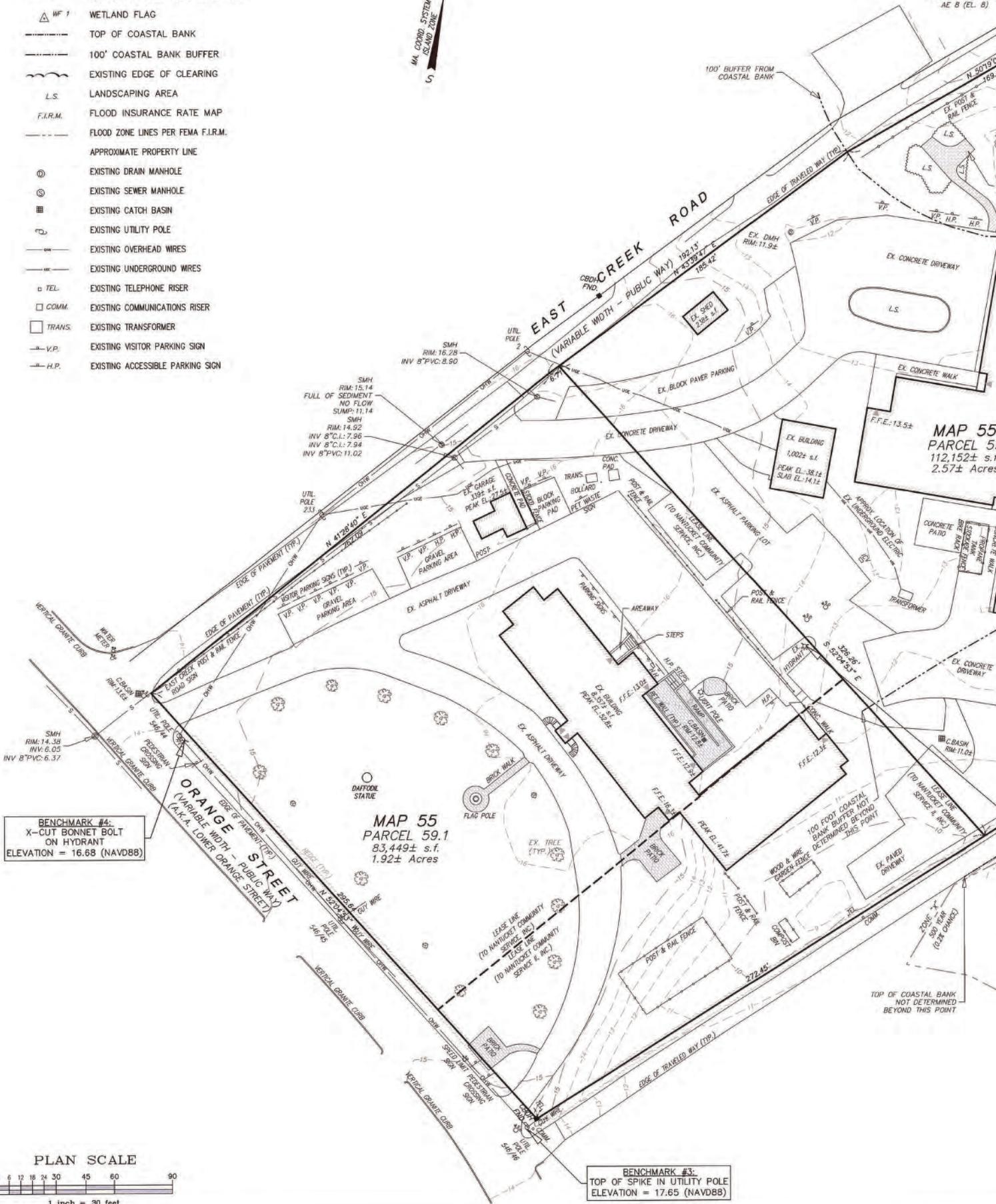
#### **Special District: Our Island Home (OIH) and Assisted/Independent Living Community District (ALC)**

Site lies within the ALC Special District which requires the following:

- Open area free from impervious surfaces: at least 20% as defined in SS 139-16E.
- Minimum vegetative buffer area: 50 feet from all lot lines, 75 feet from street lines (except as necessary for entrance drive and utilities).
- Maximum number of units (excluding employee housing and affordable housing): 75 dwelling units.
- The requirement for off-street parking and loading facilities shall be established by the Planning Board.
- The requirement of these items (SS 139-14D) may be waived through the issuance of special permit by the Planning Board based upon finding that the requested relief is not substantially more detrimental to the neighborhood than the existing conditions.

**Legend**

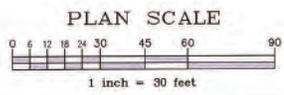
- 0--- EXISTING CONTOUR
- ~~~~~ EXISTING EDGE OF LAWN
- ===== EDGE OF WATER
- EDGE OF BORDERING VEGETATED WETLAND
- △ WF 1 WETLAND FLAG
- TOP OF COASTAL BANK
- 100' COASTAL BANK BUFFER
- EXISTING EDGE OF CLEARING
- L.S. LANDSCAPING AREA
- F.I.R.M. FLOOD INSURANCE RATE MAP
- FLOOD ZONE LINES PER FEMA F.I.R.M.
- APPROXIMATE PROPERTY LINE
- ⊙ EXISTING DRAIN MANHOLE
- ⊙ EXISTING SEWER MANHOLE
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING UTILITY POLE
- EXISTING OVERHEAD WIRES
- EXISTING UNDERGROUND WIRES
- TEL EXISTING TELEPHONE RISER
- COMM EXISTING COMMUNICATIONS RISER
- TRANS EXISTING TRANSFORMER
- V.P. EXISTING VISITOR PARKING SIGN
- H.P. EXISTING ACCESSIBLE PARKING SIGN



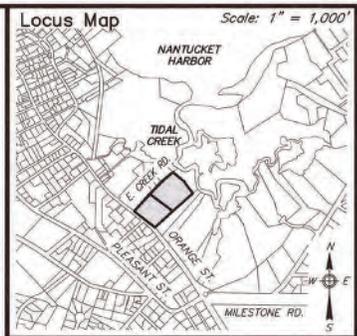
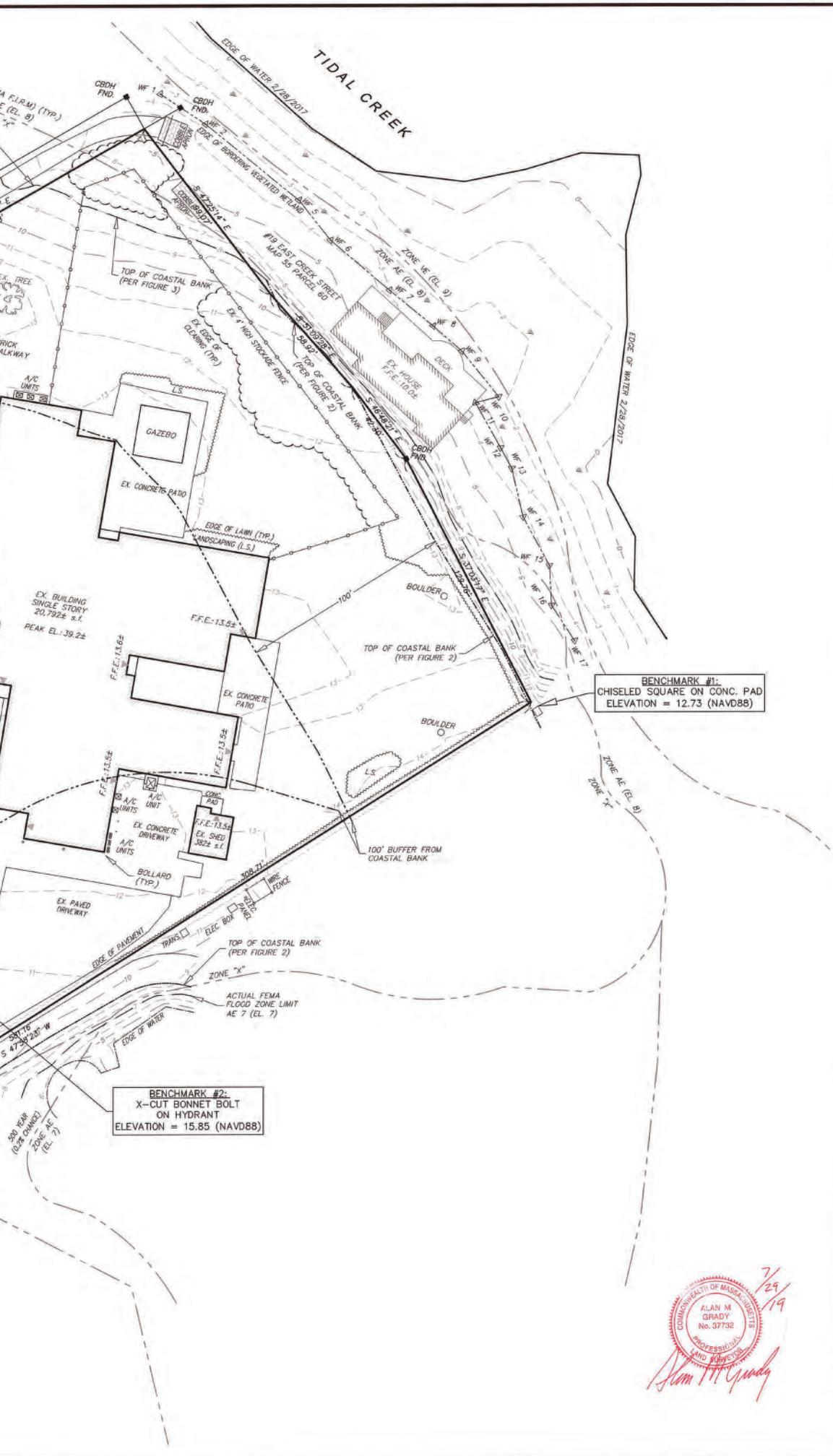
**BENCHMARK #4:**  
X-CUT BONNET BOLT  
ON HYDRANT  
ELEVATION = 16.68 (NAVD88)

**MAP 55**  
**PARCEL 59.1**  
83,449± s.f.  
1.92± Acres

**MAP 55**  
**PARCEL 59**  
112,152± s.f.  
2.57± Acres



**BENCHMARK #3:**  
TOP OF SPIKE IN UTILITY POLE  
ELEVATION = 17.65 (NAVD88)



**Notes**

1. LOCUS: #9 EAST CREEK ROAD  
MAP 55 PARCEL 59
2. OWNER: TOWN OF NANTUCKET  
16 BROAD STREET  
NANTUCKET, MA. 02554
3. DEED REF: Bk: 51, Pg: 266
4. PLAN REF: PLAN FILE 18-D (LOT 2)  
~ and ~
5. LOCUS: 150 ORANGE STREET  
MAP 55 PARCEL 59.1
6. OWNER: TOWN OF NANTUCKET  
16 BROAD STREET  
NANTUCKET, MA. 02554
7. DEED REF: Bk: 51, Pg: 279
8. PLAN REF: PLAN FILE 18-D (LOT 1)
9. LESSEES: 1. NANTUCKET COMMUNITY SERVICE, INC.  
BK.232 PG.95  
BK.656 PG.186  
2. NANTUCKET COMMUNITY SERVICE II, INC.  
BK.656 PG.191
10. LOCUS DOES PARTIALLY FALL WITHIN A SPECIAL FLOOD HAZARD ZONE AE 8 (EL.8) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25019C-0089-G dated 06/09/2014.
11. LOCUS DOES NOT FALL WITHIN THE NATURAL HERITAGE and ENDANGERED SPECIES PROGRAM (NHESP) AREAS OF ESTIMATED HABITATS OF RARE WILDLIFE and PRIORITY HABITATS OF RARE SPECIES.
12. LOCUS FALLS WITHIN ZONE "A" OF THE NANTUCKET HARBOR WATERSHED PROTECTION DISTRICT.
13. LOCUS FALLS WITHIN A ZONE II WATER PROTECTION DISTRICT.

**BENCHMARK #1:**  
CHISELED SQUARE ON CONC. PAD  
ELEVATION = 12.73 (NAVD88)

**BENCHMARK #2:**  
X-CUT BONNET BOLT  
ON HYDRANT  
ELEVATION = 15.85 (NAVD88)

Prepared By:

**BRACKEN ENGINEERING, INC.**

49 HERRING POND ROAD BUZZARDS BAY, MA 02532      19 OLD SOUTH ROAD NANTUCKET, MA 02554

(tel) 508.833.0070      (tel) 508.326.0044  
(fax) 508.833.2282      www.brackeneng.com

**EXISTING CONDITIONS PLAN IN NANTUCKET, MASSACHUSETTS**

Prepared For:

**TOWN OF NANTUCKET**

#9 EAST CREEK ROAD  
MAP 55 PARCEL 59  
&  
#150 ORANGE STREET  
MAP 55 PARCEL 59.1

7/29/19

ALAN M GRADY  
No. 37732  
PROFESSIONAL ENGINEER AND SURVEYOR

*Alan M. Grady*

No.	Date	Revision Description	By
1.	7/29/19	ADD LEASE LINES AND SEWER MANHOLE INFORMATION	AMG

Date: MARCH 24, 2017      Drawn: ERC/BE      Checked: DFB/AMG      Sheet: 1 of 1

### **Planning Board and Select Board**

Special permit and Site Plan Review required for density, lot coverage, height, setbacks, planting, aesthetics and parking. The presentation to the Select Board scheduled for September 11, 2019 will initiate this review process with a review of this report and a presentation of Design Options 1 and 2.

### **Nantucket Conservation Commission**

Proximity to Coastal Banks have been reviewed closely. A Top of Coastal Bank line runs along the northeast property line and another Top of Coastal Bank line runs just southeast of the southeast property line. 100' setback lines from these top of bank lines run through the property and are indicated on the survey. The Wetland Protection Regulations (Feb 25, 1988, revised July 1, 2013) call for the following restrictions:

- 100'- 50' setback: The area between a 100' setback and the 50' setback restricts coastal engineering structures but does not restrict other new construction in this zone.
- 50' building setback from the top of coastal bank for all new structures.
- 25' natural undisturbed area adjacent to coastal bank.
- Fire department is not allowed to cross these buffer zones, as it would cause significant disturbance. A roadway or emergency access route can be permitted by the Conservation Commission provided there are no specific requirements to no build zones, and proper methods are taken to protect the resource area.
- Conservation Commission Submittals for Notice of Intent (NOI) require submittal to the National Pollutant Discharge Elimination System NPDES eNOI portal, as well as submittal to the local Conservation Commission and MassDEP at:

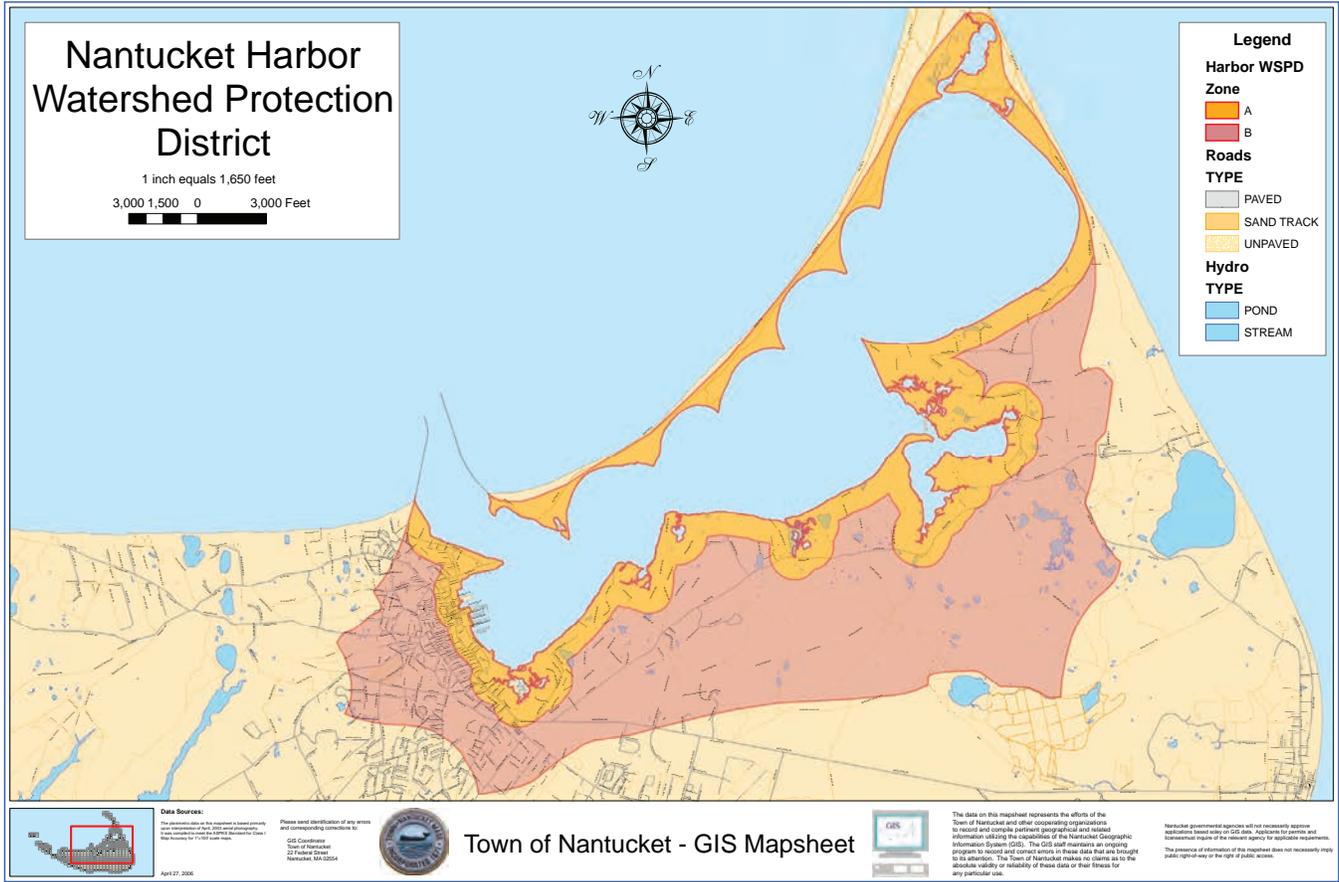
Commonwealth of Massachusetts  
Department of Environmental Protection  
Box 4062  
Boston, MA 02211

We have reviewed Site Plan Options 1 and 2 with Jeff Carlson of the Nantucket Conservation Commission and he finds them to be reasonable and does not think they would require waivers. See also further discussion below p. 55 regarding Option 3.

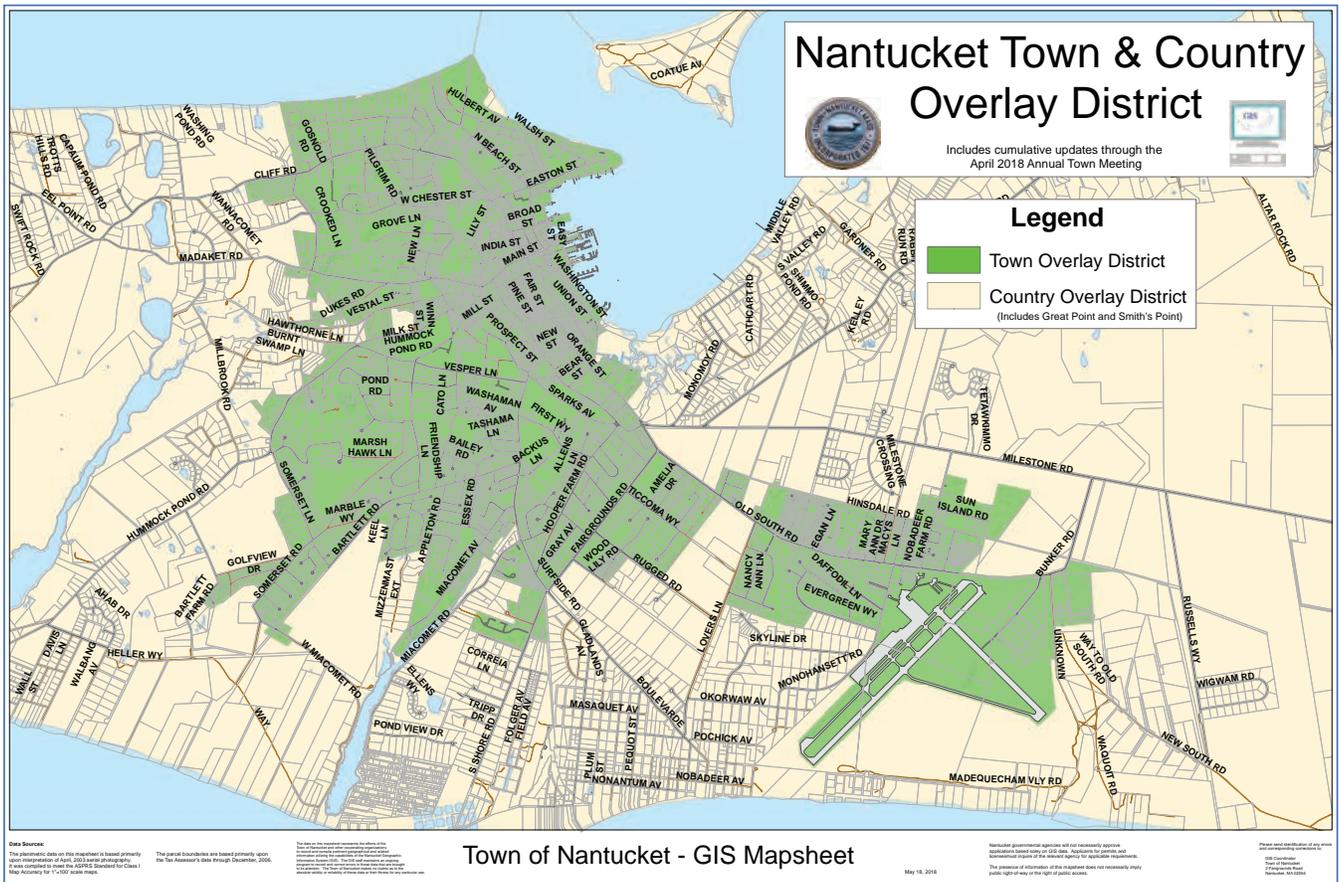
### **Nantucket Fire Department/ Life Safety Access**

We have shared Site Plan Options 1 and 2 with Nantucket Fire Chief Stephen A. Murphy, and he finds them to be reasonable, subject to further detailed study, for fire truck access:

- Per preliminary email discussions with Chief Murphy on June 10, 2019, the proposed OIH building will require full perimeter access for the Department's largest fire truck with specific interest in capability of turning off and onto East Creek Road.
- Take parking size and location into consideration while determining emergency access to and from the site, specifically length of parking spaces to accommodate larger vehicles while allowing trucks to by-pass.
- Fire lanes should be incorporated into the final design.
- Fire protection systems shall be installed for the full project during Phase I to ensure coverage of the entire site throughout and after construction.
- Location of Fire Department Connections will drive the requirement for addition hydrants on site.
- Current fire fighting accessibility to Landmark House is adequate.
- A fire truck does not have to turn around on the site; by using the emergency access lane behind the new building, it can follow a loop path.



NANTUCKET HARBOR WATERSHED PROTECTION DISTRICT



NANTUCKET TOWN & COUNTRY OVERLAY DISTRICT

### **Nantucket Watershed Protection District**

Zone A. The site is part of a coastal area that drains into Nantucket Harbor. Potential extra care measures to limit runoff during construction.

### **Nantucket Wellhead Protection District**

Upper Zone. The site is also part of zone that drains into an underground aquifer and the Mass. Department of Environmental Protection Wellhead Protection Zone 2. Pesticides located on the Groundwater Protection List shall not be utilized on site. Other pollution sources that could be detrimental to groundwater supplies shall also be avoided.

### **Energy Code and Energy Coordinator**

Stretch Code applies.

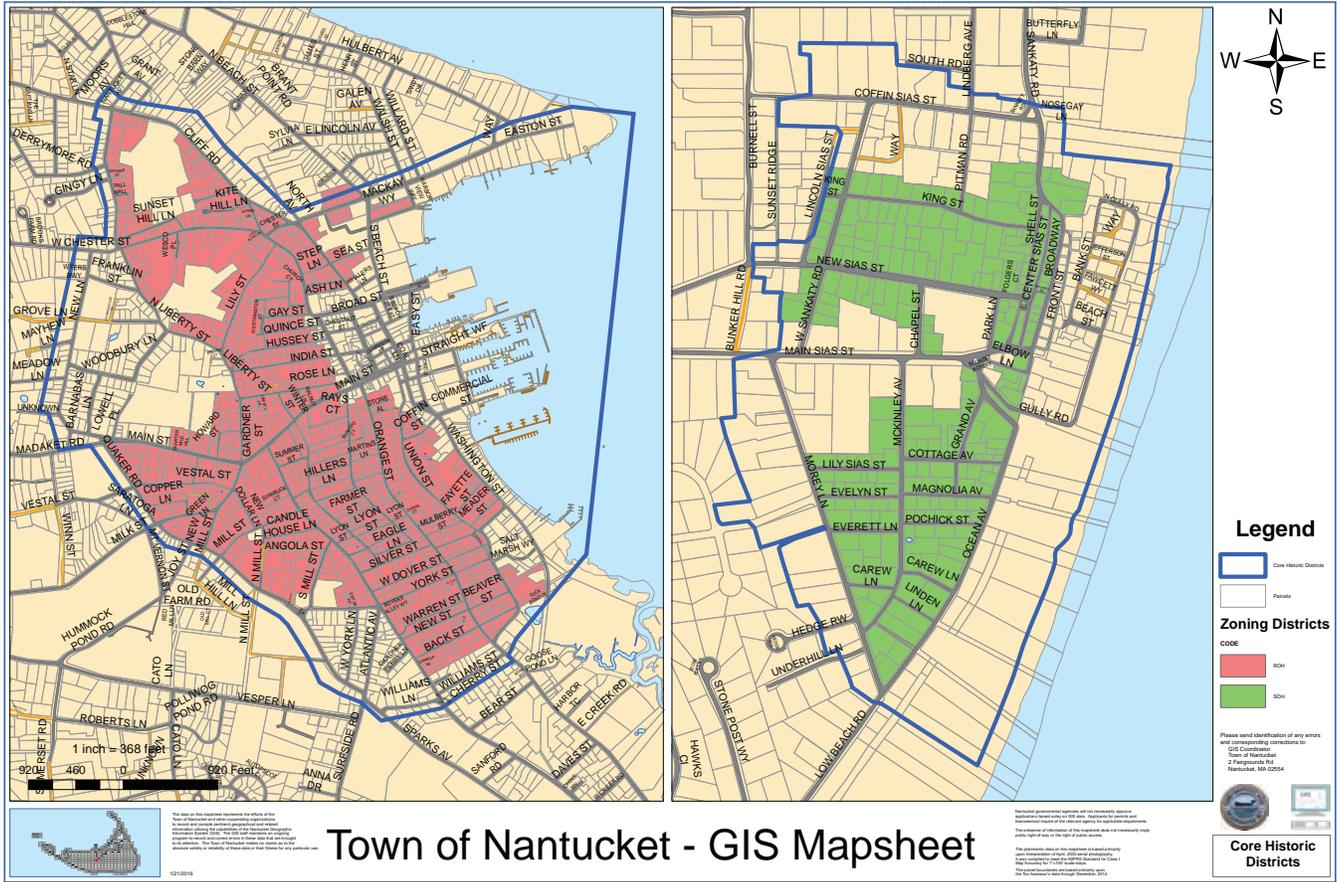
LEED Silver certifiable level of sustainability (see DoN below) is more than adequate, according to Lauren Sinatra, Nantucket Energy Coordinator (telephone call, 4/12/19). This approach was confirmed at the 5/6/19 Charrette.

OIH is considered a high energy user on the Island; its Laundry uses a considerable amount of hot water, and the current building has a high electricity demand as well. Solar panels should be considered to reduce electric demand.

### **Town Overlay District**

The site falls within the Town Overlay district. Per SS 139-12E, the purpose of the Town Overlay District is to limit the spatial extent of growth within a district consistent with the traditional settlement pattern represented by the settled portion of Nantucket Town, except in the Residential Old Historic (ROH) District. The following may be provisioned during site plan review with the Planning Board:

- Provision of Town water and sewer service, which shall be adequate to serve the proposed use.
- Road and drainage improvements shall be adequate to serve the proposed use.
- Bike and/or pedestrian systems shall be adequate to serve the proposed use, and reasonable measures shall be taken to provide connectivity to existing bike and pedestrian systems.
- The project minimizes parking demand and auto-dependency (i.e. by inducements employed by the applicant for the utilization of the NRTA seasonal shuttle system).
- Consistency with the recommendations of any area plan endorsed by Town Meeting, such as the Mid-Island Area Plan, Sconset Area Plan, and Madaket Area Plan.



TOWN OF NANTUCKET GIS MAPSHEET

### **Nantucket Land Bank Commission**

The Land Bank does not have jurisdiction, but as an abutter it makes sense to keep them apprised of OIH plans and potentially work out an arrangement to enhance walking paths and parking (see Opportunities for Community Inreach and Outreach, p.39).

### **Historic District**

East Creek Road is NOT within the Nantucket Historic District.

### **Natural Heritage and Endangered Species Program (NHESP) Areas of Estimated Habitats of Rare Wildlife and Priority Habitats of Rare Species.**

The site does NOT fall within these areas.

### **Massachusetts Agencies and Codes**

#### **DoN**

As a Massachusetts Healthcare Facility project with a project cost over \$1,989,328 [current threshold effective 10/1/18], a Determination of Need application will have to be filed by OIH to justify the project to the State. We assume the application process will take three months and State approval may take another six months (see Proposed Building Project Schedule, p.60).

#### **LEED Silver Certifiable status**

One of the DoN requirements is that the Project must be designed and constructed as LEED Silver certifiable; that is, it has to meet the sustainability requirements of a LEED Silver Certified project, without necessarily going through the (onerous) documentation process to achieve an actual LEED Silver certificate awarded by the US Green Building Council (USGBC). Based on feedback at the May 6 Charrette, the Project will not apply for the actual certificate, but should be sustainably designed to qualify as Silver Certifiable.

#### **DPH: Department of Public Health**

As a Long-Term Care Facility, the Project is subject to licensure regulations in 105 CMR 150.000 and the following compliance checklists:

- LTC1: Long Term Care Facility - Level II & Level III Nursing Care Units
- LTC3: Long Term Care Facility - Common Areas

If the Project includes Level IV (resident care) Rest Home units, that portion would be subject to

- LTC2: Long Term Care Facility - Level IV Resident Care Unit

As a practical matter, the LTC2 requirements are lower than LTC1, and if the building is to be designed flexibly to admit residents of varying disability and needs throughout the facility, then LTC2 can be ignored if all areas meet the more stringent requirements for LTC1.

DPH will conduct a Part 1 review of the Design Development drawings (assume 4 months for DPH Review, which typically runs concurrently with the Construction Document phase of design) and then a Part 2 review of the completed Construction Documents (assume 2 months, which typically runs concurrently with the Bidding phase). See Proposed Building Project Schedule, p.60.

### Applicable State Building Codes and Classifications

- Massachusetts State Building Code 780 CMR 9<sup>th</sup> Edition Base Code, referencing IBC 2015 with amendments for Massachusetts per 780 CMR 110.R1 through 115AA
- Construction type 1B fireproof construction (minimum)
- Occupancy I-2
- Life Safety NFPA 101 Life Safety Code
- Health Care NFPA 99 - 2018 Health Care Facilities Code
- Residential 2015 International Residential Building Code (IRC) w/ local amendments
- Mechanical 2015 International Mechanical Code (IMC) w/ local amendments
- Energy Stretch Code (2015 International Energy Conservation Code (IECC) w/ local amendments)
- Plumbing Massachusetts Plumbing Code 248 CMR
- Electrical 2017 National Electrical Code (NEC) with Mass Amendments (527 CMR)
- Sprinklers NFPA 13 - 2013 Automatic Sprinkler Systems
- Fire Prevention 527 CMR - MA Fire Prevention and Electrical Regulations
- Local Fire Department requirements
- Insurance Factory Mutual Research Corporation (FM)
- Various Underwriters Laboratories, Inc. (UL)
- Accessibility Massachusetts Architectural Access Board (MAAB) 521 CMR

### Accessibility (State)

(MAAB) 521 CMR requires site to be fully accessible around building perimeter for circumnavigation by residents. There will be a continuous sidewalk around the building, connecting all entries, egress ramps and fire stair exits.

Section 4.6, 13.3.3 of the MAAB regulations states that in long term care facilities and nursing homes, 5% of the total number of patient bedrooms with toilets shall be designed as Group 2B Units (full accessibility at the time of initial construction without need for further modification) and 45% of the patient bedrooms with toilets shall be designed as Group 1 Units (can be modified without structural change to meet specific functional needs of a disabled occupant).

### Federal Codes and Guidelines

Federal codes call for slightly different percentages of accessible units.

### CMS (Center for Medicare and Medicaid Services) and Fair Housing Act

The 1991 Fair Housing Act, enforced by HUD (Housing and Urban Development), was written to provide meaningful access to housing for people with disabilities. It requires any multifamily building (four or more units) with an elevator to have 5% of the units fully accessible and the remaining 95% of the units to be adaptable for full future accessibility. Also, 2% of the units must be compliant for the hearing and visually impaired.

## HUD

If HUD is funding any portion of the project or provides subsidies for its operation, UFAS (United States Access Board) regulations also must be met. UFAS requires Skilled Nursing Facilities to provide accessibility for at least 50% of its bedrooms and toilets, and 100% for all public and common use areas.

## ADA

The proposed development will incorporate twelve (12) ADA parking spaces with six (6) van accessible spaces and associated access aisles. With a total of 84 proposed parking spaces, only three (3) ADA parking spaces are required of which one (1) space will be required to be van accessible. All ADA parking layouts will incorporate appropriate grades and access to the path of travel per ICC ANSI 117.1. Two (2) van accessible spaces and one (1) standard accessible space are proposed to be associated with the Landmark House, with the remaining four (4) van accessible spaces serving Our Island Home. Curb ramps are proposed to connect the spaces to the buildings, with the spaces located as close as reasonably possible to the building entrances. Where applicable, ADA compliant cross walks will be installed to connect ADA parking areas to building entrances across vehicular ways.

All proposed sidewalks and curb ramps along the path of travel from ADA parking spaces to the applicable building entrance are proposed to be ADA compliant for grades and design. Outdoor leisure areas are proposed to meet ADA requirements as well in order to provide the most accessibility to the site. The proposed building and appurtenances are proposed to meet all ADA requirements for interior spaces as well as provide ADA accessible access to and from the building along the proposed path of travel.

Note also that ADA applies specifically to public accommodations, so while it applies to the public areas of a multi-family facility like OIH, it does not apply to the actual dwelling units, i.e., the resident rooms, themselves.

## **LWDA strongly recommends Full Accessibility for OIH**

*LWDA strongly recommends that all OIH resident units, as well as common spaces, should be universally designed to be 100% accessible. LWDA proposes to make the entire facility fully accessible to meet and exceed all federal and state accessibility requirements, and to provide OIH management the ability to operate within a resident-centered atmosphere and the flexibility to locate residents and staff as needed.*



EQUIPMENT IN CORRIDOR



LIVING ROOM IS THE ONLY ACTIVITY SPACE



TYPICAL DOUBLE PATIENT ROOM IS CRAMPED

## **Program**

The existing building was designed as “code-minimum” and as such, there is no swing space for any additional programs or spaces to improve conditions for residents and staff.

## **Existing Program Deficiencies**

Covered entry	None
Resident Rooms	<ul style="list-style-type: none"> <li>• Current best practice suggests an exterior covered drop-off.</li> </ul> Predominantly double occupancy: 21 doubles + 3 singles. <ul style="list-style-type: none"> <li>• Doubles meet code (exactly at 180 sf) but feel cramped.</li> <li>• Current best practice suggests single rooms unless there is a compelling need for shared occupancy.</li> </ul>
Showers	Double rooms have no showers or baths in toilet rooms. Showering and bathing is done in common rooms in the East and West wings. <ul style="list-style-type: none"> <li>• Current best practice suggests shower in patient room for privacy and dignity.</li> </ul>
Accessibility	Patient Toilet rooms and Common Toilet Rooms do not meet handicapped accessibility requirements, except for full baths in single rooms. <ul style="list-style-type: none"> <li>• Current best practice suggests fully accessible rooms and fixtures.</li> </ul>
Equip Storage	Inadequate. Meets code, but equipment observed blocking corridor access. <ul style="list-style-type: none"> <li>• Current best practice suggests providing distributed storage alcoves along corridor.</li> </ul>
Nursing Support Activity Spaces	Storage and offices undersized. <u>Living Room</u> is the one major activity space: 552 sf vs. 360 sf code minimum required. <u>Day Room</u> on nursing unit is required per DPH checklist LTC1@ 9sf/ bed <u>Day Room solarium, sitting room or equivalent area</u> with direct outside exposure provided in each unit is missing. <u>Dining Room</u> is oversized and theoretically could be considered a substitute for the missing Day Room, but it is only available certain hours per day between meals and is not actually used that way or monitored by staff during off hours. <ul style="list-style-type: none"> <li>• Current best practice suggests multiple activity spaces.</li> </ul>
Wishlist programs	No opportunity for outreach programs within current building footprint. (e.g., Wheeler Program, Outpatient Rehab Clinic) <ul style="list-style-type: none"> <li>• Current best practice suggests opportunities for engagement with surrounding community and to enhance resident wellness.</li> </ul> See Additional Wishlist programs below

### Proposed Model of Care: Small House vs. Centralized Operations

The care model for skilled nursing has radically changed from the institutional setting of the 1970s and 1980s to a more home-like model where residents have more choice and control over their life, in a setting that mirrors domestic features rather than a medical facility. This new model provides a higher quality of life and better-quality outcomes for residents and their families.

A previous OIH Feasibility Study in 2015 focused on the “Small House” or “Greenhouse” model of nursing care. These residential models are based on smaller groups of 8 – 10 resident rooms clustered around a core of common spaces (living room, dining room, laundry, day room) to impart a less institutional, more residential experience. The Small House model of care has many wonderful attributes that we espouse— residential scale and aesthetics, “hidden” nursing and medical support, non-institutional kitchens and dining, and a focus on light, nature, and a variety of common spaces that foster social interaction. These resident houses can be linked with covered walkways or enclosed corridors, or they can be completely independent structures; the houses are typically arranged around a green or open space in view of one another to give a sense of the larger whole.

This approach requires a larger site than a single building approach, and typically requires more staff to support the decentralized arrangement. Unfortunately, the 9 East Creek Road site is too small to accommodate a Small House approach, especially with a phasing plan that would require the existing building to remain while multiple smaller structures were constructed around it. Also, it would likely carry higher operational costs with higher staffing ratios.

Instead, we have developed a model of care for OIH that draws from the Small House example to help break down the scale of a large facility and de-institutionalize the environment, while continuing to operate in a single structure with the current centralized operational model. The goal is to incorporate more ‘home-like’ culture change elements with residential aesthetics, a greater variety of activity spaces, a higher level of privacy and comfort for residents with mostly private rooms and individual 3-fixture bathrooms, and a straight-forward plan that takes advantage of the wonderful site and views, while discreetly concealing “back of house” kitchen and laundry support areas and decentralized nursing support spaces to maintain a non-institutional feel.

### Program Groundrules

1. Program to be housed in a single building.
2. All resident rooms on single floor to avoid higher staffing levels.
3. Accommodate 45 licensed Nursing Home beds to maintain current licensure, which provides
  - a. 22 Level II Skilled Nursing Care beds
  - b. 23 Level III Supportive Nursing Care beds
4. OIH will continue to serve a variety of Level II, III and IV (Rest Home) residents within the 45-bed total, but the entire facility should be designed to meet stricter Level II requirements for maximum flexibility.
5. OIH does NOT want to create specialized units for Dementia Care, Parkinsons, ALS, Inpatient or Short Stay Rehab, Hospice Care, etc., but will provide those services as needed in a mixed environment.
6. Assume 37 singles and 4 doubles to accommodate sisters, couples, mother/daughter pair, etc.
7. During all phases of construction, assume at least 35 residents must be accommodated.



BLUE SKIES TEXAS: FREEDOM HOUSE



SOUTH COVE MANOR

**Draft Program**

Pages 24-25

**Additional Wishlist Programs**

Wishlist items indicated on draft program below with tan color:

Outpatient Physical Therapy Suite (beyond minimum DPH required 200 sf Inpatient Therapy Room)

- Rehab Gym PT/OT
- Aquatic Therapy
- Requires 4 parking spaces/ 1,000 sf

Medical Offices

Private or small house Dining, in addition to central Dining

Screened porch

Greenhouse/ Sunroom

Arts & Crafts Room

Library/ Chapel/ Quiet Room

Hospice Care Room for visiting family

Open Stair from 1<sup>st</sup> to 2<sup>nd</sup> Floor

Snack Shop

Community Space

Shop and Garage Storage

Wheeler program w/ staging area; provide charging station

Assisted Living unit suite with dedicated entrance; could go on different floor level, away from SNF

**Outdoor Amenities**

- Terrace/ Patio                      required                      Accessible rec. area @ 25sf/res min x 45 res = 1,125 sf min
- Porte Cochere                      required
- Garden and shed
- Gazebo
- Walking path loop on grounds
- Connection to walking/ bike path along Orange Street
- Secured area with fence



1 OIH PATIENT ROOM COUNT		PROPOSED PATIENT CAPACITY		EXISTING PATIENT CAPACITY				
	Pat Rms	Pats		Pat Rms	Pats			
2	Northwest Wing [after Phase 2 complete]		West Wing					
3	Level II/ III Single Room & Toile	21	21	Level III/ III Single Room & Toilet	1 1			
4	Level II/ III Double Room & Toile	0	0	Level III/ III Double Room & Toilet	8 16			
5	Subtotal	21	21	Subtotal	9 17			
6	Southeast Wing [after Phase 2 complete]		North Wing					
7	Level II/ III Single Room & Toile	16	16	Level III/ III Single Room & Toilet	1 1			
8	Level II/ III Double Room & Toile	4	8	Level III/ III Double Room & Toilet	6 12			
9	Level IV Single Room & Toilet	0	0	Subtotal	7 13			
10	Level IV Double Room & Toilet	0	0	East Wing				
11	Subtotal	20	24	Level III/ III Single Room & Toilet	1 1			
12	Total Singles		37	35	Level III/ III Double Room & Toilet	7 14		
13	Total Doubles		4	10	Subtotal	8 15		
14	Total		41	45	Total Singles	3 3		
15					Total Doubles	21 42		
16					Total	24 45		
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27	OIH DRAFT PROGRAM		PROPOSED ROOMS		EXISTING ROOMS			
28		No	Area	Totals	No	Area	Totals	Dimensions
29	Northwest Wing: 21 residents							
30								
31	Level II/ III Single Room & Toilet	21	336	7,056				14'-0" x 24'-0" (incl. Toile Rm @ 6'-6" x 8'-0")
32	Level II/ III Double Room & Toilet	0	504	0	3	268	804	11'-6" x 23'-4" (incl. Toile Rm @ 5' x 7')
33	Nurse Substation	1	150	150				11'-6" x 23'-4" (incl. Toile Rm @ 5' x 7')
34	Copy Room/ orig Nurse Off	1	120	120	10	268	2680	14'-0" x 24'-0" (incl. Toile Rm @ 6'-6" x 8'-0")
35	Staff Toilet	1	50	50	1	91	91	10' x 15'
36	Med Room	1	120	120	1	80	80	10' x 12'
37	Clean Utility	1	70	70	1	26	26	6'-6" x 7'-6" min
38	Soiled Utility	1	70	70	1	58	58	8'-6" x 14'-0"
39	Exam Treatment	1	140	140	1	89	89	70 sf min = 7' x 10'
40	Linen Storage	2	45	90	1	85	85	8'-0" x 11'-2"
41	Drinking Fountain	1	10	10	1	127	127	10'x14';125 sf min flr
42	Janitor Closet	1	50	50	1	21	21	6' x 9' min
43	Gen Equip Storage	1	50	50	1	10	10	2' x 5'
44	Tub Room (vs. West Tub/2 Shwr/Toil	2	120	240	1	26	26	7' x 7'
45	O2 Storage	1	10	10	1	48	48	50 sf min = 7' x 7'
46	Nourishment Kitchen	1	70	70	1	48	48	9' x 11' min
47	Activity Area	1	210	210	0	0	0	2' x 5'
48	Common Patient Toilets	2	50	100	1	62	62	7' x 10'
49					2	42	84	21 res x 9 =189 sf min
50								6'-6" x 7'-6" min
51	Southeast Wing: 24 residents							
52	Level II/ III Single Room & Toilet	16	336	5,376				14'-0" x 24'-0"
53	Level II/ III Double Room & Toilet	4	525	2,100	0	268	0	11'-6" x 23'-4"
54	Level IV Single Room & Toilet	0	504	0	11	268	2948	11'-6" x 23'-4"
55	Level IV Double Room & Toilet	0	672	0	0	0	0	14'-0" x 24'-0"
56	Nurse Station	1	150	150	0	0	0	14'-0" x 24'-0"
57	Copy Room/ orig Nurse Off	1	120	120	0	0	0	10' x 15'
58	Staff Toilet	1	50	50	0	0	0	10' x 12'
59	Med Room	1	120	120	0	0	0	6'-6" x 7'-6" min
60	Clean Utility	1	70	70	0	0	0	8'-6" x 14'-0"
61	Soiled Utility	1	70	70	0	0	0	70 sf min = 7' x 10'
62	Exam Treatment	1	140	140	0	0	0	70 sf min = 7' x 10'
63	Linen Storage	2	10	20	0	0	0	10'x14';125 sf min flr
64	Drinking Fountain	1	10	10	0	0	0	2' x 5'
65	Janitor Closet	1	50	50	0	0	0	2' x 5'
66	Gen Equip Storage	1	50	50	0	0	0	7' x 7'
67	Tub Room (vs. East Tub/1 Shwr/Toil	1	120	120	1	360	360	50 sf min = 7' x 7'
68	O2 Storage	1	10	10	0	0	0	9' x 11' min
69	Nourishment Kitchen	1	70	70	0	0	0	2' x 5'
70	Activity Area	1	210	210	0	0	0	7' x 10'
71	Common Patient Toilets	2	50	100	0	0	0	24 res x 9 =216 sf min
72								6'-6" x 7'-6" min
73								
74	Common Spaces							
75	Entry Vestibule	1	150	150	1	143	143	10' x 15'
76	General Activity Room	1	360	360	1	552	552	45 res x 8 sf min
77	Storage Closet for Activity Room	1	40	40				9'-6" x 15'-0"
78	Beauty Salon	1	45	45				16'-8" x 25' + 10' x 13'-6"
79	General Storage	1	450	450	1	185	185	45 res x 10 sf min
80	Conf/ Classroom/ orig Activities	1	600	600	1	467	467	40 res x 15 sf
81	Visitor Toilets	2	50	100	1	370	370	6'-6" x 7'-6" min
82	Common Pat Toilets	2	50	100	2	42	84	6' x 7'
83	Snack Shop	1	100	100	0	0	0	6'-6" x 7'-6" min
84	Gift Shop	1	100	100	0	0	0	10' x 10'
85	Greenhouse	1	1,200	1,200	0	0	0	10' x 10'
86	Arts & Crafts	1	750	750	0	0	0	30' x 40'
87	Open Stair	2	375	750	0	0	0	25' x 30'
88					0	0	0	15' x 25' x 2 floors

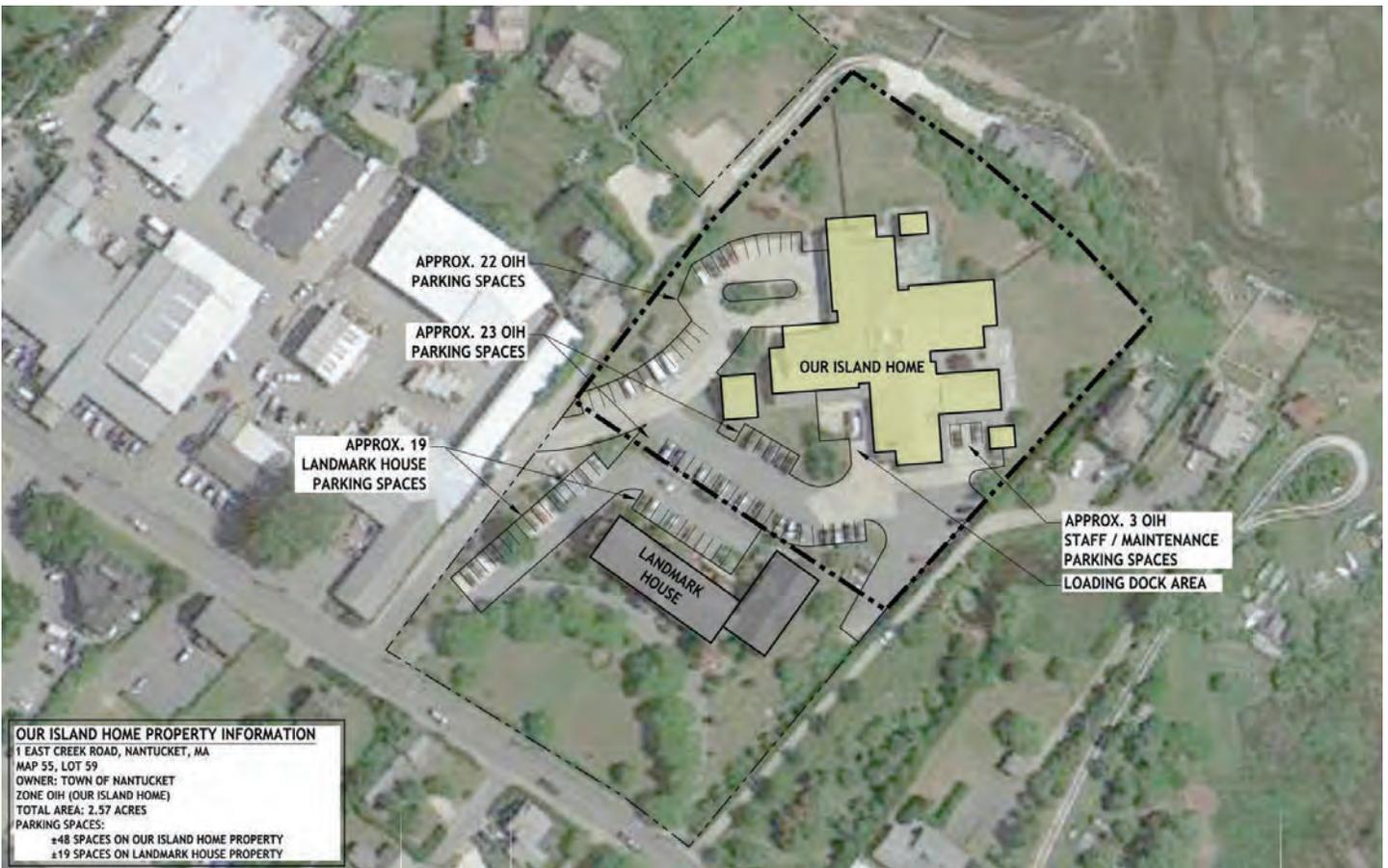




FIRST VIEW OF OIH UPON ARRIVAL



MAIN ENTRY HIDDEN FROM VIEW



**OUR ISLAND HOME PROPERTY INFORMATION**  
 1 EAST CREEK ROAD, NANTUCKET, MA  
 MAP 55, LOT 59  
 OWNER: TOWN OF NANTUCKET  
 ZONE OIH (OUR ISLAND HOME)  
 TOTAL AREA: 2.57 ACRES  
 PARKING SPACES:  
 ±48 SPACES ON OUR ISLAND HOME PROPERTY  
 ±19 SPACES ON LANDMARK HOUSE PROPERTY

PROPERTY INFORMATION

## **Existing Conditions at 9 East Creek Road**

### **Site**

The site is comprised of two parcels located in Tax Map 55: Parcel 59 which contains the Our Island Home building and associated appurtenances, parking and leisure areas, and Parcel 59.1 which contains the Landmark House and associated appurtenances, parking and leisure areas. Current access to the Our Island Home is from East Creek Road, with an approximate 60-degree angle street connection that leads to the existing loading areas to the West and existing dropoff and parking areas in front of the building, located to the northwest. Access to the Landmark House currently exists via a semi-circular driveway which connects to Orange Street that allows for access and drop off in front of the building as well as to parking along the rear, or northeast, side of the building. As noted by current staff, the site is under-parked.

Emergency access to the Landmark House is maintained via the looped driveway connecting to Orange Street, which allows access to the southern facing building side. Access to the northern and western building sides are through the looped driveway as well, with fire truck access through the connected parking lot to the West and North. Access to the easterly side of the Landmark House is via the access drive from East Creek Road that connects to Our Island Home and associated parking. Currently there are no observed issues with emergency access to the Landmark House.

Emergency access to the Our Island Home currently takes place via the access drive that connects to East Creek Road at an approximate 60-degree angled connection. Access to the northwestern building alcove causes difficulties for a ladder truck turning radii, as there is an existing landscape island that breaks up the turning area. Emergency vehicles access the northeastern building alcove via driving on the grassed area within to the north of the building. Ladder truck access to the southern portions of the buildings are via the parking and loading areas to the South of the Our Island Home building. The Fire Chief has specified that access will be required to all sides of the building for the largest emergency vehicle possible, in this case a ladder truck, for all proposed modifications.

### **Site Deficiencies**

- Entrance is hidden on first approach along East Creek Road.
- Visitors are greeted by Garage.
- Building does not take advantage of spectacular views to Northwest (Town), North (Ocean) and Northeast (Harbor) for common areas.
- The site features large area of paved surface– 30%-- due to the wide separation between the Main Entry and the Service Entry.
- Parking deemed inadequate by staff: currently 48 OIH + 19 Landmark House = 67 total spaces.
- OIH has no architectural relationship to Landmark House:
  - Building orientation is rotated 45 ° from Landmark
  - Entrance is hidden and separate from Landmark
  - No sense of campus shared between the two buildings
- Fire truck turning radii at Main Entry is inadequate as noted above.



EXISTING SIDING IN POOR CONDITION



EXTERIOR APPROACHING END OF USABLE LIFE



EXISTING FLOOR PLAN



### **Building Exterior shell**

- No vestibules at ends of West, East and North wings.
- Wind infiltration and resulting occupant discomfort is a problem on this exposed oceanfront site.
- Windows need replacing.
- Wood screen for rooftop kitchen exhaust fan falling apart.

Life Expectancy: 5 years

### **Structure**

*See Structural Narrative*

- Existing steel structure is sound, but any substantial building upgrade would require temporary and/or permanent lateral bracing, which would require invasive work on the exterior walls.
- Spread footings used for the existing foundation were based on geotechnical information shown on the original structural drawings prepared by SGH in 1979, and there has been little apparent settlement to the existing building during its life. We would expect a new building would have similar (shallow) foundations, although the 1<sup>st</sup> Floor would be an elevated structural slab.

Life Expectancy: unknown

### **Mechanical, Electrical, and Plumbing**

*See MEP Narrative*

- Existing condition: poor.
- AC is not provided to patient rooms to meet current DPH code.
- Ventilation does not meet current requirements.
- As noted in 2014 SED report, below slab waste lines are corroding at elbows and often leak, difficult to access and costly to replace. Current review by CES confirms this problem.
- Electrical service no longer code compliant. The patient rooms lack isolated ground outlets.

Life Expectancy: Past its useful life.

### **Fire Protection**

*See MEP Narrative*

- Existing condition: poor.
- The non-addressable fire alarm system is no longer code compliant because of the device layout.
- The attic is not protected.

Life Expectancy: Past its useful life.

## Renovation vs. New Construction

### 1 Renovation of building within existing footprint **NOT RECOMMENDED**

Since the building would remain occupied during renovation, the work would have to be done in multiple small phases, driving up the cost per square foot and extending the timeline, inconveniencing residents and staff. The existing building has no swing space and no non-essential space per DPH guidelines, so any construction would take required space out of service for a period of time and might require temporary waivers from DPH.

There is no room for additional program within the existing footprint; any new space would come at the expense of an existing space. This means, for example, no additional patient rooms could be added.

The result will be a compromised solution, due to aging infrastructure in unrenovated areas, limited program opportunities, and long-term vulnerability to sea level rise. It would also be expensive on a per square foot basis due to the piecemeal nature of the work. The infrastructure limitations created by a slab on grade structure would remain. Also, any substantial upgrade (Level II or III renovation per Existing IBC) to the existing structure would likely trigger code compliance issues such as lateral bracing requirements to meet current structural standards of the 2015 Existing IBC, which would involve invasive work of the exterior wall (see Structural Narrative Appendix).

### 2 Partial renovation and additions **NOT RECOMMENDED**

To increase the room count to 41 (37 singles + 4 doubles) from the existing 24 (3 singles + 21 doubles), the existing north, west and south patient room wings would have to be extended and bent in plan to stay within coastal bank setback limits, leaving the new rooms out of sight of the central nurse station, or in need of new nurse substations. Once these additions were completed, residents could be relocated to the new rooms, but they would continue to use the existing wings to reach the central common area; this would require any renovation work in those existing areas to be sub-phased on each side of the connecting corridor. Alternatively, an entire wing could be vacated for a period of time, but that would entail multiple moves for residents over a period of several years.

The central Nurse Station would also have to be relocated at least twice to allow renovation there, and its temporary location would be difficult to access from at least one of the wings during that time. Overall, this would be a very disruptive process for the residents and staff, playing out over many years.

Furthermore, the additions would have to be located at the same elevation as the existing building, leaving the entire facility vulnerable to rising sea levels over the long term. Other limitations noted above to renovate the existing building— infrastructure buried below slab on grade, in particular— would remain.

We do not recommend adding to the existing building and then renovating all or part of the existing building, for many of the same reasons stated in Option 1 above— it would not be a wise investment of resources. The question of renovation was raised at the 5/6/19 Charrette, and no one present was in favor of saving the existing building.

### **3 Demolition of existing building to create a completely new OIH Facility, as part of a reconfigured campus**

#### **RECOMMENDED**

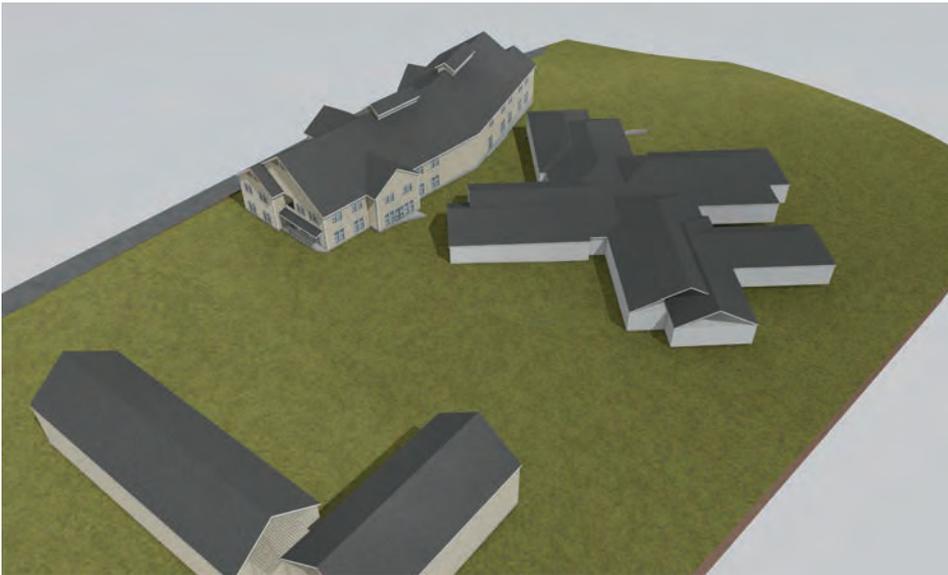
A new building makes the most sense, from a financial, operational and aesthetic standpoint.

A new building can be designed to the appropriate size needed to meet OIH's desired mix of mostly single and a few double rooms. The structure can be lifted above existing grade to avoid vulnerability to rising seas. The enclosure can be upgraded to provide better thermal comfort and minimize air infiltration with a life expectancy of eighty years. Phasing can be limited to two main phases (with a minor Phase 3 renovation to temporary common spaces on the 1<sup>st</sup> floor of Phase 1), which means contractors can work on large areas of scope without interruption and perform the work at a lower cost per square foot.

Likewise, disruption for residents and staff will be limited, compared to the renovation or partial renovation/addition scenarios. Residents will have to relocate one time from existing shared rooms to new shared rooms in Phase 1, and then half of them will relocate again to Phase 2 rooms. All new rooms will be larger than the existing OIH doubles and feature 3-fixture residential bathrooms, which means that at each step, the accommodations will keep improving. The construction work will occur in a separate building from where residents are housed, meaning less noise, vibration, dust and no unfamiliar construction workers within OIH.

Operationally, the new building can be designed to meet current nursing models for living and care, with single patient rooms that meet accessibility standards, together with appropriate nursing and storage support spaces. It can be designed flexibly to accommodate future demographic changes with a modular approach to singles and doubles. "Soft space" on the 1<sup>st</sup> Floor earmarked for community space, home health services headquarters, or medical offices will provide a cushion for future growth and offer the possibility of space for several assisted living units.

Finally, the new building can be sited and detailed to create an integral campus with Landmark House. It can be oriented to create an architectural dialog with Landmark, and its entry can face that building to help tie the two together visually. It can take advantage of great views of the ocean, harbor and town to the rear. The parking lots for OIH and Landmark can be consolidated and made more efficient. The aesthetics of the new exterior can harmonize with Landmark by employing a traditional Nantucket/ New England shingle style vernacular.



PHASE 1



PHASE 2 OPTION 1



PHASE 2 OPTION 2

## Project Challenges

### 1. Phasing

Rebuilding on the existing site requires phased construction so that residents can remain on site throughout the construction process. The goal is to have as few phases as possible to shorten the overall construction time and reduce the number of patient moves.

The phasing concept is to relocate up to 41 residents into double rooms within the new Phase 1 building, which will function as a self-contained, DPH code-compliant building while Phase 2 is under construction (see Architectural Schemes with Phasing, Options 1 and 2, p.41-53). 20 patient rooms will initially be outfitted as double rooms (larger than existing double rooms), and another as a single room, to accommodate up to 41 residents while Phase 2 is under construction.

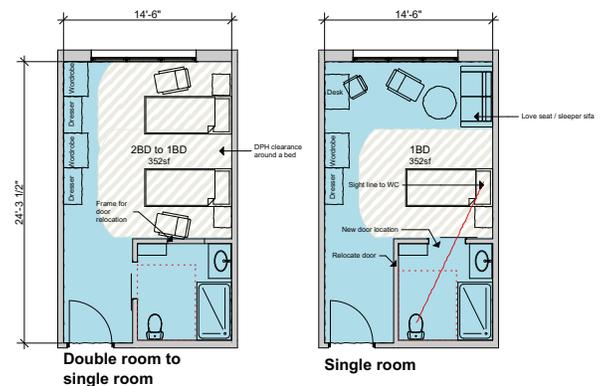
A temporary lift and exterior ramps will provide access to the elevated 1<sup>st</sup> floor of Phase 1 while Phase 2 is under construction. During this period, the Kitchen and Dining Room will be temporarily located on the 1<sup>st</sup> Floor of Phase 1.

Note that the mechanical infrastructure required for the temporary Kitchen is a substantial cost to the project; the temporary space must be fit out with kitchen equipment, plumbed and ducted to be fully operational for a relatively short period of time. If an alternative meal delivery service or caterer could be arranged instead— for a year or so while Phase 2 is under construction and assuming DPH would grant a waiver to allow it – the project could avoid this expense. Alternatively, it might be possible to get DPH approval for a reduced-size temporary Kitchen for Phase 1; on other projects, LWDA has helped to secure approval for this type of temporary accommodation during construction.

When Phase 2 construction is complete, half the residents will be decanted to Phase 2 rooms (mostly single occupancy), and all Phase 1 rooms will become single occupancy. We suggest that the Patient Toilet Rooms in Phase 1 have the sliding door relocated at this time to a different wall so that the Toilet room is easier to see and access from the bed.

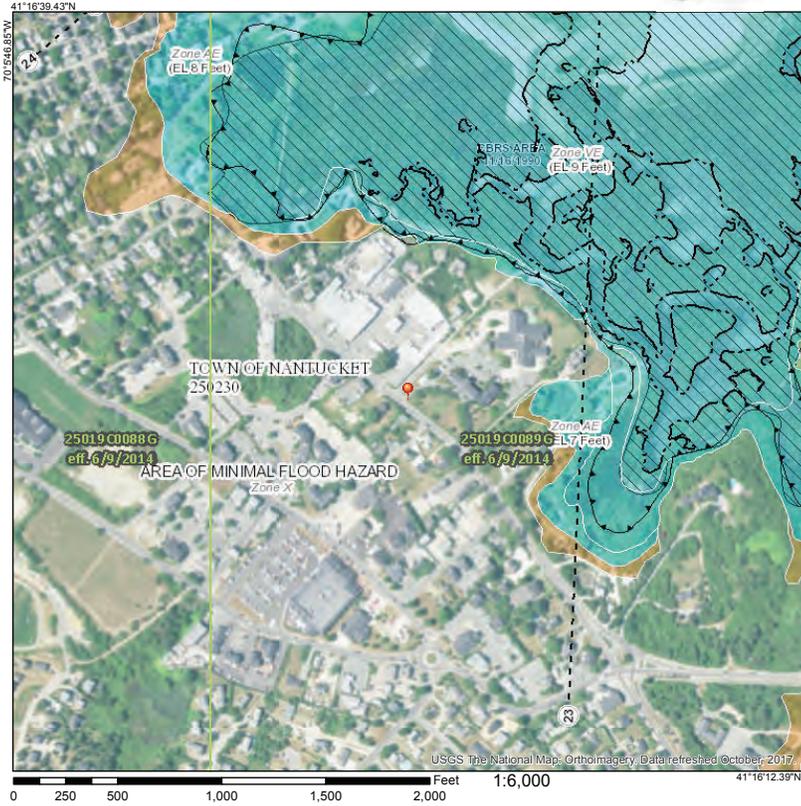
The temporary elevator and exterior ramps will no longer be needed once Phase 2 is complete and the site is regraded.

A small Phase 3 will involve renovation of approximately 8,000 sf of the 1<sup>st</sup> floor of Phase 1 to convert the temporary Lobby, Dining/ Kitchen and support spaces into permanent space. The Lobby, Dining Room and Kitchen will be relocated to the 1<sup>st</sup> Floor of Phase 2 for proper adjacency to loading, receiving and support spaces.



PHASE 1 RESIDENT ROOMS WILL BE FIT OUT AS DOUBLES AND LATER CONVERTED TO SINGLES

# National Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

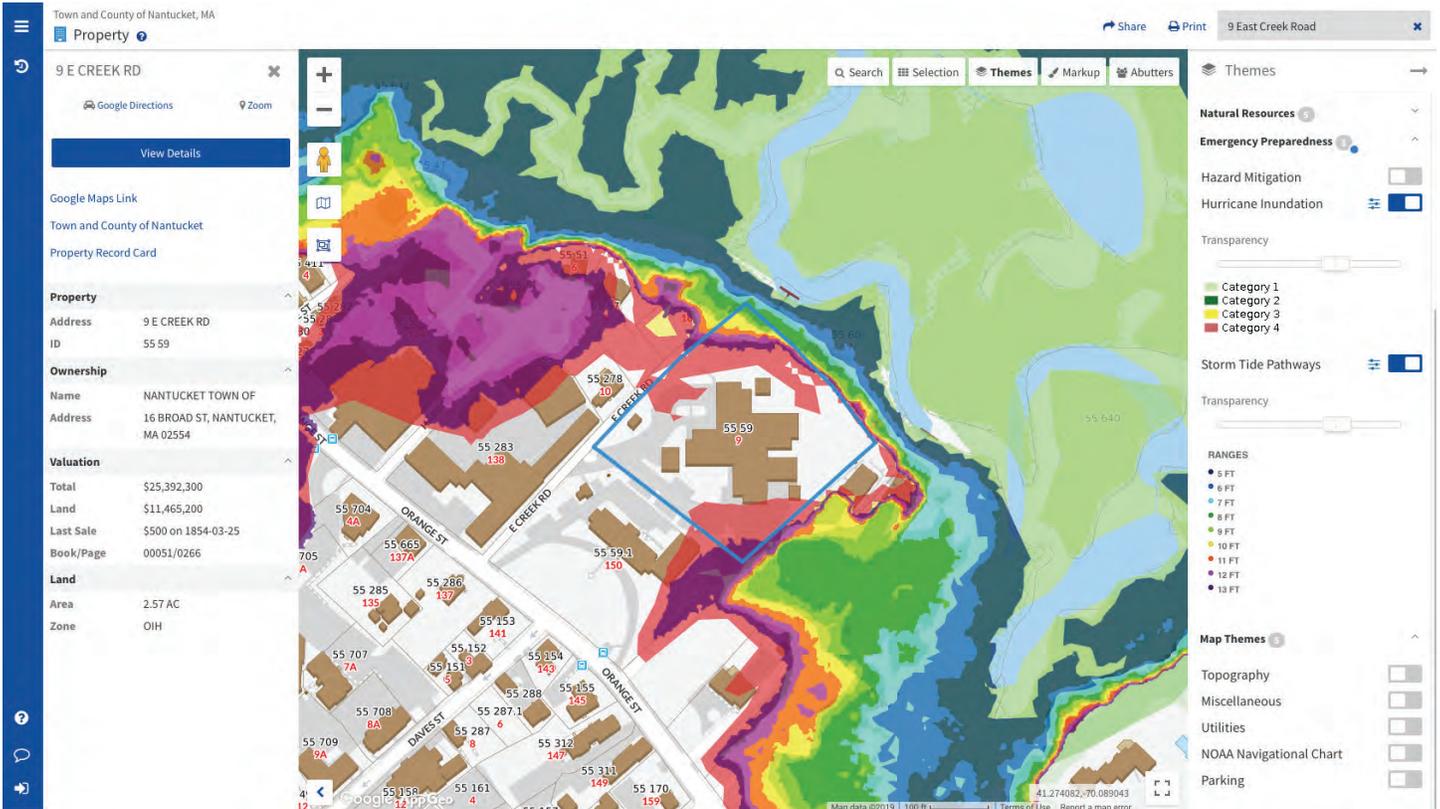
- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, V, AP9
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS**
  - Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES**
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS**
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/11/2019 at 4:01:12 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

NATIONAL FLOOD HAZARD LAYER



## 2. Resiliency

### A. Life Expectancy

The existing building needs replacement after only 40 years, partly due to a change in nursing care philosophy, but also due to a minimal first-cost construction approach. OIH has found that existing slab on grade construction makes maintenance difficult, and renovation within the minimal footprint has proven to be challenging and expensive (compare this situation to Landmark House, still useful, after substantial renovation, at 170 years).

New OIH construction should be designed to last at least 80 years, a reasonable life expectancy that represents a prudent return on investment; assume mechanical systems will be replaced once or twice during that period. The exterior envelope, subject to steady offshore winds, should be carefully detailed to minimize air infiltration.

### B. Rising seas:

According to Rebecca Lindsey, "Climate Change: Global Sea Level: NOAA Climate.gov, 8/1/18," Sea level has been rising over the past century, and the rate has increased in recent decades. In 2017, global mean sea level was 3 inches (77 millimeters) above the 1993 average—the highest annual average in the satellite record (1993-present) ... Since the start of the satellite sea level record in 1993, the average rate of sea level has been about one-eighth of an inch (3.1 mm) per year.

In 2012, at the request of the U.S. Climate Change Science Program, NOAA scientists conducted a review of the research on global sea level rise projections, and concluded that there is very high confidence (greater than 90% chance) that global mean sea level will rise at least 8 inches (0.2 meter) but no more than 6.6 feet (2.0 meters) by 2100."

NOAA further refines these predictions and states that for the year 2100, the current intermediate low-range prediction is 19" of sea level rise, and the intermediate-high range is 47". The year 2100 is a convenient reference point because it coincides with the proposed life expectancy of a new OIH.

The existing OIH 1<sup>st</sup> Floor elevation is at 13.5' above (current) sea level, high enough to avoid impacts of today's worst-case current anticipated storm surge and Category 4 hurricanes, per the Nantucket GIS website. The lower lying northern and southeastern corners of the site are currently vulnerable to worst-case storm surge and Category 4 hurricanes (see GIS map), and as the sea level rises, the area of potential worst-case inundation will encroach on the existing building footprint in the center of site.

If the 1<sup>st</sup> Floor of OIH can be elevated 5' above existing grade (i.e., raised from Elevation 13.5' to Elevation 18.5' above current sea level), the new building should be protected for its life expectancy. We think this can be achieved with careful regrading of site, while remaining fully accessible to residents and staff. (A raised floor will also allow for easier access to utilities and reconfiguration/ upgrades in the future, to avoid the kind of maintenance problems OIH is currently experiencing with deteriorating plumbing waste lines below the slab.)

Utility infrastructure— emergency generator, generator and propane tanks, transformer, meters— should also be raised to ensure continuity of service during severe weather events. As much as mechanical equipment as possible— cooling tower, heat pumps, condensing units— should be located on the roof or in the Attic.

We are also considering the feasibility of creating gaps covered with hinged doors, also known as flood vents, in the foundation wall on the north and southeast sides of the footprint, to allow any potential flood water to flow in and out during severe storms, to reduce the risk of water pressure damaging the foundation. The crawl space within the foundation wall will vary from 3' to 7' tall, and potentially could be used for "rough" storage, but any stored items would be vulnerable during severe storms.

### **C. FEMA flood zones**

The small low-lying area next to East Creek Road at the north corner of the property-- about 900 sf of the 120,000 sf OIH site-- falls within a FEMA Special Flood Hazard Zone VE at Elevation 9. The remainder of the property, including the existing building footprint, is considered to be in an "Area of Minimal Flood Hazard", but that boundary will change with sea level rise.

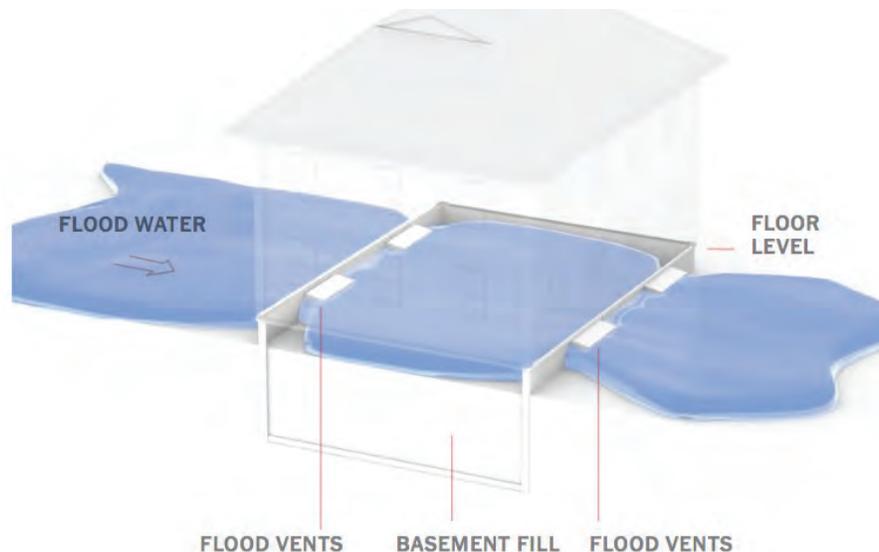
*This special flood hazard zone will grow as sea levels rise and is the reason the new building should be elevated.*

According to Anthony Paletta, "Battling a Flooded Future", AIA Architect Journal, 7/2/19:

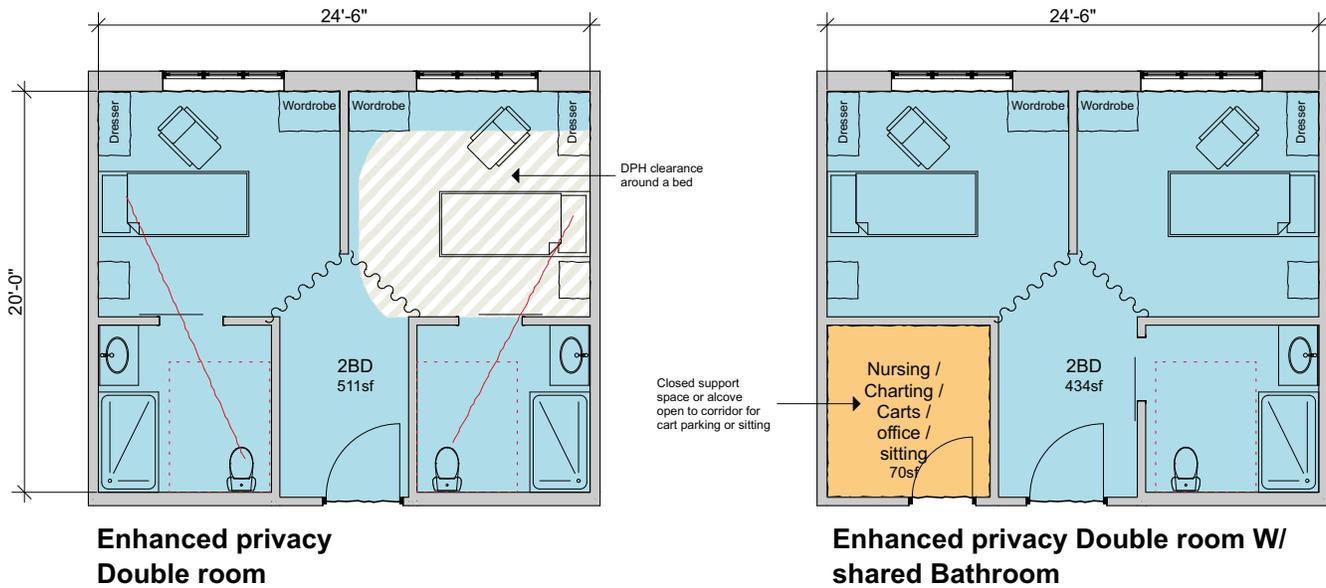
"FEMA's Risk Rating 2.0 update, set to be implemented in 2020, will apply a finer-grained set of evaluations to individual properties, including the elevation of ground on the property, the elevation of a structure's first-floor distance to water, and potential rebuilding costs."

### **D. Top of Coastal Bank Buffer:** (see Conservation Commission p.13)

There is a no-build zone within 50' of the Top of Coastal Bank lines, and a Do Not Disturb buffer zone within 25' of the lines. These setbacks restrict the location of a new building.



FLOW THROUGH FOUNDATION TO ACCOMMODATE STORM SURGE



LONG TERM FLEIBILITY FOR DOUBLE ROOMS

3. **Flexibility and Future Expansion**

- An elevated floor slab will allow for easy infrastructure access over life of the building.
- Long term adaptability from SNF single occupancy room to SNF double occupancy room is possible; modular room sizing allows typical proposed single rooms to be temporarily used as double occupancy, or two adjacent single rooms to be combined into a double room permanently, with the extra toilet room converted to nursing support if needed.
- If future census needs change and there is greater demand for Assisted Living and lesser demand for SNF beds (unlikely, but possible), a wing of the building could be retrofitted as Assisted Living, with a mix of 1 Bedroom and Studio apartments, within the proposed footprint. The wing would require a dedicated entrance and elevator.
- Long term expansion needs are currently undefined. There is little room for future horizontal expansion on the site; the footprint is close to East Creek Road on the northwest, the 50' setback line from the top of coastal bank on the northeast and is limited by a reasonably sized and configured parking lot on the southeast and southwest.
- Potential expansion space can be considered in the Attic. This would require an extension of stairs and elevators, dormer windows, and coordination of major pieces of mechanical equipment that will be located there. If any such expansion is contemplated, appropriate design measures would have to be incorporated during Schematic Design. Due to space limitations, it would be difficult to locate a conventional nursing unit there, but the space could certainly accommodate AL units, office suites, and/or various activity spaces.

#### 4. Sensitivity to Landmark House needs

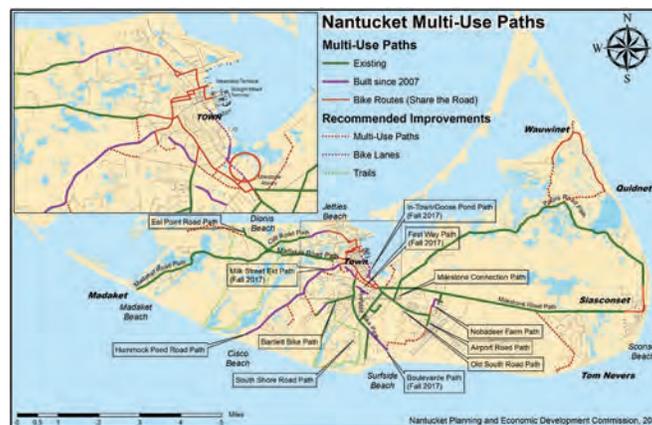
To create a sense of campus it is preferable to

- Orient the new building orthogonal to Landmark (e.g., parallel or perpendicular)
- Relocate the OIH entrance to face Landmark, to create a dialog between buildings and also to be more visible to visitors approaching from Orange Street
- Create a shared parking lot that reflects the current operational use of parking spaces.

Note that Landmark House will not be moved to make more room for OIH, and it will not be used as swing space for OIH residents during construction. There will be no change to the building, and there will be no change to Landmark’s ceremonial semi-circular drive facing Orange Street. Minor enhancements are planned along the edge of the parking lot at the rear of Landmark House that will widen the sidewalk. The existing outdoor transformer will be relocated as part of the parking lot reconfiguration.



LANDMARK HOUSE



NANTUCKET MULTI-USE PATHS

## 5. Opportunities for Community Inreach and Outreach

### A. Nantucket Trail Network for Biking and Walking

OIH should establish walking trail and bike path connections on its site to enable the Nantucket Wheelers Program to share in the expanding network of Nantucket bike paths and walking trails. An existing bike path crosses the Landmark House property along the north side of Orange Street and could be accessed via the existing driveway to the west of Landmark House to provide a safe connection for OIH residents.

The Nantucket Wheelers Program offers bike rides to OIH residents by certified volunteers on specially outfitted bikes that need to be stored and charged. Currently, the rides are arranged in advance and a van is summoned to bring residents to remote bike locations; if there was a storage/charging area on site under cover, it would be much more convenient for residents and providers, eliminating the need for the van and advance coordination.



NANTUCKET WHEELERS PROGRAM BIKE DIAGRAM

### B. Coordination with the Nantucket Land Bank Commission

We have not pursued potential arrangements with the Land Bank, but it might be worthwhile to explore options during Schematic Design for a possible land swap and/or easement arrangement between OIH and the Land Bank. The Land Bank owns additional properties in the lowland marsh to the northwest and northeast of OIH and might be interested in establishing a continuous coastal walking path close to the coastal bank.

Perhaps the small triangle in the northern corner of the OIH parcel beyond the coastal bank would be of interest to the Land Bank; it cannot be developed by OIH, as it sits beyond the top of coastal bank line. Or maybe the strip of OIH property shown on Options 1 and 2 for fire truck access could be granted as an easement to the Land Bank for a walking path. In return, OIH could benefit from use of the Land Bank's small parking area across East Creek Road. Such an arrangement would also provide ambulatory OIH residents access to a walking path with coastal views.

### C. **Outpatient Physical Therapy/ Occupational Therapy Clinic**

There was a strong desire expressed at the 5/6/19 Charrette for an outpatient PT/OT clinic that could serve the needs of the larger community as well as OIH residents. OIH Administration hopes to avoid the time and expense involved in providing these services to residents off-Island or bringing visiting nurses to the Island. Diane Pearl, MD, a representative of the Nantucket Cottage Hospital, agreed that outpatient physical therapy is currently underserved on the Island. Richard Hamilton of CLA suggested including an Aquatic Therapy component if possible, as that service does not currently exist on the Island.

A 2,100 sf outpatient PT/OT is shown on Architectural Options 1 and 2, on the 1<sup>st</sup> Floor of Phase 2, with a dedicated entrance and associated HC parking spaces. Note that this type of clinical space carries a substantial parking requirement that would have to be considered in the early stages of site design.

### D. **Adult Day Center Program**

This program differs from the generic community gathering space provided by a senior center such as Nantucket's Saltmarsh Senior Center. An Adult Day program would be tailored to address the needs of independent senior residents who need outpatient support services in a group setting to help with particular medical needs.

### E. **Other Potential Community Uses**

Potential uses for the 8,000 sf "Community Space" shown on the 1<sup>st</sup> Floor of the Architectural Options include home health services agency headquarters, medical offices with a geriatric emphasis, and assisted living units. A need for an Emergency Shelter and a Polling Station were suggested at early meetings, but it appears the new Nantucket Life Safety Building now meets those needs.

### F. **Saltmarsh Senior Center**

A separate feasibility study for the Saltmarsh Senior Center is currently underway to determine a long-range solution for that facility. We see inherent synergies between OIH and Saltmarsh and think the notion of a combined facility is certainly worth study. Although targeted for different populations, the two facilities share some basic requirements: convenient parking, 100% covered entry, staffed check-in, accessibility, accessible toilet rooms, kitchen and dining facilities, and multiple Activity Rooms and outdoor spaces for recreation. The Architectural Options included here would probably have to be modified and enlarged to accommodate the additional program. While this is only one potential scenario for the Senior Center, we think it merits a closer look.



LAND BANK

## Architectural Schemes with Phasing

### Design Assumptions

Phase 1 must accommodate 35 residents minimum for 12-15 month expected Phase 2 construction duration (duration to be confirmed by a General Contractor at a later date); current patient census fluctuates between 35 and 45. This will be accomplished with resident rooms that serve as double occupancy rooms until Phase 2 is complete, at which time the Phase 1 rooms will be decanted and used as single occupancy (see Option 1 and 2 Plans).

Phase 1 will feature complete MEP systems and utility connections, as it must function as a self-contained, stand-alone building while Phase 2 is under construction. Mechanical system distribution will extend from Phase 1 to serve Phase 2.

To address resiliency concerns, all major mechanical equipment will be located above grade to improve likelihood of continued operation during severe weather events. To maintain long term flexibility in the floor plan, we are locating some equipment (make up air unit, cooling tower units, air handler/ heat pumps) in the attic; the balance of the equipment will be on the 1<sup>st</sup> Floor of Phase 1.

At grade exterior utilities— emergency generator, diesel tank to serve the generator, and propane tank— will be temporarily located alongside East Creek Road to serve Phase 1 while Phase 2 is under construction. When Phase 2 is complete, these items will be relocated to an elevated Service Area on the east side of Phase 2, or on elevated platforms above potential flooding.

The electrical transformer that steps down power from a National Grid pole will be located alongside East Creek Road permanently. The transformer that serves the Landmark House will be relocated, also close to East Creek Road, to allow for parking lot reconfiguration.

### Option 1

#### Proposed Site Operations and Conditions

##### Landmark House

Under proposed conditions, primary access to the Landmark House will be maintained via the semi-circular drive access connecting Orange Street to the existing Landmark House. The Landmark House will be maintained as is. Parking along the northern portion of the Landmark House will be modified to allow for additional parking and to remove turning radii concerns for emergency vehicles. Electrical transformer serving Landmark House will be relocated closer to East Creek Road. Minor exterior amenities are proposed as part of this parking lot layout.

The Landmark House will maintain its location and access under proposed conditions. Access to this building will remain largely unchanged, with fire truck access to the southern and western sides of the building via the semi-circular access drive connecting to Orange Street. The northern and eastern sides of the building will be provided via the looped access drive with connection to the proposed parking areas to the north. The proposed layout will limit turning radii concerns in the existing conditions while offering additional off-street parking. Current water views from the rear of Landmark House will be circumscribed by the new OIH.



VIEW TO NORTHWEST WITH TOWN BEYOND



VIEW TO NORTHEAST WITH HARBOR BEYOND

## OIH

The existing Our Island Home building will be replaced with a new H-shaped structure. This layout will maintain existing views of the lot and provide more access for vehicles and emergency trucks. Loading and receiving will be maintained along the eastern side of the lot, which allows for better screening of maintenance areas from abutting lots. A large ADA-compliant terrace is proposed along the north side of the building to capitalize on views to the north. A circular drive with porte-cochere will allow for ease of pickup and dropoff from the front entrance.

The proposed emergency access to the new Our Island Home layout allows for access to all sides of the building. A Fire Department ladder truck could pull up right to the northeastern building facade via East Creek Road; the southern side of the building could be accessed via the proposed access drive from East Creek Road by turning through a proposed access loop that allows dropoff at the front entrance; the same access drive from East Creek Road could be utilized to access the southeastern side of the building via the parking and loading area to the southeast; and access to the northern portion of the building and associated Terrace areas could be utilized via a mountable curb from the southeastern loading area. The fire truck could drive over the curb and parking in the rear of the building for emergency purposes utilizing a geotechnical subsurface stabilizing grid that would allow for H2O loading. This approach limits impervious surfaces and allows infiltration while limiting site runoff.

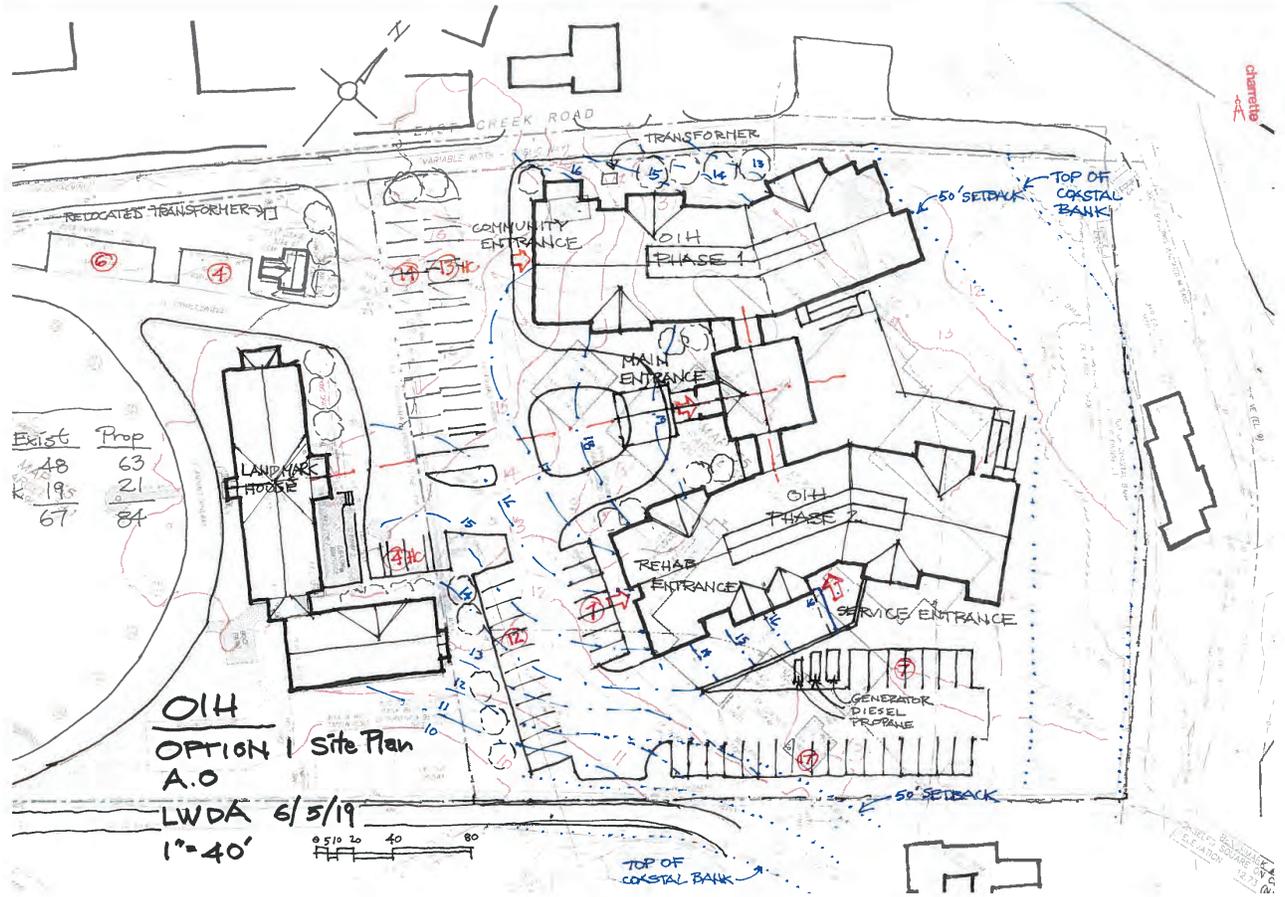
## **Site Design**

The H-shaped Option 1 is situated to create a campus comprised of OIH and Landmark House. The OIH entrance will face the de facto Landmark entrance at the rear of the building (although Landmark's formal entrance faces Orange Street, virtually all residents and visitors use the accessible entrance on the rear facing the parking lot). The wings of the new facility will splay slightly to create a generous forecourt that establishes an architectural dialog with Landmark; the central gabled porte cochere of OIH will align with the center projecting gable of Landmark's rear elevation. The height and profile of the new OIH will be similar to the height and profile of Landmark House, to reinforce this sense of courtyard. Note also that the new OIH entry court will be visible from Orange Street at the intersection with East Creek Road for easy wayfinding.

The approach to OIH will gently ramp up at the forecourt to lift the building above anticipated rising sea levels. This can be done with minor regrading of the parking lot, while maintaining full accessibility for disabled users. This raised 1<sup>st</sup> Floor will also enhance ocean views from the northeast and northwest sides of the new building.

The parking lot will be reconfigured with a more efficient layout that will allow for some flexibility of use between OIH and Landmark, if desired; designated spaces can be signed as required. There are two entries to the lot, for redundancy and ease of use. The overall parking count will be raised from the current 67 (OIH 48 + Landmark 19) to approximately 84 (OIH 64 + Landmark 21), including 9 accessible spaces and 6 van size accessible spaces. The spaces are situated to serve a potential outpatient PT/OT Clinic and/or Community Program on the 1<sup>st</sup> Floor at the front of OIH, and Landmark House as well. The generous drop-off circle for the OIH Main Entrance will accommodate up to six cars for temporary loading and unloading.

The footprint has been carefully positioned to respect the 50' setback for structures from the coastal bank required by the Conservation Commission's Wetland Protection Regulations. The 25' natural undisturbed zone along the coastal bank on the north and east sides will remain undisturbed.



OPTION 1 SITE PLAN



OPTION 2 SITE PLAN

## Building

The wings of the building have been slightly splayed to take advantage of the expansive views to the Northwest (Town), North (Harbor Outlet) and to the Northeast (Harbor), while avoiding direct alignment with the existing Starr House down at water's edge that is slated to receive an upper story soon, potentially blocking a view of the water from the 1<sup>st</sup> Floor of OIH.

The Lobby and Terrace will enjoy a spectacular harbor view. The Dining Room, located in the East Wing, will feature views of both the Town and Harbor. Most of the upper floor resident rooms will enjoy the same great views from a higher vantage point and will not be interrupted by the Starr House.

The exterior aesthetic will follow a traditional New England/ Nantucket vernacular with pitched fiberglass shingle roof, gable articulation, cedar shingle walls, punched window openings, generous porches and decks, and a stone (vener) foundation. Large areas of glazing in the connecting link will be employed to take advantage of water views.

Extra care will be taken to ensure a tight exterior shell, carefully detailed to minimize wind infiltration on the exposed site. We envision a multi-layered exterior wall:

- 5/8" drywall
- 6" metal studs with fiberglass batt insulation
- densglas sheathing
- air barrier
- Hunter panel (4" polyisocyanurate insulation on 3/4" fire resistant plywood)
- weather barrier
- 3/4" vented airspace created by fire-retardant battens or galvanized hat channels
- Cedar shingles

This assembly will save energy and increase occupant comfort.

## Option 2

Option 2 starts with the same Phase 1 building as Option 1, but Phase 2 is rotated 90° to create a T-shaped building. This layout sacrifices some of the "courtyard" sense of enclosure shared with the Landmark House created by Option 1, by opening up the site to the southeast and creating a longer building. It reduces the opportunity for a dramatic 2 story Lobby space in the center.

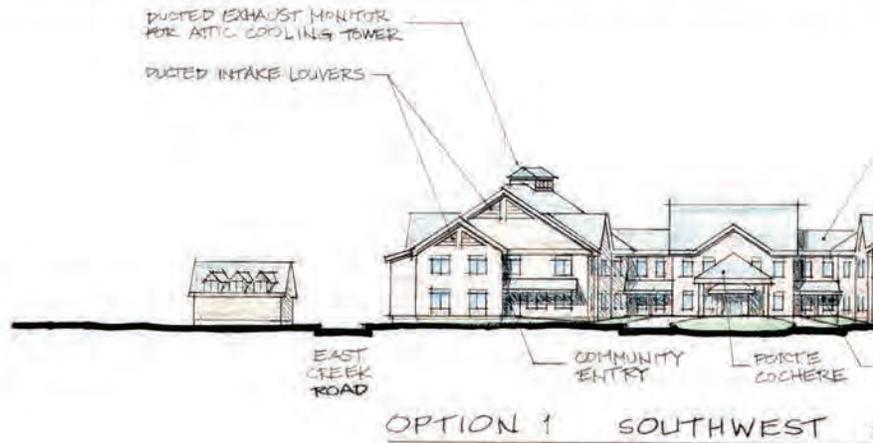
Option 2 has slightly longer distances from the central Nurse Station to the furthest resident rooms compared to Option 1.

Option 2 provides a more consolidated parking lot than Option 1, mostly between the Landmark House addition and the Service Entry for the new building, with the same total parking count of 84.

Option 2 gives up some water views for resident rooms that faace Landmark House: while Option 1 provides water views to 27 of 41 resident rooms, Option 2 provides water views to 23 of 41 resident rooms.

Both schemes provide a generous 1<sup>st</sup> floor Lobby, Terrace, Dining Room and Activity Rooms facing the water.

# OUR ISLAND HOME

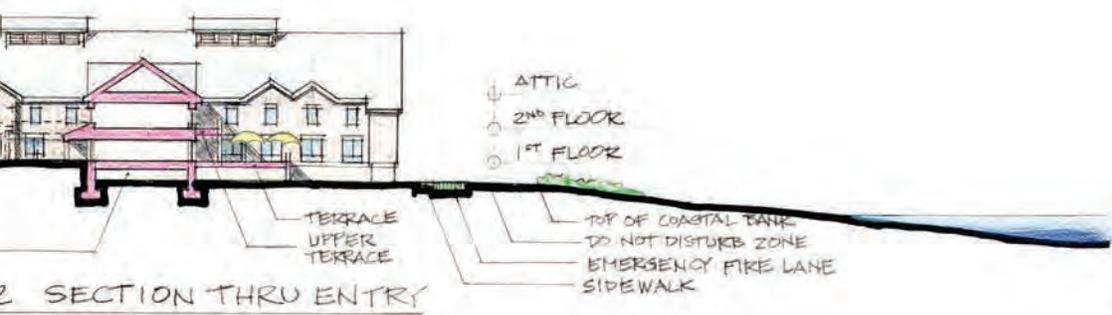
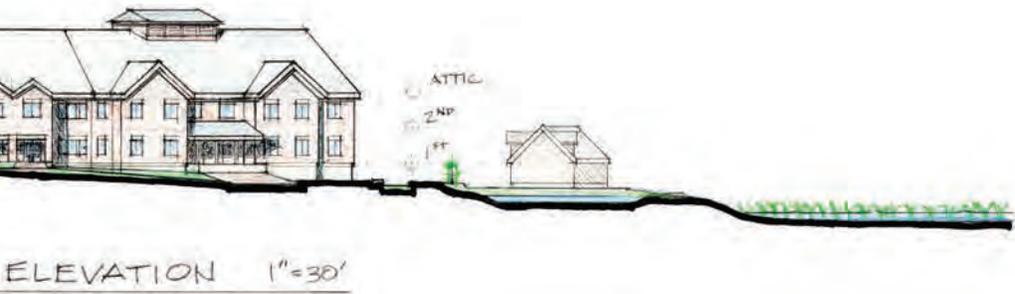
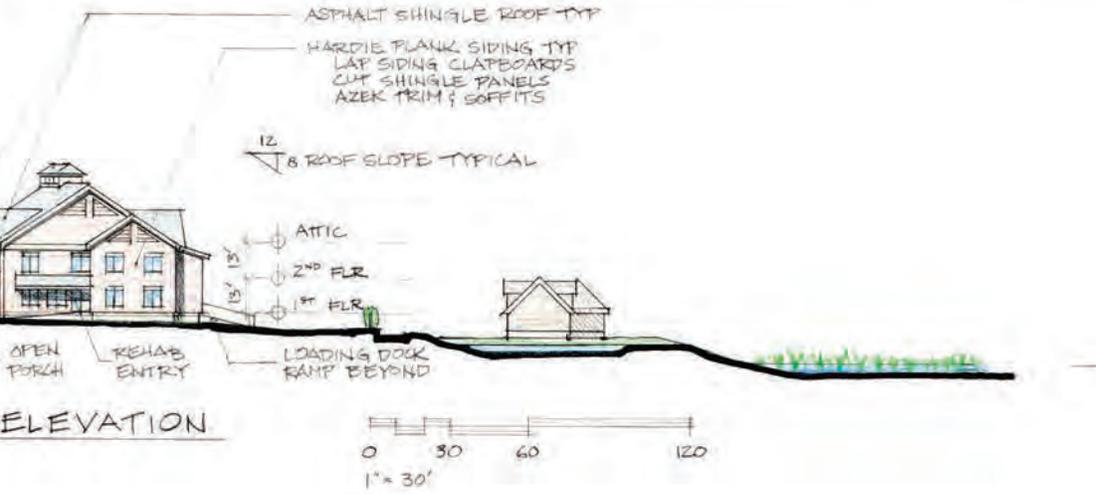


9 East Creek Road, Nantucket, MA 02554

**Our Island Home**

**Building Elevation**

© 2018 LVOA, Inc. Project # Enter Project Number, PM #00, Page 7/218





EXISTING





PHASE 2 OPTION 1



PHASE 2 OPTION 2



OPTION 1



OPTION 1



OPTION 2



OPTION 2





9 East Creek Road, Nantucket, MA 02554

SITE OPTION 1 - SECOND FLOOR PHS 2

1.4



2 1.4 FLR 2 OPTION 1 - PHS 2 Scale: 1/16" = 1'-0"

PHASE 2 CONSTRUCTION WILL FOLLOW THE DEMOLITION OF THE EXISTING BUILDING



9 East Creek Road, Nantucket, MA 02554

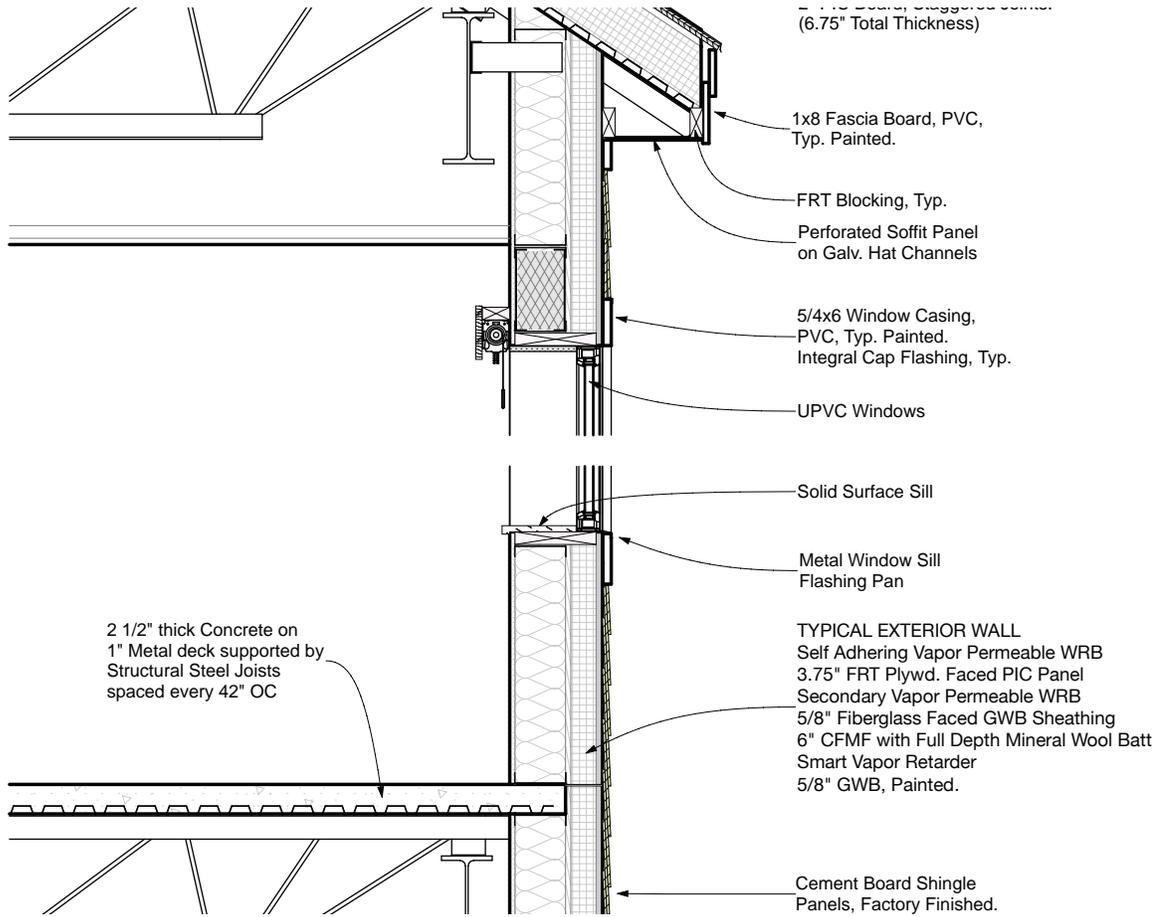
SITE OPTION 2 - SECOND FLOOR PHS 2

2.4

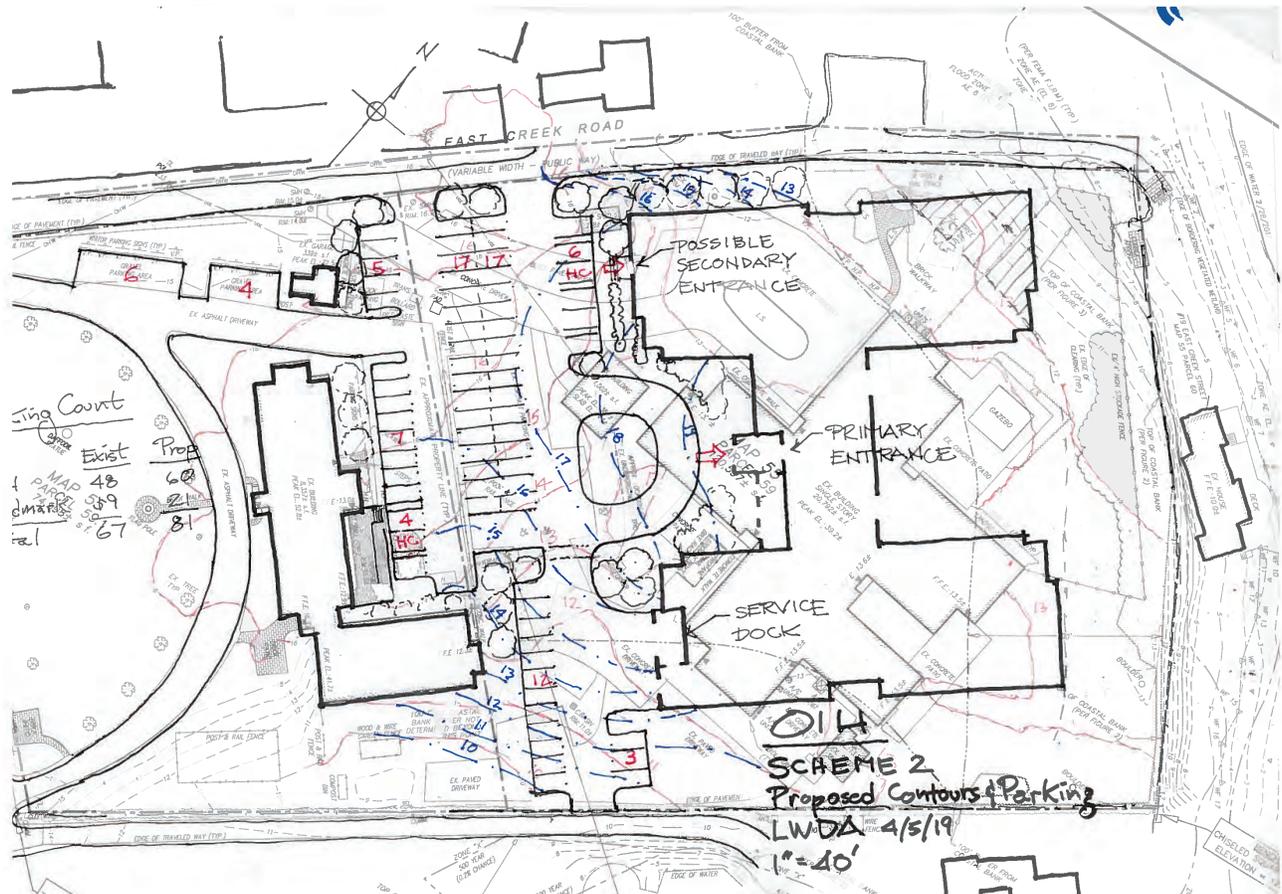


2 2.4 FLR 2 OPTION 2 PHS 2 Scale: 1/16" = 1'-0"

PHASE 2 CONSTRUCTION WILL FOLLOW THE DEMOLITION OF THE EXISTING BUILDING



WALL SECTION



### Staffing Implications

The footprint of Options 1 and 2 are dictated by the spatial requirements of the bed floor on Level 2. While the plans are extremely efficient, the schemes are larger than the existing building, primarily due to the increase in room quantity, from 24 to 41. This means the overall new building square footage, including both floors, is more than twice the size of the existing building, and is much closer to current expectations of prospective residents and families.

OIH Administration and Staff have raised concerns about the new building's impact on Staffing. All beds are located on one floor to simplify staffing and minimize staffing increases, but due to the increase in room quantity and resulting distances to the furthest room, the new plan may require some different approaches.

Option 1 would start with a temporary Nurse Station in Phase 1, which would then move to the central block to become a permanent, centrally located Nurse Station once completed in Phase 2. This central location is equidistant from the furthest wings, approximately 150' (compared to about 90' to the most distant room of the West Wing in the current OIH building). Each wing will have a Nurse Substation and appropriate decentralized support spaces.

### Discarded Options

LWDA and Town officials considered several other options that did not prove workable and were not further developed:

- **Option 3:** a precursor of Option 1, an H-shaped building sited closer to the coastal bank that intrudes into the 50' coastal bank setback. The advantage of this scheme was a wider parking lot between Landmark House and OIH that placed more of the parking near the Main Entrance.

This approach was reviewed informally with Jeff Carlson of the Nantucket Conservation Commission, and he explained that a waiver might be granted for the zone between 25' to 50' from the top of coastal bank if there was no reasonable alternative-- but Options 1 and 2, which are set back to the 50' line, are reasonable alternatives, so it would be a difficult argument to make to the Commission. The argument that Option 3 would provide more convenient parking to the Main Entrance would probably not be convincing, although if the issue is important to OIH, it can be pursued. Under no circumstances would a building be allowed within the 25' buffer zone from the top of coastal bank.

- **Option 4:** All resident rooms on the 1<sup>st</sup> floor, similar to the existing building.

The stumbling blocks to this scheme were:

- Temporary support services such as the Kitchen had to go on the 2<sup>nd</sup> floor
- There was no good location for a Service Entry and service support that didn't interfere with the nursing unit plan, except in the center block. This would require a service road to the rear (ocean side) of the building and effectively block all water views from the Lobby and turn the rear courtyard into a service space-- exactly the wrong idea.
- There was no opportunity for separate entries for Community Space, Rehab Clinic, AL units, etc.



**Conceptual SF**

Option 1	OIH			Community spaces			Building Total
	Phase 1 NW wing	Phase 2 Center & SE wing	OIH Subtotal	Phase 1 NW wing	Phase 2 Center & SE wing	Comm Subtotal	
1 <sup>st</sup> floor	6,677	14,360	21,037	5,692 (Comm)	2,137 (Rehab)	7,829	28,866
2 <sup>nd</sup> floor	12,443	15,850	28,293				28,293
Sub-Totals	19,120	30,210	49,330	5,692	2,137	7,829	57,159

Option 2	OIH			Community spaces			Building Total
	Phase 1 NW wing	Phase 2 Center & SE wing	OIH Subtotal	Phase 1 NW wing	Phase 2 Center & SE wing	Comm Subtotal	
1 <sup>st</sup> floor	6,564	13,605	20,169	5,846 (Comm)	2,187 (Rehab)	8,033	28,202
2 <sup>nd</sup> floor	12,422	14,614	27,036				27,036
Sub-Totals	18,986	28,219	47,205	5,846	2,187	8,033	55,238

Square footage numbers above are preliminary; there are still several variables that can impact the overall SF. Subsequent Schematic Design phase will provide a more accurate picture for common and service spaces.

The overall 1<sup>st</sup> floor area is based on the 2<sup>nd</sup> floor resident room building block footprint. DPH regulations require Phase 1 rooms to be code compliant for double occupancy while Phase 2 is under construction; Phase 2 can have slightly smaller single rooms or a slightly different mix (see A.4 Phase 2 room mix).

Note that the 8,000 sf Community or Opportunity Space is a byproduct of the size of the 2<sup>nd</sup> floor program. The 2<sup>nd</sup> floor establishes the size of the building footprint and leaves the 1<sup>st</sup> floor program building shell with approximately 8,000 sf of extra space available to fill in underneath.

Note also that the above SF numbers don't include Attic space for Mechanical Equipment, elevator pits, or outdoor spaces like the Terrace, Upper Terrace, Porte-cochere drop-off, or porches.

For both Options 1 and 2, there will be a small Phase 3 renovation to the Phase 1 building after Phase 2 is complete. This will encompass the Temporary Lobby, Administrative, Kitchen, Dining and Rehab spaces on the 1<sup>st</sup> Floor of Phase 1, approximately 8,000 sf. There might also be a small renovation to the Temporary Nurse Station on the 2<sup>nd</sup> Floor of Phase 1, approximately 400 sf.

### Resident capacity (Options 1 and 2)

DPH Licensed beds	Phase 1 Wing	Phase 2 Wing	Total
Temp DBL rooms	20	0	
SNGL Room	1	0	
Total residents	41	0	41
Final DBL rooms	0	4	
Final SNGL rooms	21	16	
Total Residents	21	24	45

As noted above, potentially a few AL units could be added in the 1st floor community/ swing space.



### **Rough Order of Magnitude Construction Cost Estimate** (by C2E)

*See Construction Cost Estimate in Appendix.*

C2E made rough order of magnitude construction cost estimates for Options 1 and 2 based on the following assumptions:

- The project would be built with a Construction Manager at Risk method of project delivery.
- The project would be built with conventional “stick-built” construction methods.
- a 30% “Island Factor” is added, based on experience C2E has had on three recent Nantucket projects, including renovations to the Police Station, the Harbor Terminal building, and a private Tennis Club.
- a 15% “Design Contingency” is added, which we believe is the right factor for a Conceptual Estimate to cover scope and detail that is undefined by the conceptual level of drawings and specifications. In our experience, we have found this to be a useful number to allow for items and systems that will be needed as the project proceeds into Schematic Design and Design Development with a greater level of specificity. The Design Contingency percentage will be reduced at each successive phase.

Bear in mind that the overall construction cost numbers at this point are largely a function of square footage, so the slightly larger Option 1 at 57,159 sf comes in at \$42.6M, vs. Option 2 at 55,238 sf comes in at \$41.5M.

Also bear in mind that these numbers are estimates for construction only and do not include the “soft costs” associated with a building project: architectural/ engineering design fees; financing, legal and accounting costs; moving/relocation costs; FF&E (furniture and furnishings); unidentified vendor-provided low voltage systems; and rolling equipment that may be required. Altogether, these items can add another 25-30 % to construction costs.

### **Modular Construction Option**

LWDA is exploring the feasibility of modular, pre-fabricated construction as a way to raise construction quality, save money and shorten the proposed construction schedule (see p. 60). We think this is a worthwhile consideration on the Island, where skilled labor can be scarce and usually commutes from the mainland, where materials are imported, and the construction season is limited.

On our July 25 Project Review visit, we toured a new wood-framed modular development of attached 2-story houses now under construction to the east of the new Public Safety building. Modules up to 15’ wide x 1 story high x up to 58’ long arrive by barge at the harborside, are craned onto a flat bed truck, delivered to site, and positioned by crane onto a foundation that has been poured in advance. The modules include an insulated exterior wall with windows and sheathing, interior partitions, fixtures and finishes. After positioning and stacking, utility connections are made, and the overall building is shingled and trimmed.

Many aspects of the OIH project would seem appropriate for modular construction, particularly the repetitive resident rooms, which we have based on a 15’ module. Unlike the modular housing above, OIH will require non-combustible 1B construction (i.e., fire-rated steel components). We

have been reviewing the OIH project with two modular firms from Pennsylvania and continue to research the topic.

The modular fabricator would act as a fabricator and supplier, not as a General Contractor (GC) or Construction Manager (CM), so any incorporation of modular components would require the selection of a GC or CM well-versed in modular construction. Also, the architect would have to tailor Construction Documents to follow a prefabricated approach, so the construction team— GC or CM, and modular fabricator-- would have to be brought in early in the design process.

Modular components would potentially include framing, exterior wall and weather barrier, interior walls and finishes, flooring and ceiling, electrical wiring, outlets and lighting, sprinkler pipes and portions of the mechanical system. NOT included would be sitework and utilities, foundations, exterior siding and trim, masonry, mechanical duct work, elevators, and complex geometry for sloping roofs (although basic shapes and framing could be fabricated).

Based on our preliminary discussions with modular construction companies, there exists a potential savings of 20% for the fabricated items. But the real benefits would be higher construction quality and shorter construction duration. For the OIH project, pre-fab construction could shorten each construction phase by several months, which would save financing costs and allow residents to go from double occupancy rooms in Phase 1 to private rooms in Phase 2 more quickly.

Note that this modular approach is NOT reflected in the C2E cost estimates.



MODULAR HOUSING NOW UNDER CONSTRUCTION NEAR OIH





**Next Steps: Proposed Building Project Schedule**

Next Steps beyond Feasibility Study

a.	OIH and Town decide to pursue project:		VOTE
b.	DoN to be filed with State	3 mo	
c.	DoN approval	6 mo	
d.	Fundraising		\$ ongoing \$
e.	Schematic Design	2 mo	
f.	Design Development	3 mo	
g.	DPH Part 1 Review and approval		4 mo overlap w/
h.	Completion of design	6 mo	
i.	DPH Part 2 Review and approval		2 mo overlap w/
j.	Bids	2 mo	
k.	Construction: 3 phases	<u>30 mo</u>	stick-built construction
Total after Town Vote to Approve Project		<b>52 months</b>	+/- (approximate)



# Town of Nantucket / Our Island Home CLA Engagement Update for Town Leadership

9/9 DRAFT FOR MEETING WITH SELECT BOARD ON 9/11



*Create Opportunities*

# Engagement Overview

**Contract #1124 Agreement signed 7/18/18, Executed on 8/31/18,  
Term of Agreement 1 year**

- Provide an assessment of Nantucket/OIH current operations
- Create financial models that allow for the evaluation of the financial impact of various strategies
- Renovate/replace the existing facility at the current site
- Provide an electronic version of the CLA Intuition tool that creates a series of modeling dashboards to allow the Town to view its short-term and long-term financial performance projections under a variety of scenarios.
- Propose potential revenue options for revenue enhancement
- Involve various Nantucket constituencies throughout this financial modeling process
- Present key information with ongoing reports for review and discussion



## CLA Engagement Team

- Richard J. Hamilton, CNHA, RPh., MBA
- Seth Wilson, CPA, MST
- Denise Soucy, NHA, MBA
- Mark Cummings, CPA
- Daniel Sullivan, CPA

## Prior On-Site Meetings / Reports

- September 24, 2018
- October 22, 2018
- December 18, 2018





# CLA Intuition<sup>®</sup> Financial Modeling Update

- Utilizing the most recent LWDA building scenarios

# Internal Use Analysis

The Town of Nantucket & Our Island Home (“Town” or the “OIH”) is in the process of evaluating a variety of strategies associated with the potential construction of a replacement nursing facility on existing property.

The planning dashboards and analyses included herein have been assembled from information provided by and reviewed by Town and OIH leadership, and are intended to provide a framework and analysis of the anticipated financial performance of the OIH, including the estimated impact of a number of strategic options and or strategies. The scenarios and analyses included herein are not intended to be a complete analysis of all factors impacting the future financial performance of the Town. **These analyses are intended for the internal use of the Town and OIH and should not be read by or relied on by other third party users for any purpose.**

The scenarios are based on assumptions concerning the impact of key assumptions and strategies on future financial performance. The assumptions disclosed herein, while not all-inclusive, are those that the Town and OIH leadership believes are significant to assess the anticipated financial performance of strategies and are key factors upon which the future financial results depend. In our presentation we may include projected statements of operations (the “Projections”) based on management’s assumptions. The Projections omit projected balance sheets and statements of cash flows and the summary of significant accounting policies, and does not purport to be presented in accordance with Generally Accepted Accounting Principles. We have not compiled or examined any of the financial data utilized in the analyses and the Projections and express no assurance of any kind on it. Furthermore, even if the assumptions disclosed herein were to materialize, there will be differences between projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.



# Information Utilized for CLA Intuition Presentation

- Fiscal Year 2019 Town of Nantucket financial results
- LWDA Cost Comparison Report
  - Two building scenarios

# CLA Intuition – Initial Year Calculations

(\$ in Thousands)	2019
<b>OPERATING REVENUES</b>	
Net Resident Revenues	\$ 3,146
Certified Public Expenditure (State Funds)	1,448
General Fund Subsidy	1,511
Total Revenues	6,106
<b>OPERATING EXPENSES</b>	
Labor Expense	6,039
Other Expense	1,485
Total Non Capital Expenses	7,524
Operating EBIDA	(1,418)
Operating EBIDA %	-23.2%
*Interest Expense (Funded by Town)	-
Total Operating Expenses	7,524
Operating Margin	(1,418)
Operating Margin %	-23.2%
<b>NON-OPERATING, NET</b>	
Retained Earnings Usage (Budgeted)	3,019
Total Non-Operating, Net	3,019
<b>NET MARGIN</b>	\$1,601
Net Margin %	26.2%

## Footnotes

- Financials provided by Town of Nantucket's FY 2019 report for Our Island Home
- Certified Public Expenditure is calculated based on Town of Nantucket's fiscal year (7/1/18 – 6/30/19) for the difference between the Medicaid and Medicare rate



# CLA Intuition - Baseline Assumptions

Revenue Inflation	2020	2021 +
<u>Resident Services</u>		
Private	3.5%	3.5%
Medicare	2.0%	2.0%
Medicaid	2.0%	2.0%
<u>Other</u>		
General Fund Subsidy	0.0%	0.0%
Expense Inflation	2020 - 2023	2024+
Labor	2.5%	2.5%
Other	3.5%	3.5%

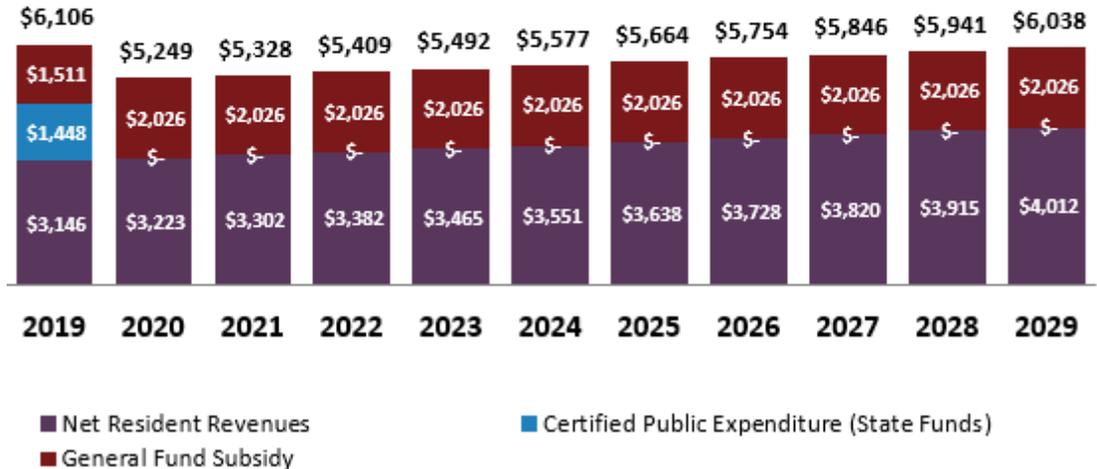
## Footnotes

- Retained Earnings Usage amount provided by Director of Finance as an annual budgeted amount

(\$ in Thousands)	2019	2020	2021
<b>OPERATING REVENUES</b>			
Net Resident Revenues	\$ 3,146	\$ 3,223	\$ 3,302
Certified Public Expenditure (State Funds)	1,448	-	-
General Fund Subsidy	1,511	2,026	2,026
Total Revenues	6,106	5,249	5,328
Operating Revenue % Change		-14.0%	1.5%
<b>OPERATING EXPENSES</b>			
Labor Expense	6,039	6,190	6,345
Other Expense	1,485	1,537	1,591
Total Non Capital Expenses	7,524	7,727	7,935
Operating EBIDA	(1,418)	(2,478)	(2,608)
Operating EBIDA %	-23.2%	-47.2%	-48.9%
*Interest Expense (Funded by Town)	-	-	-
Total Operating Expenses	7,524	7,727	7,935
Operating Margin	(1,418)	(2,478)	(2,608)
Operating Margin %	-23.2%	-47.2%	-48.9%
<b>NON-OPERATING, NET</b>			
Retained Earnings Usage (Budgeted)	3,019	2,687	1,685
Total Non-Operating, Net	3,019	2,687	1,685
<b>NET MARGIN</b>	\$1,601	\$209	(\$923)
Net Margin %	26.2%	4.0%	-17.3%

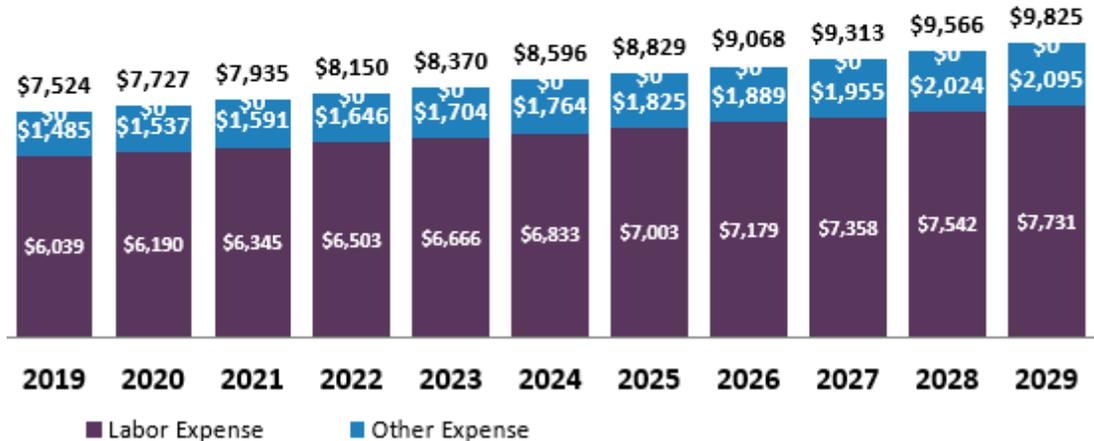
# Baseline Performance – Operating Revenues

Annual Operating Revenues (\$ in thousands)



# Baseline Performance – Operating Expenses

Annual Operating Expenses (\$ in thousands)

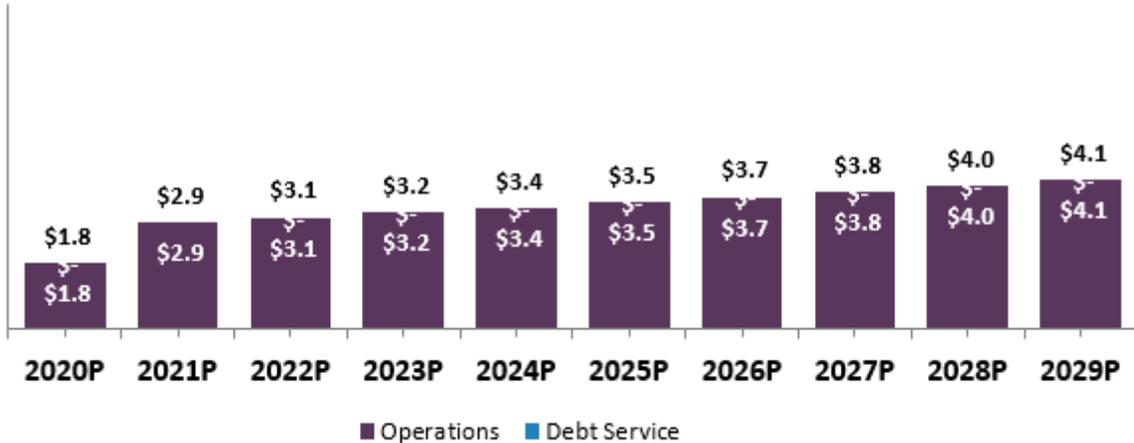


Baseline projection is based on Town of Nantucket’s FY 19 financial results  
 CLA suggested using CMS Five-Star Staffing guidelines to prepare future budgets – see additional slides



# CLA Intuition – Projected Annual Contribution from the Town Prior to New Construction

Annual Investment (\$ in millions)



## Cost Estimates Used for CLA Intuition Financial Modeling (Provided by LWDA)

<u>Line</u>	<u>Description</u>	<u>%</u>	<u>Option 1</u>	<u>Option 2</u>
<b>Construction Costs</b>				
1	Square Feet		57,156	55,238
2	Cost		\$ 27,307,764	\$ 26,630,006
<b>Other Construction Costs</b>				
3	Overhead & Profit	10%	2,730,776	2,663,001
4	Bond	1%	273,078	266,300
5	Island Factor (Est. 30% - 40%)	30%	8,192,329	7,989,002
6	Project & Design Contingency	15%	4,096,165	3,994,501
7	<b>Total Construction Costs</b>		<b>\$ 42,600,112</b>	<b>\$ 41,542,810</b>
<b>Other Project Costs</b>				
8	Furniture Furnishings and Equipment (FF&E)		1,084,020	1,084,020
9	FF&E Design		75,000	75,000
10	Fixed Equipment (Kitchen & Laundry)		400,000	400,000
11	Architectural and Engineering (Ln. 2 + 6 x %)	7.5%	2,355,295	2,296,838
12	Other Consultants (Site, landscape, lighting, etc.)		300,000	300,000
13	Other All-In Costs at \$900 per Sq. Ft. (by Working Committee)		4,625,973	4,015,532
14	<b>Total Project Costs</b>		<b>\$ 51,440,400</b>	<b>\$ 49,714,200</b>



# Project Assumptions

<input checked="" type="checkbox"/> Capital Project	
Private Rooms	35
Semi-Private Rooms	5 (Total Beds: 45)
<u>SNF Space</u>	
Sq. Ft. (Private Room)	150 (Square Footage (Private): 5,250)
Sq. Ft. (Semi-Private)	220 (Square Footage (Semi): 1,100)
SNF Sq. Ft. per Bed	1,075 (SNF Square Footage: 48,375)
<u>"Opportunity" Community Space</u> (Community Square Footage: 8,000)	
Therapy Space	1,000
Adult Day Health Space	1,500 (50 sq. ft. x 30 participants)
Home Health Admin. Space	500
Employee Housing Space	1,000
Other Community Space	4,000
Construction and Financing	(Total Square Footage: 56,375)



CONSTRUCTION COST ENGINEERING OF BOSTON

19 0500

Our Island Home, Nantucket, Option #1 Conceptual Estimate

2019 BOSTON UNION AVERAGE

57156 SF

## Cost Comparison Report

Monday, July 22, 2019

19 0502

Our Island Home, Nantucket, Option #2 Conceptual Estimate

2019 BOSTON UNION AVERAGE

55238 SF



# Project Assumptions –

## See Tentative Timeline Below

<b>Construction and Financing</b>		<b>(Total Square Footage: 56,375)</b>
<b>Cost per Sq. Ft. (2018 dollars)</b>	<b>\$900</b>	<b>(Project Cost: \$50.7M)</b>
<b>Start Date</b>	<b>10/1/2021</b>	
<b>Project Length</b>	<b>24 months</b>	<b>(Completed 9/30/2023)</b>
<b>Cash Portion</b>	<b>0%</b>	<b>(\$M cash + \$51M borrowed)</b>
<b>Loan Term</b>	<b>20 years</b>	<b>(Annual Debt Service: \$4.M)</b>
<b>Interest Rate</b>	<b>4.50%</b>	

### Tentative Timeline (Best Case Scenario)

- a. Sept 11, 2019 Basic Concept presented to Select Board
- b. Spring 2020 Town Meeting vote to approve funding for A/E design and OPM fees
- c. Spring 2020 RFQ for A/E design firms, OPM
- d. Summer 2020 Interview A/E firms and select
- e. Fall 2020 Begin Schematic Design
- f. TBD - 2021 Complete Construction Documents
- g. TBD - 2021 Bidding
- h. TBD - 2021 Town votes (x2) to fund project (town meeting and ballot question)
- i. TBD - 2021 Begin construction Phase 1
- j. TBD - 2022 Demolish existing OIH, begin construction Phase 2
- k. TBD - 2023 Complete construction Phase 2 and occupy
- l. TBD - 2024 Complete 1st Floor renovations to Community Space



# Project Assumptions

Overall operating costs are not expected to materially change

Staffing and Operational factors assumed for new building:

- i. Nursing and Administration staff will not increase
- ii. Housekeeping staff will increase because new building is more than double existing size
- iii. Energy costs might not change that much; new building will be larger but more efficient and better insulated
- iv. Renovation and upkeep costs will be minimal for first 10 years

## State Cost Report Operating Metrics (Calendar Year 2018)

### Labor

Total Hours	113,335
Total FTEs	54.5

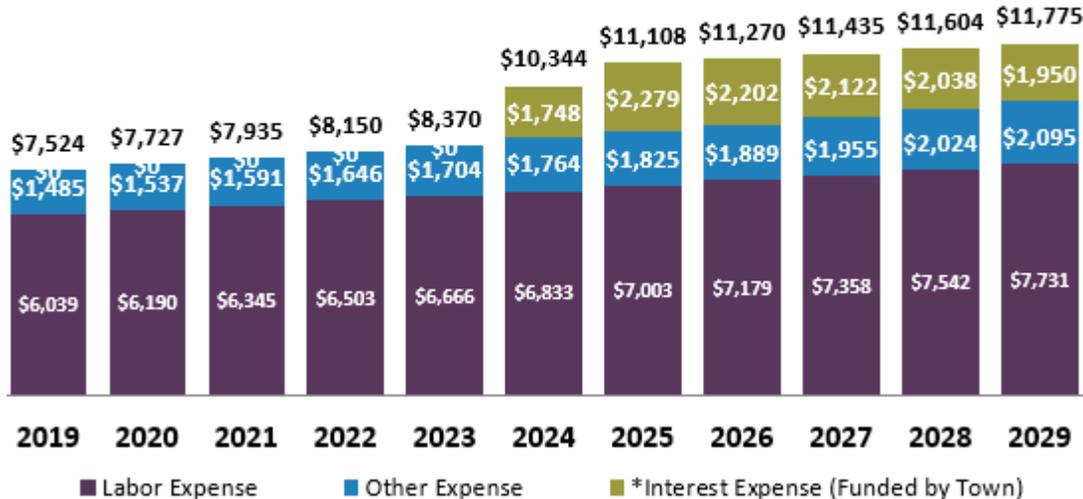
### Operating Costs (Dollars and Percentage)

Nursing	\$3,421,549	42.2%
Variable Expenses (Dietary, Plant, Laundry, Hskg, etc.)	3,113,038	38.5%
Administration & General	992,109	12.3%
Non-Nursing Expense (User Fees, etc.)	291,331	3.6%
Fixed Costs	<u>275,658</u>	<u>3.4%</u>
<b>Total Operating Costs</b>	<b><u><u>\$8,093,685</u></u></b>	<b><u><u>100.0%</u></u></b>



# CLA Intuition – Annual Expenses with Construction

Annual Operating Expenses (\$ in thousands)



Interest expense appears in the year construction is completed (estimated 2024)



# Project Performance

Annual Investment (\$ in millions)

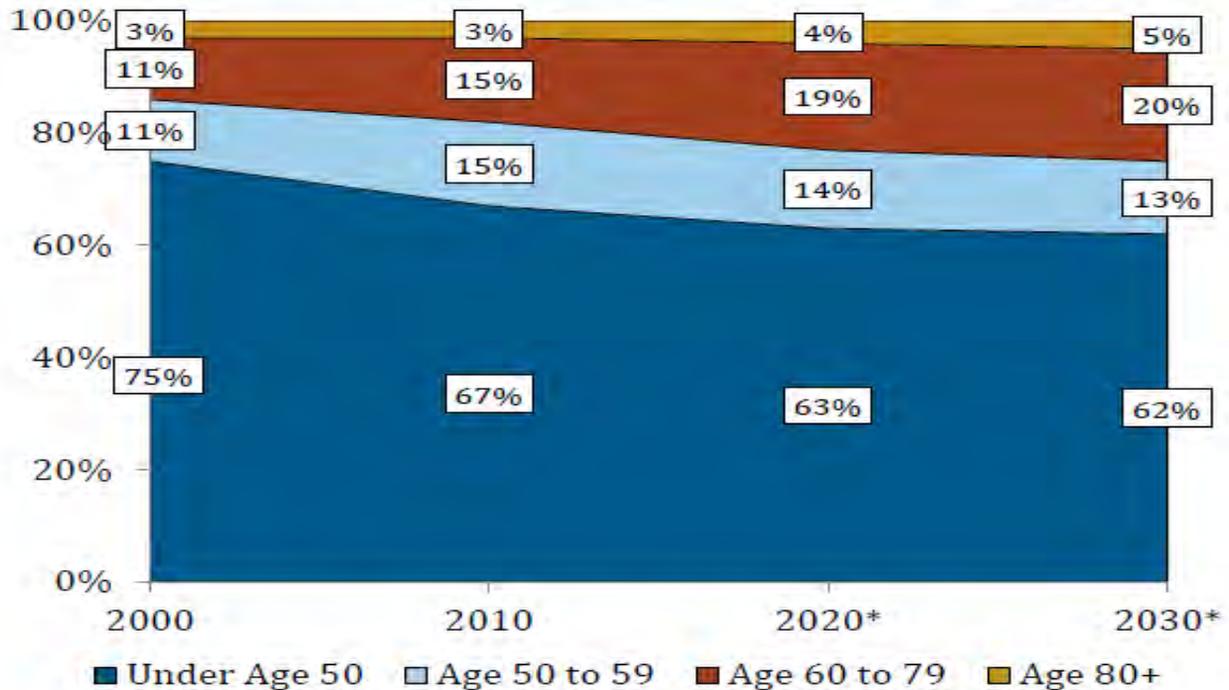




# Nantucket Demographic Information (previously provided on October 22, 2018)

Source: University of Mass. Boston, Scholar Works at UMass Boston,  
Center for Social and Demographic Research on Aging Publications –  
Gerontology Institute –  
Report 1-2018 Aging on Nantucket: A Community Needs Assessment –  
Caitlin Coyle & Jan Mutchler

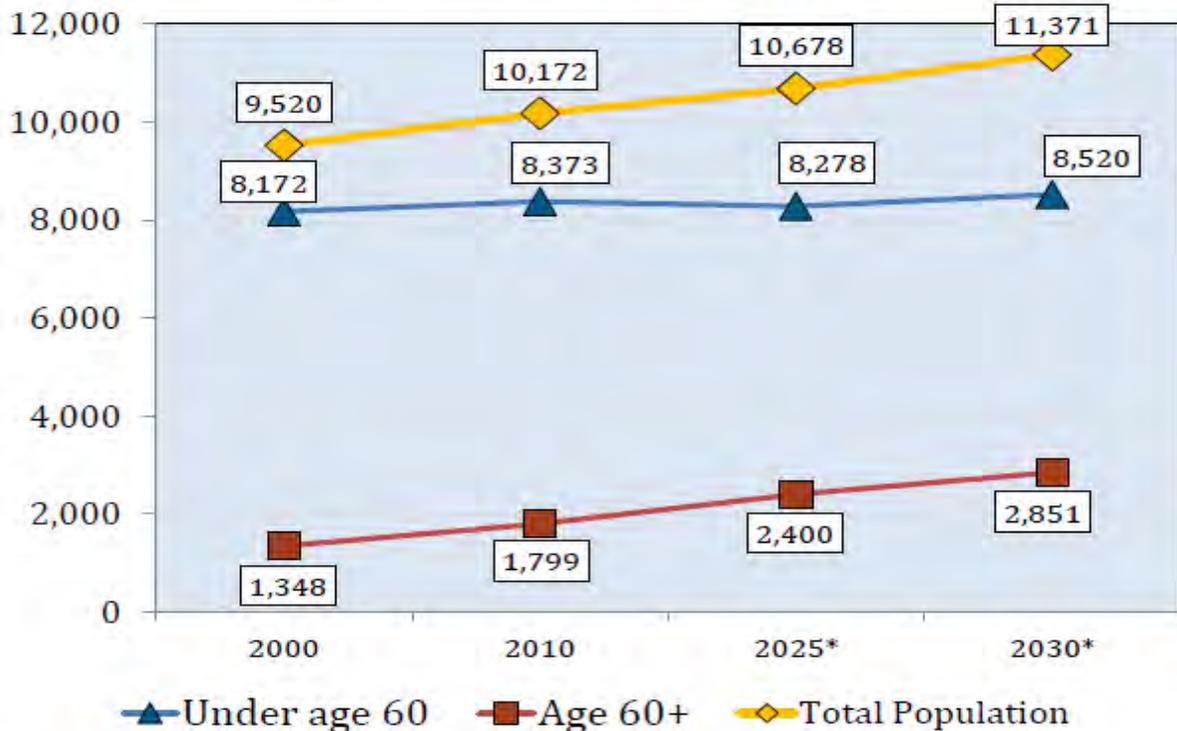
**Figure 1. Recent and future age distribution of Nantucket 2000 to 2030**



Source: U.S. Census Bureau, Census of Population for 2000 thru 2010.

\* Figures for 2020 and 2030 are projections generated by the Donahue Institute, University of Massachusetts: <http://pep.donahue-institute.org/>

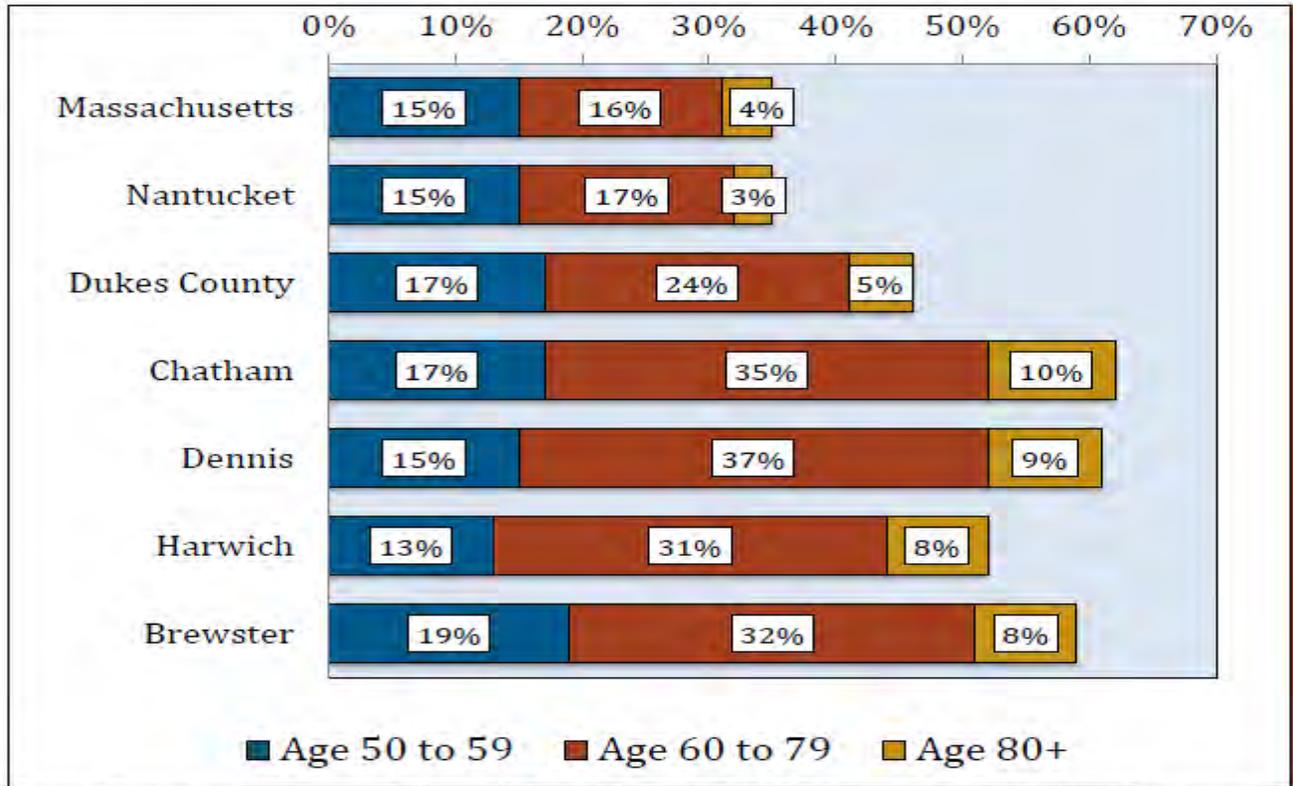
Figure 2. Population size on Nantucket, 2000, 2010, and projections to 2030\*



Source: Population figures for 2000-2010 are from the U.S. Census, 2000 thru 2010.

\* Figures for 2025 and 2030 are projections generated by the Donahue Institute, University of Massachusetts: <http://pep.donahue-institute.org/>

**Figure 3. Age distribution on Nantucket, comparison communities, and Massachusetts**



Source: American Community Survey, 2011-2015, Table B01001. Numbers are calculated from survey estimates.



# CMS Five-Star Quality Rating

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

# CMS - Nursing Home Compare

## How can Nursing Home Compare help you?

---

Nursing Home Compare allows you to find and compare nursing homes certified by Medicare and Medicaid. This website contains quality of resident care and staffing information for more than 15,000 nursing homes around the country. Nursing homes provide skilled care to people who can't be cared for at home and need 24-hour nursing care. Skilled care includes skilled nursing or rehabilitation services to manage, observe, or assess a resident's care. Examples of skilled care include occupational therapy, wound care, intravenous (IV) therapies, and physical therapy. You can learn more about other types of long-term care facilities [here](#).

The information on Nursing Home Compare can help you learn:

- How nursing homes have performed on health and fire safety inspections
- How the nursing home is staffed with nurses and other healthcare providers
- How well nursing homes care for their residents



# Our Island Home Star Ratings



Source: CMS Nursing Home Compare, August 2019

Footnote 12: More than four days without RN direct care coverage during Q1 of calendar year 2019

# Health Inspection Summary

<b>Deficiency Category</b>	Inspection Date: <b>02/27/2019</b> Complaint Reporting Period: 8/1/2018 - 7/31/2019	Inspection Date: <b>11/09/2017</b> Complaint Reporting Period: 8/1/2017 - 7/31/2018	Inspection Date: <b>09/27/2016</b> Complaint Reporting Period: 8/1/2016 - 7/31/2017
<b>Freedom from Abuse, Neglect, and Exploitation Deficiencies</b>	0	1	1
<b>Quality of Life and Care Deficiencies</b>	0	1	2
<b>Resident Assessment and Care Planning Deficiencies</b>	1	0	1
<b>Nursing and Physician Services Deficiencies</b>	1	0	0
<b>Resident Rights Deficiencies</b>	1	1	0
<b>Nutrition and Dietary Deficiencies</b>	0	0	2
<b>Pharmacy Service Deficiencies</b>	1	1	0
<b>Environmental Deficiencies</b>	1	0	1
<b>Administration Deficiencies</b>	0	1	0



# Nursing Staffing Rating

	OUR ISLAND HOME	MASSACHUSETTS AVERAGE	NATIONAL AVERAGE
Staffing rating	 Much Below Average		
Average number of residents per day	33.7	98.4	86.1
Total number of licensed nurse staff hours per resident per day	1 hour and 28 minutes	1 hour and 37 minutes	1 hour and 34 minutes
RN hours per resident per day	31 minutes	44 minutes	41 minutes
LPN/LVN hours per resident per day	57 minutes	53 minutes	53 minutes
Nurse aide hours per resident per day ⓘ	2 hours and 52 minutes	2 hours and 11 minutes	2 hours and 17 minutes

CMS Expected Total Nursing Hours PPD	Total Nursing Hours PPD Reported by OIH	Adjusted Total Nursing Hours
2.94	4.33	4.72

Source: Publicly available PBJ data for 2019 Q1

**Footnote 12: More than four days without RN direct care coverage during Q1 of calendar year 2019. This downgraded staffing to 1 star, despite total nursing hours exceeding CMS expectations.**



# Quality Rating – Short-Stay Measures

	OUR ISLAND HOME	MASSACHUSETTS AVERAGE	NATIONAL AVERAGE
Short-stay quality of resident care ⓘ	★☆☆☆☆ <b>Much Below Average</b>		
<b>Measures used to calculate the star rating - Short-stay residents</b>			
Percentage of short-stay residents who were re-hospitalized after a nursing home admission. <i>Lower percentages are better.</i>	30.2%	24.5%	22.3%
Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i>	10.4%	10.3%	10.7%
Percentage of short-stay residents who got antipsychotic medication for the first time. ⓘ <i>Lower percentages are better.</i>	3.7%	1.7%	1.8%
Percentage of SNF residents with pressure ulcers that are new or worsened. ⓘ <i>Lower percentages are better.</i>	Not Available <sup>13</sup>	NOT AVAILABLE	1.6%
Percentage of short-stay residents who report moderate to severe pain. <i>Lower percentages are better.</i>	48.5%	12.1%	12.0%





Contacts:

Rick Hamilton, CNHA, R.Ph., MBA, Principal  
617-984-8142  
richard.hamilton@CLAconnect.com

Seth Wilson, CPA, MST  
617-984-8165  
seth.wilson@CLAconnect.com



**Preliminary Outline #1 for 2021 Annual Town Meeting Warrant**

For 10/14/20 SB review

As of 10/09/20

NOTE: Numbering & Order is NOT FINAL

**Annual Articles**

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization
5. Appropriation: Reserve Fund
6. FY 2021 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2022
8. Appropriation: FY 2022 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2022 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2021 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2022 County Budget
19. Rescind Unused Borrowing Authority (*if needed*)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

**Other Selectmen Sponsored Articles**

NOTE: most of these were reviewed/discussed by SB and/or Town Administration since the 2020 ATM

**OTHER APPROPRIATION or FINANCE RELATED**

**Carried Over from June 25, 2020 ATM:**

- \*Our Island Home Override
- \*Article 10 – Several Items (\$896,160; \$266,522)
- \*Article 11 – Newtown Road Transportation Improvements (\$1,154,105)
- \*Article 12 – Reconstruction of Lover’s Lane (\$3,272,892)
- \*Article 13 – Construction & Improvements to Amelia Dr/Waite Dr (\$3,721,200)
- \*Article 14 – Children’s Beach Stormwater Pump Station Improvements (\$3,300,000)
- Article 24 – OPEB Appropriation (\$500,000)
- Article 25 – Senior Work-off Program (\$25,000)
- Article 26 – Special Stabilization Fund for Airport Employee Accrued Liabilities (\$100,000)
- Article 27 – Special Stabilization Fund for Town Employee Accrued Liabilities (\$500,000)
- Article 30 – Land Bank Financing
- Article 35 – Appropriation for Incineration of Solid Waste (C Williams)

Article 36 – Legal Opinion for Beach Access (C Williams)  
Article 37 – Appropriation for Hazardous Waste (A Lowell)  
Article 38 – Re-establish Parks and Recreation Dept (M Zodda)  
Article 116 – Stabilization Fund

*Other Financial:* clean up re Substance Abuse and Mental Health Special Purpose Stabilization Fund (?  
Checking on this – has to do with funds from local marijuana establishment(s) community benefit  
payments and whether those can automatically go into this Fund or does Town Meeting have to vote  
that)

*\*had companion ballot questions; DOES THE SB WANT TO PUT THESE ON THE WARRANT?*

### **ZONING\* BYLAW & GENERAL AMENDMENTS**

*\*Board discussion occurred in January 2018 regarding a request/directive that all zoning articles must  
be accompanied by a narrative explanation as to why the item is being put forward, along with any  
operational or financial impacts*

#### *Zoning Bylaws*

**Carried Over from June 25, 2020 ATM:**

**Articles 43, 44, 45, 48 – Town-sponsored**

**Articles 54 (S. Ottison), 55 (R. Von Kampen), 56 (I. Schreiber), 57 (J. Driscoll), 58 (V. Oliver), 61  
(R. Atherton)**

**See attached Preliminary Zoning Articles from Planning Board**

#### *General Bylaws*

- Noise bylaw: Adjust time restrictions? (Citizen Requests; ACNVT request - attached)
- Storm water (under development; TBD)
- Clean up issue with CHS membership number
- Paid parking? (Note outcome of Article 66/2020 ATM)

### **HOME RULE PETITIONS – NOTE TO SELF – ADD THE ARTICLE #s**

*Resubmittal of Pending HRP's from 2020 ATM (these have not been acted upon by the Legislature as of  
now; some have been through more than one ATM)*

- Wannacomet – Sconset Water merger [hopefully this will finally be approved before 2021]
- Community Housing Bank
- Authorization for affordable housing covenants
- Real estate transactions with Land Bank: Mill Hill Park, Coffin Park, Nobadeer Playing Fields,  
Candle House Lane, Milestone Rotary
- Airport Capital
- Charter Change for Audit Comm

*New*

?

***MGL ACCEPTANCES***

- Municipal Water Infrastructure Investment Fund (needs research, and would also require a ballot vote) – do we want to pursue this?

-

***REAL ESTATE RELATED***

- TBD in connection with HRP's with Land Bank (see above)

**Carried Over from June 25, 2020 ATM:**

- **Article 101 – Real Estate Acq/114 Orange St**
- **Article 102 – Real Estate Disp/114 Orange St**
- **Article 103 – Real Estate Acq/64 N Liberty)**

***OTHER CITIZEN***

**Carried Over from June 25, 2020 ATM:**

- Article 63 – Affordable Housing Requirement (A. Lowell)
- Article 64 – Public Property Damage (A. Lowell)
- Article 67 – Prohibiting Roundabouts Near Schools (J. McGrady)
- Article 68 – Complaint Committee (T. Williams)
- Article 73 – Single Use Plastics (B. Mandel)
- Article 75 – Bicycles (I. Golding)
- Article 76 – Bicycles (I. Golding)
- Article 78 – Outdoor Lighting (L. Williams)
- Article 79 – Noise/Leaf Blowers (J. Lindner)
- Article 83 – Sewer District Map Change (B. Swain)
- Article 84 – Sewer District Map Change (B. Swain)
- Article 114 – Bicycles (I. Golding)

Town Govt Study Committee Questions Follow-up?

***BALLOT QUESTIONS***

-- possible debt exclusion(s) and/or capital exclusion(s) for capital projects – *will have to revote any ballot questions from 2020 ATE*

***CITIZEN ARTICLES***

**Submittal deadline Mon, November 13**

**# Citizen Articles Carried Over from June 25, 2020 ATM: 22**

## Article Concepts for 2021 ATM (October 7, 2020 – LWS Draft)

**\*\*\*These are concepts for discussion only, final list to be determined collectively as a Board\*\*\***

### RC-2 Phase Out Articles

- RC-2 to CTEC – Appleton Road, Perry Lane, and Bartlett Road (Article 43 2020 ATM). Remove 8 and 10 Appleton from CTEC and add to R-5.
- RC-2 to R-5 and CN – 33 OSR and 24 Ticcoma Way (Article 44 2020 ATM)
- RC-2 to R-5 – Tom’s Way
- RC-2 to CTEC? – Somerset and Raceway
- CTEC to R-5 – Grey Lady Lane (new from 09/28 PB meeting)

### RC Phase Out Articles

- RC to CN – Francis, Union, and Washington Streets and Salt Marsh Way (Article 45 2020 ATM)

### R-1 Phase Out Articles

- Expand SOH to Coffin Street and Burnell Street to remove more SR-1 in Sconset

### Other Zoning Map Amendments

- Citizen Articles from 2020 ATM
  - Article 54 – R-10 to CN: Cobble Court
  - Article 55 – VR to VN: Polpis Road
  - Article 56 – LUG-2 to R-20: Rugged Road
  - Article 57 – LUG-3 to LUG-1: Driscoll Way
- R-5 to CN - 18 and 18B Bartlett (recently rezoned from RC-2, owners now may want commercial)
- R-20 to VR – Tautemo and Osprey Ways, and Hummock Pond Road
- R-20 to VR or LUG-1 – Hummock Pond Road

### Technical Amendment to the Zoning Map

- 8 Red Mill Road (a portion of) from R-40 to R-1

### Zoning Bylaw Amendments

- Modification to swimming pool allowance (Article 48 2020 ATM)
- 1-2 Cannabis Craft Cooperative related zoning bylaw amendments from CAC
- Remove shared driveway access requirement for secondary lots
- Remove allowance for storage containers as a primary use? Add more standards for them such as like color, required screening?
- Technical Amendments
  - Match statutory language in 139-33B with 139-30
  - Correct outdated language in “qualified family member” definition in 139-8C to match other sections (primary and secondary lots now just secondary lots)

- Correct site plan review language in 139-12G to match other sections (major and minor site plan review now just site plan review)

### **General Bylaw Amendments**

### **Home Rule Petitions**

### **Real Estate**

- Surfside yard sale in vicinity of Curve Street (Plan 2012-60)

DRAFT

# ADVISORY COMMITTEE OF NON-VOTING TAXPAYERS

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

October 2, 2020

Dear Select Board Member,

The Advisory Committee of the Non-Voting Taxpayers (“ACNVT”), by resolution, asked me to write to the Select Board regarding abatement of excessive noise that deprives residents, both Summer and Year-round, of the peaceful and quiet enjoyment of their property, particularly during the “high season” when Nantucket is filled with Summer visitors.

A. Construction Noise.

Two ongoing construction projects highlight the severity of the problem in recent years based upon complaints from the neighborhoods affected. (1) The massive construction project at 12 Lincoln Circle and (2) the partial razing and relocation of an 80-year old home, and construction of a new one, at 2 and 4 Hulbert Ave. There are many other examples that could be cited throughout the Island.

Section 101-2, Subsection C. governs construction noise:

Construction. Operating or permitting the operation of any power tools or powered equipment used in actual new building construction or renovation, drilling, or demolition work is prohibited between the hours of 8:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) Monday through Saturday and before 10:00 a.m. Sunday that the sound therefrom is plainly audible at a distance of 50 feet from the lot line of the lot on which said activity is located except for emergency work of public service utilities or by special variance issued by the Select Board.

[Amended 4-4-2006 ATM by Art. 61, approved 8-2-2006; 4-11-2007 ATM by Art. 54, approved 1-28-2008; 4-1-2019 ATM by Art. 66, approved 8-6-2019]

(1)

Construction or renovation work shall be defined as any work for which a building permit has been issued by the Town.

Subsection C permits the operation of “power tools or powered equipment” if the noise is plainly audible 50 feet away for 13 hours a day during the Winter and for 12.5 hours a day in the Summer, Sunday excepted. On Sundays, a full 8 hours, from 10:00 am to 8:00 pm is permitted.

We submit that the unremitting cacophony of sounds from nearby construction projects from early morning to nightfall - seven day a week - is not consistent with a seasonally based vacation retreat such as Nantucket. People come to relax and enjoy the environment that is so carefully protected by other laws. Similar communities facing these issues are adopting solutions to create a proper balance between the demand for construction service and the livelihood of those in the construction trades, on the one hand, and the health, welfare and peaceful enjoyment of residents in construction areas, on the other.



In many seasonal communities in other parts of the country, outdoor construction activities are not permitted at all during the high season, although indoor work is allowed (subject to noise restrictions) and of course exceptions are always permitted for emergency repairs.

The ACNVT is not in favor of anything that radical.

Less sweeping changes would go a long way to improving the situation on Nantucket. We suggest amending the construction noise ordinance to permit outdoor construction in residential neighborhoods only from 9:AM to 5:PM Monday thru Friday during the high season (June 15 – September 15). We suggest a half day on Saturday for those activities and a ban on such activities on Sundays and Holidays.

B. Other Noise.

There are other noise issues as well, that should be addressed in Section 101-2 with regard to HVAC and pool equipment noise, and noise from equipment used in landscaping activities.

For example, one community I know of put in a requirement that landscapers using gas engines include a muffler on their equipment, a small requirement, but a step in the right direction.

Similarly, Section 101-2 should be amended to cover permanently installed residential and commercial equipment such as pool, air-conditioning and ventilation equipment. Such equipment is often placed so neighbors bear the noise burden instead of the owners of the equipment.

We suggest a new subsection after subsection F spelling out that such equipment meet certain noise standards for it to be installed in new construction, or when there is a replacement of existing equipment or the addition of equipment. The closer the location of the equipment to the property line, the quieter the equipment. The objective being that the decibels detected at the property line be 45 db or less.

We hope the Town of Nantucket will consider taking action regarding these concerns at the upcoming spring ATM. If the Town puts together a small group to consider possible noise ordinance improvements, we respectfully request that you include one of our Committee members as a participant in those discussions.

Respectfully submitted,

**Gary Beller**  
**Chair, ACNVT**