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September 14, 2026

By Electronic Mail Only (openmeeting@state.ma.us)

Elizabeth Carnes Flynn, Esq.
Acting Director, Division of Open Government
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

RE: Nantucket Planning & Economic Development Commission Open Meeting complaint and response to letter from K.P. Law, dated July 29, 2026.

Dear Attorney Carnes Flynn:

Your office received a letter from Attorney Lauren Goldberg of K.P. Law, dated July 29, 2026, responding to the Open Meeting Law complaint I filed with the Nantucket Planning & Economic Development Commission on July 16, 2026 [Exhibit 1]. The NP&EDC is a Regional Planning Agency whose sole member is the County of Nantucket.

The explanation Attorney Goldberg presents in the letter, which she says is based on information provided by the NP&EDC, is insufficient and the account of the meeting is contradicted by the meeting recording.

The NP&EDC previously violated the Open Meeting Law, G.L. c. 30A, §§ 18-25 (OML 2024-47) and on June 29, 2026, violated the law a second time in a similar way: by improperly deliberating in executive session about the employment of Executive Director Leslie Snell. When it comes to their Executive Director, Leslie Snell, the NP&EDC has repeatedly and intentionally circumvented the public's lawful right to directly observe their decision-making process by invoking Purpose 2 in an overly broad manner. Therefore, I am filing my complaint with your office for further review. This letter revisits the complaint and the reasons why the Commission's response is unsatisfactory.

1. Background

The NP&EDC convened in Executive Session on June 29, 2026 under Purpose 2, noted in the posted meeting agenda as:

To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (contract negotiation with Leslie Snell, Director of Planning) (votes may be taken).

The executive session also included minutes from December 15, 2025, and a one-year extension to the employment contract for the Deputy Director of Planning. These discussions are not part of this complaint.

The Commission considered the renewal of Ms. Snell's three-year employment contract, as presented to them by the Chair, Ms. Abby De Molina (Ms. Snell was not present during the executive session discussion of her contract). The current contract had a single day left in its term (its period expired on June 30, 2026) and the Commission had not previously deliberated in either open or executive session about its Executive Director's performance or her contract renewal. After one hour and ten minutes, the

Commission reconvened in open session to take the following actions, among others, noted in the meeting agenda as:

- Authorization of Employment Agreement and Contract Terms for Director of Planning, Leslie Snell
- Authorization of Chair to sign Employment Agreement, if accepted

When reconvened in open session, and pursuant to formulating a motion to authorize the employment agreement as presented, Ms. Snell directed Chair Abby De Molina to summarize the discussion that took place in executive session. Ms. De Molina stated that the Commission discussed Ms. Snell's performance review and "how to handle it," and talked about the job description being outdated [being from 2012], and that it should be updated. She said commissioners had discussed updating the MOU, making sure there is an independent review, and potentially amending the contract depending on the outcome of that review.¹ They also discussed adding an addendum to the contract that would address the review process and formalize this for the Director. Finally, the Commission discussed Town of Nantucket cost of living adjustments (COLA) and how they interact procedurally with the review, and provided context to the commissioners so they could understand this. A second commissioner affirmed and supplemented the summary, and no commissioner disputed or corrected the Chair's description of the matters discussed.²

The summary having been provided, Mr. Iverson made a motion to authorize the three-year employment contract, including the "key takeaways" from the summary. Ms. Hatton seconded it, and it was unanimously voted to approve the contract as presented without changes. The meeting minutes of the open session and Ms. Snell's approved contract are attached as Exhibit 2.

2. The Commission discussed matters in executive session that were not appropriate for discussion in executive session.

Executive-session minutes are not available. Despite my request under G.L. c. 30A, § 22(g)(2), these minutes have not been released and, more than 30 days later, the Commission has not provided the review required by that section.³ Thus, this complaint relies on the Chair's contemporaneous public summary of the executive session discussion, and my complaint concerns the topics that she summarized. The Chair's summary indicates the Commission engaged in a discussion of topics more akin to the overall policy and practice of retaining and managing an Executive Director than to negotiating the contract. The discussion included an independent review of the side agreement with the Town ("the MOU"); the Director's duties and need to update the 2012 job description; the process for reviewing the Director's performance and whether this process was well documented or clear to the Director. The motion to approve the employment contract also included "the key takeaways as we summarized" concerning the Director's performance-review process, job description, MOU, independent review, and possible future contract amendments. The Commission unanimously approved the Director's three-year employment agreement through a motion that "memorialized" the takeaways. Thus, the policy discussion was intertwined with the Commission's approval of a significant employment agreement, rather than merely identified for future agenda planning.

3. Attorney Goldberg's account of the meeting discussion is contradicted by the meeting recording, and the broader management policy topics are not employment contract negotiations.

¹ "The MOU" is a separate agreement that apportions Ms. Snell's activity as Director of the NP&EDC, a Regional Planning Agency, and her responsibilities as Director of Planning & Land Use Services for the Town of Nantucket.

² The Chair's summary can be heard in the meeting recording posted on the Town of Nantucket's YouTube channel, at 2:23:21 accessed here: https://youtu.be/hfA1D-4OwGg?list=PL49sKqpy7VAhMct0abpZ0-5e_AuC0lXc-

³ See request in Exhibit 3. The Chair did not respond to the request. The Town of Nantucket Public Records Compliance Officer responded separately that the NP&EDC has not yet discussed the requested minutes.

Attorney Goldberg's letter, which she says is based on information provided to her office by the Commission, does not dispute that the policy topics were discussed; rather, it says the discussion occurred in open session under agenda topic VII, Action/Discussion Items "UPDATE - ongoing initiatives of the Commission and Staff."⁴ However, this account is not supported by the meeting recording or the approved meeting minutes. Agenda topic VII recounted the activities of the Commission and its staff. It did not include any discussion of "the process for evaluation of the job performance of the Director of Planning" or "updating the position description, the relationship between the Town's compensation schedule and that for Commission employees, and how those matters related to the Memorandum of Understanding between the Town and the Commission ("MOU")," as reported to Attorney Goldberg by the Commission and stated in the letter.⁵

Attorney Goldberg further says other topics were related to their possible insertion in the contract and therefore allowed to be discussed in executive session ("the discussion...included analysis as to whether such matters should be part of the contract with the Director"). The fact that a discussion occurs immediately before approval of an employment contract does not transform every question concerning the management, supervision, evaluation, duties, or institutional relationship of that employee into "contract negotiation." Nor can elements of a public policy discussion become permissible for executive session merely because the Commission considers whether the subject might subsequently be incorporated into an employment contract. See OML 2022-147, where a public body's broader discussion of employment policy exceeded Purpose 2.

Three months earlier, the Chair declined a commissioner's request to place the Commission's management policies and contracting with its staff on an open-session agenda, stating that these broader employment policy matters would be discussed in the next executive session [Exhibit 4].⁶

4. The violation recalls the earlier violation, OML 2024-47

This is not the Commission's first warning about the limits of Purpose 2. In OML 2024-47, the Attorney General found the NP&EDC had improperly used a Purpose 2 executive session when it considered Leslie Snell's appointment as Director: "*Here, discussions of matters outside the narrow scope of Purpose 2, including the Director's announcement of his retirement and a discussion in the Deputy Director's presence of her qualifications to take his place, ran afoul of the Open Meeting Law.*" The violation was sufficiently serious that the Attorney General required the Commission to repeat the hiring discussion again in open session and re-vote the resulting contract, even though Ms. Snell had already served as Director for eight months.

The remedial meeting drew substantial public participation locally, with more than 100 people attending and nearly as many written comments submitted.⁷ Yet shortly after OML 2024-47 was issued,

⁴ Letter from Lauren Goldberg to Elizabeth Carnes Flynn, July 29, 2026: "*The Commission, under Item VII on Commission and staff initiatives, discussed in open session the process for evaluation of the job performance of the Director of Planning. Initiatives discussed also included updating the position description, the relationship between the Town's compensation schedule and that for Commission employees, and how those matters related to the Memorandum of Understanding between the Town and the Commission ("MOU") concerning staffing.*"

⁵ See recording of June 29, 2026 meeting, beginning at time 6:47.

⁶ I served on the NP&EDC from May 16, 2025 to May 20, 2026. Ms. De Molina refers in her email to discussions in "our January Meeting" but there was no discussion of employment contracts or the MOU in January 2026. She may be referring to the December 15, 2025 meeting, when the Commission awarded a retroactive COLA to Ms. Snell, but deferred the performance and contract renewal discussion. At that time, a different commissioner asked that these topics be discussed at the next meeting. See <https://youtu.be/tJLBNhKI4hs> at the 52 minute mark.

⁷ "A Slap in the Face to Public Process" Editorial, *Nantucket Inquirer & Mirror*, March 28, 2024 https://www.ack.net/opinion/editorial-a-slap-in-the-face-to-the-public-process/article_ec384632-ca8f-5cbc-8a3b-d09de03a2aa4.html

Commissioner David Iverson authored a letter characterizing the prior violation as principally an error in the meeting notice, demonstrating a reluctance to acknowledge the scope of the violation.⁸ The Attorney General's determination was clear that the incomplete meeting notice was only one of the ways the Commission had violated the Open Meeting Law.

The June 29, 2026 meeting is a similar matter. The Commission invoked Purpose 2 in connection with reviewing and approving Ms. Snell's employment agreement renewal, but the Commission's contemporaneous summary indicates the discussion expanded into deliberation about the management and oversight of the Director. The Commission maintains that the policy topics were discussed in open session, but a review of the meeting recording contradicts this. Emails from the Chair and Vice Chair [Exhibit 4] indicate they determined well in advance that discussions concerning staff oversight should occur only in executive session and not in open session. The last-minute nature of the discussion is also a concern: the contract expiration date of June 30, 2026 was clearly known and yet the Chair convened one and only one meeting of the Commission to discuss the contract and the Director's employment, just a day before the expiration.

The Commission had substantial firsthand knowledge of the Attorney General's prior ruling and warning. Of the seven commissioners participating in the June 29 executive session, four had served on the Commission during the proceedings addressed by OML 2024-47 [David Iverson (Chair of the Planning Board), Joseph Topham (Vice Chair of the Planning Board), Dawn Hill Holdgate (Chair of the Select Board), and Nat Lowell (former Chair and Vice Chair of the NP&EDC and the Planning Board)]. OML 2024-47 states: "*We order immediate and future compliance with the requirements of the Open Meeting Law, and we caution that similar future violations may be considered evidence of intent to violate the law.*"

5. Conclusion and requested remedy

I respectfully ask the Attorney General to review the matter, and in so doing, consider that the violation was intentional. Supporting reasons for such a conclusion include: the prior determination OML 2024-47 and its express warning; the substantial continuity in the members participating in the executive session; the Commission's factually incorrect explanation as supplied by KP Law; the Chair's reasons [as expressed in Exhibit 4] for refusing to convene a timely open-session deliberation of employment practice and policies prior to the contract end date.

Finally, I request a remedy that restores the public process. The Commission should be required to release the June 29 executive session minutes and related materials and to deliberate those matters anew in a properly noticed open meeting. Because the Commission approved Ms. Snell's three-year employment agreement pursuant to discussion of the policy topics and "with the key takeaways as we previously summarized," I also ask the Attorney General to determine whether the contract approval should be reconsidered and re-voted following that public deliberation.

Thank you for your kind attention.

Very truly yours,

Hillary Hedges Rayport

⁸ "Stop the Conspiracy Theories and False Narratives" by David Iverson, *Nantucket Current*, March 29, 2024 <https://nantucketcurrent.com/opinion/stop-the-conspiracy-theories-and-false-narratives>

Exhibit 1



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Your Contact Information:

First Name: Hillary Last Name: Rayport

Address: 89 Main Street

City: Nantucket State: MA Zip Code: 02554

Phone Number: 617 697 6429 Ext. _____

Email: hrayport@mac.com

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☐ City/Town ☒ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Nantucket Planning & Economic Development Commission

Specific person(s), if any, you allege committed the violation: Ms. Abby De Molina, Ms. Leslie Snell

Date of alleged violation: June 29, 2026

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

See attached letter.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The public body should meet in person to discuss all topics covered in the executive session and re-vote Ms. Snell's contract. They should accept unfettered public comment at this time. They should all be required to attend OML training. Ms. De Molina and Ms. Snell should publicly apologize to the Nantucket Community for organizing and leading the discussion in executive session. Given the repeat OML violations, the Commission should be required to elect as chair and vice chair someone who has not previously served as chair or vice chair of the Commission, in any prior year.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request. However, the Attorney General's Office will not disclose your address, phone number or email address in response to a public records request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

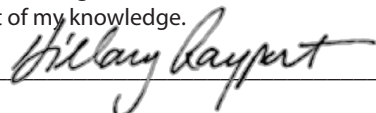
The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____



Date: 7/16/26

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

On June 29th, 2026, Ms. Abby De Molina, NP&EDC Chair, convened an Executive Session meeting of the NP&EDC to conduct contract negotiations with Leslie Snell, Director of Planning. The meeting was posted by Ms. Snell, identifying the reason for entering executive session and reconvening in open session.

The Commonwealth of Massachusetts construes executive session discussions about non-union employment contracts narrowly. Discussion of a more wide-ranging agenda that reaches beyond the employment contract renewal is not appropriate for executive session.

Ms. De Molina led the NP&EDC and Ms. Snell in exactly such a wide-ranging discussion. Her summary of the discussion can be heard [here](#).

Discussion of Ms. Snell's performance review; tactical and strategic details about how the performance review is conducted; and whether Ms. Snell's job description should be updated in a future contract amendment are all part of a wide-ranging strategy pertaining to the recruitment and retention of a Director of Planning. The "MOU" – the memorandum of understanding between the Town of Nantucket and the NP&EDC – is a separate agreement that apportions Ms. Snell's activity as Director of the NP&EDC, a Regional Planning Agency, and her responsibilities as Director of Planning & Land Use Services for the Town of Nantucket. The MOU is also not part of Ms. Snell's [employment contract](#) with the NP&EDC. All of these topics are unrelated to the negotiation of the specific employment contract, and discussion must therefore be held in open session.

Why the NP&EDC would execute another three-year contract with Ms. Snell when foundational decisions regarding her job description, performance review, and dual employment by the Town via an MOU remain outstanding is outside the scope of this complaint. Whether the NP&EDC assessed Ms. Snell's performance, and if she has employment objectives, are also outside the scope of this complaint. But the wide-ranging closed-door meeting gets to the heart of accountability in Government.

The office of the Attorney General explains that Massachusetts has an Open Meeting Law because, "for our democracy to work, the public must have access to and understand the reasoning behind government policy decisions. Without that access, government lacks the accountability that ensures true public representation."

Finally, please recall that the Office of the Attorney General found the NP&EDC violated the Open Meeting Law when it promoted Ms. Snell to Director of Planning and executed the first three-year contract with her in 2023 ([OML 2024-47](#)). At that time, according to the Assistant Attorney General, "the Commission discussed matters that were not appropriate for discussion in executive session, in violation of the Open Meeting Law." Attorney Lindberg stated, "We order immediate and future compliance with the requirements of the Open Meeting Law, and we caution that similar future violations may be considered evidence of intent to violate the law."

I request the full remedy outlined in the attached form.

Exhibit 2

NP&EDC

NANTUCKET PLANNING AND ECONOMIC DEVELOPMENT COMMISSION



NP & EDC – June 29, 2026 @ 5:00PM APPROVED MINUTES

***Hybrid* - Meeting Trailer, Room A, 131 Pleasant Street
and Remote Participation via Webinar**

LINK TO MEETING:

https://us06web.zoom.us/webinar/register/WN_XAi9d9DERpWHPZA7y796hg#/registration

YOUTUBE LINK: [Nantucket Planning & Economic Development Commission - June 29, 2026 - YouTube](#)

Commissioners: Abby De Molina - Chair, Michael Misurelli - Vice Chair (Absent), Nat Lowell, Dave Iverson, Dawn Hill (Left at 7:10pm), Brian Borgeson (Absent), Liza Hatton, Bert Johnson (Arrived at 5:13pm and left at 7:15pm), Joseph Topham (Arrived at 5:27pm) and Kristina Jelleme

Staff: Leslie Snell - Director of Planning, Megan Trudel – Deputy Director of Planning, Mike Burns - Transportation Program Manager

I. Call to Order:

Chair De Molina called the meeting to order at 5:05 PM.

II. Establishment of Quorum:

A quorum was established.

Roll call vote:

Commissioners present:

Dave Iverson – *Aye*

Nat Lowell – *Aye*

Kristina Jelleme – *Aye*

Dawn Hill – *Aye*

Liza Hatton – *Aye*

Chair Abby De Molina – *Aye*

III. Approval of Agenda:

MOTION/VOTE: Mr. Iverson made a motion to approve the agenda. The motion was duly seconded by Mr. Lowell and the motion carried unanimously.

Dave Iverson – *Aye*

Nat Lowell – *Aye*

Kristina Jelleme – *Aye*
Dawn Hill – *Aye*
Liza Hatton – *Aye*
Chair Abby De Molina – *Aye*

IV. Public Comment for items not included on the agenda:

V. Minutes

- June 23, 2025
- November 17, 2025
- May 28, 2026

MOTION/VOTE: Mr. Iverson made a motion to approve the minutes. The motion was duly seconded by Ms. Hatton and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Dawn Hill – *Aye*
Liza Hatton – *Aye*
Chair Abby De Molina – *Aye*

VI. Announcements:

- The Commission will hold its regularly scheduled meeting in July. The August meeting is going to be taken off schedule.
- Staff are preparing a letter in support of a housing grant application being developed by Kristie Ferrantella, Director of Housing. A copy of the letter will be provided at the next Commission meeting.

VII. Action / Discussion Items

- **Appointment of At-Large Member (3 Year Term)**
 - **Jesse Bell**

MOTION/VOTE: Mr. Lowell made a motion to approve the Appointment of Jesse Bell for the At-Large Member seat. The motion was duly seconded by Mr. Iverson and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Dawn Hill – *Aye*
Liza Hatton – *Aye*
Chair Abby De Molina – *Aye*

• **Update – Ongoing Initiatives of the Commission and Staff**

- **Advance legislative and policy initiatives:** Support NP&EDC legislation, seasonal community policy efforts, and the Article 74/Home Rule Petition through coordination with the State House, MARPA and statewide advisory councils.
- **Deliver transportation initiatives:** Advance key transportation projects, including Milestone Road, Old South Road/Nobadeer, Wauwinet and Tom Nevers shared-use paths, Pleasant Street improvements and Two Fairgrounds Road parking. Develop and implement the Town's new travel demand model with guidance from the Transportation Planning Advisory Committee (TPAC).
- **Complete major planning projects:** Manage the Town-wide Master Plan and the Madaket Area Plan update, while preparing Surfside and Brant Point as the next neighborhood planning efforts.
- **Advance housing and demographic initiatives:** Implement the seasonal population estimate in partnership with UMass Donahue and complete accessory dwelling unit (ADU) bylaw updates required under the Affordable Homes Act.
- **Support Town boards and partner agencies:** Provide technical and policy support to the Planning Board, Zoning Board of Appeals, Historic District Commission and other Town boards while collaborating with the Nantucket Historical Commission and state and regional partners.
- **Lead PLUS Department operations:** Oversee 20 full-time staff, one part-time staff and various per-diem staff as needed. Administer a departmental budget of approximately \$2.6 million, manage daily operations, and coordinate staff support for all regulatory and advisory boards within the PLUS Department.

• **Transportation Program Manager Update:**

• **Travel Demand Forecast Model – first presentation of traffic model outputs with a base year of 2019 conditions with and without recommended improvements and 2050 model outputs without improvements.**

- Consultant Sudhir Murthy (TrafInfo) provided an update on the development of Nantucket's travel demand model, which is being customized from the statewide CTPS model.
- The model will evaluate land use and transportation projects, forecast future travel conditions, and assess strategies to reduce single-occupancy vehicle travel while promoting transit, walking and bicycling.
- Recent work included refining Traffic Analysis Zones (TAZs), updating the roadway network with Town traffic data, incorporating year-round NRTA service and calibrating the model to reflect local travel patterns. The base-year model now aligns with observed traffic conditions within

approximately 2 percent.

- The next phase will develop a peak-season model and evaluate 2050 growth scenarios to identify future congestion and test transportation demand management (TDM) and land use strategies.
- Commissioners recommended a field visit for the consultant to observe local traffic conditions and key congestion areas firsthand. Base-year and peak-season results are expected in July, future scenario analyses in September, and the final report and user guide in October.

• **FFY 2026 Unified Planning Work Program (UPWP) – review reallocation request for MassDOT approval (votes may be taken).**

- Mr. Burns presented a mid-year FY2026 UPWP budget reallocation to better align funding with actual staff time and workload. The proposed adjustment shifts funds from data collection and long-range planning activities to administrative and project implementation tasks without changing the program's overall priorities. The Commission was asked to approve the revised budget for submission to MassDOT.

MOTION/VOTE: Mr. Lowell made a motion to approve the FFY 2026 UPWP budget reallocation as presented. The motion was duly seconded by Ms. Jelleme and the motion carried unanimously.

Dave Iverson – *Aye*

Nat Lowell – *Aye*

Kristina Jelleme – *Aye*

Dawn Hill – *Aye*

Liza Hatton – *Aye*

Bert Johnson – *Aye*

Joseph Topham – *Aye*

Chair Abby De Molina – *Aye*

• **Draft FFY 2027 Unified Planning Work Program (UPWP) – close 21-day public review period and approve draft UPWP (votes may be taken).** <https://nantucket-ma.civilspace.io/en/projects/unified-planning-work-program-upwp>

- Mike, Transportation Program Manager, presented the draft FFY 2027 UPWP, which includes a proposed budget of \$343,799, reflecting a 2% increase over the previous year. The UPWP continues funding for core transportation planning, data collection, project implementation, travel demand modeling, multimodal improvements and technical support for Town boards. During the public review period, 13 comments were received, generally supporting the proposed work while highlighting continued concerns about congestion and safety on Old South Road,

Nobadeer Farm Road, and Milestone Road. The Commission was asked to close the public review period and approve the FFY 2027 UPWP.

MOTION/VOTE: Ms. Jelleme made a motion to approve the draft FFY 2027 UPWP and close public review period. The motion was duly seconded by Mr. Iverson and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Dawn Hill – *Aye*
Liza Hatton – *Aye*
Bert Johnson – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

• **Upcoming Public Outreach Events for Transportation Projects:**

- 2FG Long-Term Parking Options – Select Board Workshop – July 8, 2026
- Tom Nevers Road Multi-Use Path Public Forum – July 15, 2026
- Travel Demand Forecast Model, Part 2 – July 27, 2026
- Wauwinet Road Multi-Use Path Public Forum – August 12, 2026
- Travel Demand Forecast Model third presentation – September 2026
- Milestone Road Improvements – September / October 2026

• **Transportation and Public Access Advisory Committee (TPAC) Update**

- Mr. Burns explained that the TPAC will serve as the primary advisory body on transportation issues, providing guidance on right-of-way and public access matters, transportation project priorities and regional planning documents, including the UPWP, TIP and Long-Range Transportation Plan (LRTP). TPAC will also function as the steering committee for the upcoming LRTP update helping establish goals, evaluating future scenarios using the new travel demand model and prioritize projects that reflect community needs and local transportation conditions.

VIII. Executive Session (Pursuant to MGL c. 30A, §21(a))

MOTION/VOTE: Ms. Hatton made a motion to convene in executive session and to return to open session to approve the minutes from the December 15, 2025 executive session; to conduct strategy sessions in preparation for negotiations with nonunion personnel for the proposed contract amendment negotiation with Megan Trudel, Deputy Director of Planning; and ; to conduct strategy sessions in preparation for negotiations with nonunion personnel for the proposed contract negotiation with Leslie Snell, Director of Planning. The motion was duly seconded by Mr. Iverson and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Dawn Hill – *Aye*
Liza Hatton – *Aye*
Bert Johnson – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

Executive session convened at 6:10pm.

- Reason 7: To comply with or act under the authority of any general or special law or federal grant-in-aid requirements (release Minutes from Executive Session on December 15, 2025) (votes may be taken)
- Reason 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (contract amendment negotiation with Megan Trudel, Deputy Director of Planning) (votes may be taken)
- Reason 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (contract negotiation with Leslie Snell, Director of Planning) (votes may be taken)

IX. Re-Convene in Open Session:

Open session re-convened at 7:27pm

X. Action/Discussion Items:

- **Approval and Release of Minutes from Executive Session on December 15, 2025**

MOTION/VOTE: Mr. Iverson made a motion to approve and release minutes from Executive Session on December 15, 2025. The motion was duly seconded by Mr. Lowell and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Liza Hatton – *Aye*
Bert Johnson – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

- **Authorization of the three-year Employment Agreement and Contract Terms for Director of Planning, Leslie Snell**
- **Authorization of Chair to sign Employment Agreement, if accepted**

MOTION/VOTE: Mr. Iverson made a motion to authorize the three-year Employment Agreement and contract terms for Planning Director, Leslie Snell and to authorize the Chair to sign Employment Agreement on behalf of the Commission. The motion was duly seconded by Ms. Hatton and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Liza Hatton – *Aye*
Bert Johnson – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

- **Authorization of Contract Amendment for Deputy Director of Planning, Megan Trudel**
- **Authorization of Chair to sign Contract Amendment, if accepted**

MOTION/VOTE: Ms. Hatton made a motion to authorize the Contract Amendment for Deputy Director of Planning, Megan Trudel which would extend contract to the end of FFY 2028 (June 30, 2028) and to authorize the Chair to sign the Contract Amendment on behalf of the Commission. The motion was duly seconded by Ms. Jelleme and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Liza Hatton – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

XI. Adjournment:

MOTION/VOTE: Ms. Jelleme made a motion to adjourn. The motion was duly seconded by Mr. Lowell and the motion carried unanimously.

Dave Iverson – *Aye*
Nat Lowell – *Aye*
Kristina Jelleme – *Aye*
Liza Hatton – *Aye*
Joseph Topham – *Aye*
Chair Abby De Molina – *Aye*

EMPLOYMENT AGREEMENT

Between the

NANTUCKET PLANNING & ECONOMIC
DEVELOPMENT COMMISSION,

And

Leslie Woodson Snell, AICP, LEED AP

Time Period: July 1, 2026 - June 30, 2029

Dated: July 1, 2026

**NANTUCKET PLANNING AND ECONOMIC
DEVELOPMENT COMMISSION
Employment Agreement**

AGREEMENT dated and effective July 1, 2026 by and between the Nantucket Planning and Economic Development Commission (NP&EDC), Nantucket, Massachusetts, at 2 Fairgrounds Road, Nantucket, MA 02554, acting by and through the vote of its Commissioners, (hereinafter the "COMMISSION"), and Leslie Woodson Snell (hereinafter "SNELL"), currently residing at [REDACTED] with a mailing address at [REDACTED].

WITNESSETH

WHEREAS, The COMMISSION desires to employ SNELL and Snell is appointed by the COMMISSION as Director of Planning as authorized by Chapter 561 of the Acts of 1973, as amended, as well as their Bylaws, which may be amended from time to time; and

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, and parties agree as follows:

ARTICLE 1 - APPOINTMENT

- 1.1 The COMMISSION hereby appoints SNELL and SNELL hereby accepts the appointment as the Director of Planning.
- 1.2 SNELL will devote her best efforts to the performance of duties and responsibilities set forth in Exhibit A, attached hereto.
- 1.3 SNELL agrees to comply with the Conflict-of-Interest Law for Municipal Employees, MGL Chapter 268A and 268B and any other relevant professional ethical standards.
- 1.4 SNELL agrees to hold no elective Town or County office, but may be appointed by the COMMISSION or, with its approval, by any Town or County officer, board, committee, or commission to any other Town or County office or position.

ARTICLE 2 - SERVICES

- 2.1 SNELL will perform the duties of Director of Planning set forth in Exhibit A, attached hereto, and such other duties as may be reasonably assigned to her by the TOWN MANAGER as outlined in the Memorandum of Agreement between the COMMISSION and the TOWN or the COMMISSION.
- 2.2 Any amendment to the services of this AGREEMENT or any work to be performed beyond the scope of this AGREEMENT will not be performed by SNELL without the mutual consent of the COMMISSION and SNELL.

ARTICLE 3 - PERIOD OF APPOINTMENT

- 3.1 The term of Agreement shall be for three years, commencing July 1, 2026, and expiring June 30, 2029. This Agreement may thereafter be extended or renewable by mutual consent.

ARTICLE 4- COMPENSATION

- 4.1 For the services performed under Article 2, SNELL accepts a base salary at the rate of \$195,520.00

During the first year of this Employment Agreement only, SNELL shall receive a one-time payment of \$7,820.00, payable in two equal installments of \$3,910 on July 1, 2026, and January 1, 2027.

Beginning on July 1, 2027, the COMMISSION may grant SNELL an annual cost-of-living increase on the anniversary of employment under this agreement based upon completion of a satisfactory performance review by the COMMISSION. The cost-of-living increase shall be consistent with that granted by the Town to non-union employees.

Such salary shall be payable at such intervals as is customary with the TOWN's employees, subject to applicable withholding, and otherwise in conformity with the normal payroll practice of the TOWN.

- 4.2 SNELL shall also be entitled to reimbursement by the COMMISSION for out-of-pocket expenses, incurred by SNELL in performance of the above services subject to the budget of the COMMISSION and in accordance with the policies and procedures of the TOWN. SNELL shall also be entitled to reimbursement for attendance at the annual American Planning Association national conference and such other meetings, conferences and memberships related to the performance of her duties subject to the budget of the COMMISSION and in accordance with the policies and procedures of the TOWN.
- 4.3 SNELL shall be entitled to reimbursement by the COMMISSION for education expenses incurred by SNELL for the satisfactory completion of courses with a grade point average of 2.5 or better for graded courses, and a PASS for PASS / FAIL courses related to the Director of Planning's job responsibilities. However, to

be eligible for reimbursement, courses must be pre-approved by the COMMISSION. Course-related expenses are expected to include tuition, data communication, and those expenses enumerated in 4.2, above.

- 4.4 The COMMISSION agrees to budget and pay for reasonable membership fees, dues and subscriptions in professional organizations related to the professional development of SNELL as the Director of Planning.

ARTICLE 5 - FRINGE BENEFITS

- 5.1 During the period of this Agreement, the TOWN shall provide SNELL participation in benefit programs generally available to Town and County employees, as they now exist or may hereafter be amended.
- 5.2 During the period of this Agreement, the TOWN shall, to the extent so provided to employees of the Town or County, continue to make payments to or for the benefit of SNELL, to the Barnstable County Retirement System.
- 5.3 SNELL shall be entitled to five (5) weeks of vacation during each full year of employment. Pursuant to Town personnel policy Article 5.2 'Vacation Leave', SNELL shall accrue 16.66 hours of vacation monthly, equivalent to five (5) weeks annually starting July 1, 2026. Vacation accruals cannot accumulate beyond two (2) times SNELL'S annual vacation allowance. When the amount of vacation accrual accumulated is two (2) times SNELL'S annual vacation accrual, additional accruals will cease until SNELL'S accrued vacation leave is below 400 hours. Such vacation should be taken at such times as is compatible with the work schedule of SNELL and the business of the TOWN. SNELL shall not be entitled to vacation pay in lieu of vacation. SNELL shall be entitled to two (2) personal days per year calculated from July 1 of each calendar year. Personal days must be used within the year accumulated otherwise they will be forfeited.
- 5.4 Upon retirement or termination of this Agreement, SNELL shall receive payment equivalent to 100% of her accumulated vacation and personal leave as of the date of termination or retirement.
- 5.5 It is understood between the Parties that the Director of Planning position is a management-level, salaried position and therefore not entitled to compensatory time. SNELL shall be considered exempt from the overtime provisions of the Fair Labor Standards Act and similar laws of the Commonwealth. SNELL shall continue to record hours worked by filing a weekly timecard with the TOWN.
- 5.6 SNELL shall be entitled to fifteen (15) sick days per year calculated from July 1 of each calendar year, which shall accrue at the rate of 1.25 days per month. Sick leave may not accumulate beyond 150 days. Upon retirement or termination of agreement, whichever were to occur first, SNELL shall receive payment equivalent to 50% of her accumulated sick leave as of the date of contract termination or retirement.

ARTICLE 6 - TERMINATION

- 6.1 The COMMISSION and SNELL agree that parties may revoke this Appointment by mutual consent in writing without any obligation to pay any severance sum to SNELL.
- 6.2 The COMMISSION and SNELL agree that the COMMISSION may revoke this appointment for cause, upon fourteen days written notice to SNELL. For the purposes of this AGREEMENT, the word "cause" shall be put forward in good faith, and not be arbitrary, irrational, unreasonable or irrelevant to the duties of the job description attached hereto as Exhibit A, and deemed to mean, but not exclusively, conviction of a felony, acts of gross negligence or repetitive ineptitude. The notice shall advise of the basis for the proposed revocation and afford an opportunity to request a public hearing on the same. On the event of revocation under this provision, the COMMISSION shall have no obligation to pay any severance sum. However, the COMMISSION shall be obligated to pay SNELL for accumulated leave in accordance with sections 5.3 and 5.6.

Nothing contained in this AGREEMENT shall affect the appointment powers of the COMMISSION over the Director of Planning position, nor does this AGREEMENT in any way grant tenure to such position. Accordingly, the appointment may be revoked without cause by the COMMISSION, but if such a revocation without cause occurs, then the COMMISSION shall continue to pay SNELL her full salary and benefits for a period of 120 days, plus any unused leave and sick time as severance pay in full settlement of any and all claims. This agreement may be cancelled by SNELL with 30 days' written notice delivered to the COMMISSION.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 No party may assign, transfer, or otherwise dispose of this AGREEMENT or any of their or SNELL's rights hereunder without the prior written consent of the other parties, and such disposition without such consent shall be null and void and of no force and effect.
- 7.2 This contract, together with Exhibit A, includes the entire AGREEMENT of the COMMISSION and SNELL. It may be changed (amended, modified, or terms waived) only in writing, signed by the COMMISSION and SNELL. Any notices required shall be to the party's address by certified mail, return receipt requested.
- 7.3 If any provisions or any portion thereof contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, the remainder of the AGREEMENT or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 7.4 The laws of Massachusetts govern this AGREEMENT, and the article headings included in each article are for reference only, and do not affect the meaning of this contract.

- 7.5 Except as herein provided or modified, all provisions of the Personnel Rules and Regulations of the TOWN, and all benefits otherwise provided to Town and County employees, as they now or may hereafter be amended or changed, shall apply to SNELL. This provision shall not be construed to grant an entitlement to continued employment.

IN WITNESS WHEREOF, the parties hereto have executed this ____ day
of ____ 2026.

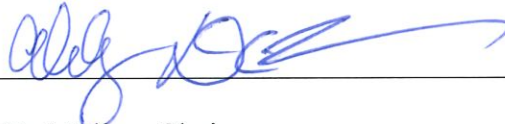
By:



Leslie Woodson Snell, AICP, LEED AP

Nantucket Planning and Economic Development Commission
By its Chair of the COMMISSION dated June 29, 2026

By:



Abby De Molina, Chair

Exhibit A

Job Description

DEPARTMENT:

NANTUCKET PLANNING & ECONOMIC DEVELOPMENT COMMISSION

Regional Planning Agency for the Town & County of Nantucket

POSITION:

DIRECTOR OF PLANNING

COMPENSATION LEVEL:

Contract

EFFECTIVE DATE:

August, 2012

DEFINITION:

Appointed by the Nantucket Planning & Economic Development Commission, under Chapter 561 of the Acts of 1973, as amended, the Director of Planning (hereinafter the "Director") implements plans prepared and approved by the Planning Commission in furtherance of its legislative charge and the Town including but not limited to a Master Plan created pursuant to MGL 40B as may be amended from time to time. Develops programs and initiatives in the area of land use and growth management, environmental protection, open space preservation, transportation and traffic management, affordable housing and economic development. The Director provides staff reporting to him/her with overall direction and coordination and administrative oversight. Acts as advisor to the Planning Board, and provides technical assistance to other Town boards and committees, the NRTA, and the Land Bank Commission, as requested. The Director may serve as the department head of a consolidated department of the Town providing municipal land use-related services consisting of planning, zoning, building, affordable housing, historic preservation (HDC), and health departments and known as Planning and Land Use Services (PLUS), as may be amended by mutual agreement. The Director serves as liaison with other Regional Planning Agencies and regional entities throughout the state and New England, and with legislators, and federal and state agencies and to this end, attends off-Island meetings and symposia as necessary. The Director also solicits grant funding for the Planning Commission and Town & County projects, and manages consultant contracts.

DUTIES & RESPONSIBILITIES:

1. Prepares basic studies, goals and objectives, plans, bylaws, rules and regulations, and public policy for adoption and implementation by Town boards and commissions, Town Meeting or State Legislation in the following areas of interest: land use management, growth management and control, traffic and parking, transit development, bike paths / pedestrian system planning, elderly transportation, airport facilities, steamship services, affordable housing opportunities, economic development / diversification, groundwater and surface water quality protection, harbor planning, environmental quality, historic preservation, public utilities, Town services and facilities, recreation, open space, human services, energy planning, homeland security and emergency management planning, and capital improvements programming.
2. Provides Town and County boards and commissions with technical assistance to apply for and manage grants.
3. Hires, supervises, directs, counsels, disciplines, and / or terminates, if necessary, employees of PLUS staff with the consent of the Planning Commission and Town administration as applicable, prepares and manages the operating budget of PLUS, which includes the operations of the Planning Commission.
4. Maintains a public involvement program intended to foster participation in the process by residents, to include continuing work with newspaper, radio, internet, and television media, the holding of frequent public meetings and hearings, and regular speaking engagements before community groups.
5. Serves as liaison between State and Federal agencies, and local boards and commissions.
6. Issues requests-for-proposal for consulting services and manages consulting contracts for departmental projects.
7. Serves as an advisor to the Planning Board.
8. Oversees the maintenance of the departmental website.
9. Participates in off-Island meetings, symposia and conferences pertinent to the interests of the Planning Commission or the PLUS department; attends training courses to keep current in the planning and related fields.
10. Performs related duties as may be required.

Note: Frequent attendance at public meetings and private civic association meetings throughout the day and evenings is expected.

DESIRED QUALIFICATIONS:

Education & Training:

The position requires a Master's degree in Urban and Regional Planning or a related field plus five years of progressively responsible experience in city or regional planning, or a Bachelor's degree in planning or a related field plus ten years of progressively responsible experience in city or regional planning; at least two years should be supervisory and administrative experience. Experience should include the areas of land use management, transportation, community facilities and services, housing, economic development, open space reservation and environmental quality. The Director should be certified by the American Institute of Certified Planners which requires certain experience and qualifications and the passing of a professional exam.

Skills:

In addition to planning education and experience, the Director should have a broad knowledge of a wide variety of associated disciplines including a working knowledge of land use and environmental law, civil engineering, surveying, capital improvements programming, management and must have strong writing and verbal skills.

Knowledge:

- Must have a thorough technical knowledge of comprehensive land use planning and implementation, including subdivision controls and zoning, open space preservation, environmental protection, economic development, growth management, transportation, affordable housing, human services, capital improvements programming and historic preservation.
- Must be able to seek out, write and obtain public and private grants.
- Must exhibit a thorough knowledge of municipal administration practices, as related to departmental procedures, including the preparation of operating budgets, capital improvements budgets and grants management.
- Must be able to design and prepare technical documents and reports related to long-range planning for the Island; must be able to read, understand and interpret to others, technical documents and plans, such as specifications, blueprints, plot plans and similar documents.

- Must have the ability to write, evaluate and interpret consultants' contracts.
- Must have a working knowledge of financial and personnel management; knowledge of collective bargaining negotiations is helpful.
- Must have a working knowledge of applicable codes and statutes related to subdivision, zoning and land use.
- Should have some knowledge of GIS, and general familiarity with computer software and hardware used in professional planning offices.
- Must be able to consult with and maintain effective working relationships with local officials, state and federal agencies, consultants to the Town and County and other Regional Planning Agencies in the Commonwealth.

Exhibit 3

Subject: Re: Request for Executive Session Minutes
Date: Friday, August 14, 2026 at 7:44:09 AM Eastern Daylight Time
From: Hillary Hedges Rayport
To: Abby De Molina
CC: Nancy Holmes, Debora Goudemond

Dear Abby,

Good morning. I'm writing to follow up on this request for the Executive Session minutes of the NP&EDC's meetings on December 15, 2025 and June 29, 2026. I made my request on July 27th and have not yet had a reply from you.

My request for Executive Session minutes was made directly to you under Open Meeting Law. Open Meeting Law requires that, if the public body has not conducted a review of the minutes to determine whether continued nondisclosure is warranted, the body must perform such a review and release the minutes, if appropriate, no later than its next meeting or within 30 days, whichever occurs first. G.L. c. 30A, § 22(g)(2).

Executive session minutes may be withheld from disclosure to the public "as long as publication may defeat the lawful purposes of the executive session, but no longer." G.L. c. 30A, § 22(f). When the purpose for a valid executive session has been served, the minutes and any documents or exhibits used at the session must be disclosed unless the attorney-client privilege or an exemption to the public records law applies to withhold them, in whole or in part, from disclosure. Public bodies have an obligation to review the minutes of executive sessions at reasonable intervals to determine if continued non-disclosure of minutes is warranted, and to announce that determination at the next meeting following its review. G.L. c. 30A, § 22(g)(1).

I look forward to your reply to my request.

Kind regards,
Hillary

Hillary Hedges Rayport
hlayport@mac.com
(617) 697-6429

From: Hillary Hedges Rayport <hlayport@mac.com>
Date: Monday, July 27, 2026 at 11:13 AM
To: Abby De Molina <abby.demolina@gmail.com>
Cc: Snell Leslie <lsnell@nantucket-ma.gov>, Debora Goudemond <dgoudemond@nantucket-ma.gov>, Nancy Holmes <NHolmes@nantucket-ma.gov>
Subject: Request for Executive Session Minutes

Dear Abby,

I'm writing to request a copy of the minutes from the following executive session meetings of the NP&EDC:

December 15, 2025
June 29, 2026

I'm submitting this request under Open Meeting Law G.L. c. 30A, § 22(g)(2).

Thank you.

Hillary

Hillary Hedges Rayport
hlayport@mac.com
(617) 697-6429

Exhibit 4

Subject: Re: Request for meeting
Date: Thursday, April 9, 2026 at 11:03:04 AM Eastern Daylight Time
From: Abby De Molina
To: Hillary Hedges Rayport
CC: Mike Misurelli

Hillary,

I am glad you finally revealed what you are specifically are looking for. Luckily this information is already available. Per the MOU, we consult with Town Administration prior to executing any contract, which was the process followed for our latest contract, as indicated at our January meeting. The Town does not sign the contract, as was also stated at our January meeting. Additionally staff addressed the issue of performance reviews - which you asked - and stated the Town advised us they are moving away from them.

As for the agenda, I am sorry if you are confused. I am putting this on an agenda when we are discussing an actual contract which, as I indicated, is coming up soon. I need to be respectful of everyone's time and it does not make sense to put this on an agenda to see if people want to discuss when I have already indicated we will discuss at a future meeting.

As always, I request you be respectful. Thank you.
Abby

Sent from my iPhone

On Apr 6, 2026, at 9:36 PM, Hillary Hedges Rayport <hlayport@mac.com> wrote:

Hi Mike,

Good evening. The topic of "how we manage and contract with our staff" meaning employment goals, performance reviews, the role of the Town and the NP&EDC play in these matters, and which government bodies are required to sign the contracts and in what order – none of these things may be discussed in executive session. They all must be discussed in open session. But I take it that the answer is still no.

As for agreeing to disagree - Abby would limit every commissioner's lawful participation in the public body they serve by achieving

absolute control of the agenda, with no opportunity for any commissioner to make a motion in favor of adding topics others may wish to discuss to future agendas. This is not right. It's a matter of following rules set by the Commonwealth so I don't see much room in this case for agreeing to disagree.

But thank you for your comments.

Best,
Hillary

Hillary Hedges Rayport
hrayport@mac.com
(617) 697-6429

From: Mike Misurelli <mike@jm-landscapeservices.com>
Date: Monday, April 6, 2026 at 2:03 PM
To: Hillary Hedges Rayport <hrayport@mac.com>, Abby De Molina <abby.demolina@gmail.com>
Subject: RE: Request for meeting

Hillary

Good afternoon, Abby is tied up today. The answer to your question is no this topic will not be on the April agenda. As Abby mentioned in her prior email anything regarding contracts should be discussed in executive session to which I agree as well. I think you two will have to agree to disagree on the details of the OML per AG email.

Respectfully

Mike Misurelli

From: Hillary Hedges Rayport <hrayport@mac.com>
Sent: Monday, April 6, 2026 10:54 AM
To: Abby De Molina <abby.demolina@gmail.com>
Cc: Mike Misurelli <mike@jm-landscapeservices.com>
Subject: Re: Request for meeting

Hi Abby,

Thanks for letting me know.

Sorry for the delay in getting back to you about your email I was just going to respond to you now.

Firstly, I speak with you respectfully and I respectfully disagree with you on many topics, including on how to be “transparent” with commission members and the public. Constructive disagreement is part of democracy and is preferable to the alternative.

Apologies for being curt, but your understanding of the details of Open Meeting Law as outlined below are incorrect. Please refer to the email I forwarded you the other week from the Office of the Attorney General. This email included a resolved OML complaint that found board members offering a brief update on two hiring processes in the town, when the topic was not on the agenda, did not violate the open meeting law.

I’m requesting that you add the following topic to the April meeting agenda:

- how the NP&EDC manages and contracts with our staff

Please let me know if you will add that topic to the agenda.

Thank you.

Hillary

Hillary Hedges Rayport
hlayport@mac.com
(617) 697-6429