

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD APRIL 28, 2021 - 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/42qMnYrpfL8>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://zoom.us/webinar/register/WN_H4d81M4BSxyPXunQ5nVewQ

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. DPW: April 30, 2021 Arbor Day Proclamation.
3. Surfside Road Sewer Improvements Project on Surfside Road between Miacomet Avenue and Vesper Lane Ongoing through Friday, June 25, 2021 - Road Blockings and Detours:
 - 4:00 PM to 2:00 AM, Sundays through Thursdays
 - 9:00 AM to 2:00 PM, FridaysFirst Phase is Surfside Road between Miacomet Avenue and Windy Way.
<https://www.nantucket-ma.gov/2106/Surfside-Road-Sewer>

IV. JOINT MEETING WITH NRTA ADVISORY BOARD

1. Update on 2 Fairgrounds Road Commuter Park and Ride Lot Bus Service.

V. COVID-19 WEEKLY UPDATE

1. Public Comment.

2. Report from Public Health Director.
3. Update from COVID Resources Response Team: Community Vaccination Outreach.
4. Report from Economic Task Force.
5. Other Reports/Comments/Updates.

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

VII. NEW BUSINESS*

VIII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of April 14, 2021 at 5:00 PM.
2. Approval of Payroll Warrants for April 18, 2021.
3. Approval of Treasury Warrants for April 28, 2021.
4. Approval of Pending Contracts for April 28, 2021 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

IX. CITIZEN/DEPARTMENTAL REQUESTS

1. Nantucket Education Trust, Inc.: Request for Approval and Execution of Estoppel Certificate and Agreements requested for Leasehold Mortgages with Hingham Institution for Savings on Property Located at 2, 4, 6 and 8 Cow Pond Lane.
2. Toscana Corp.: Request for Waiver of Town Noise Bylaw on May 5, 2021 from 8:00 PM to Midnight for Water Connection at 34 Fairgrounds Road Resulting in Total Road Closure.
3. Licensing Administration: Request for Approval and Execution of 2021 Seasonal Population Increase Estimation Form.
4. Request for Acceptance of Conditional Surrender of Annual Wine and Malt Beverages with Cordials Restaurant License by Pizza Gemelle, LLC dba Pizzeria Gemelle for Premises Located at 2 East Chestnut Street.

X. PUBLIC HEARING

1. Public Hearing to Consider Application for New Entertainment License for Theatre Workshop of Nantucket Inc. Stage Plays to be Held at 39 Bartlett Farm Road (Bartlett Farm), June 15 - August 22, 2021.
2. Public Hearing to Consider Application for Mobile Food Unit for Lemon Press Market LLC dba Lemon Press, Rachel Afshari, Manager.
3. Public Hearing to Consider Application for Alteration of Premises of Seasonal All-Alcoholic Beverages Restaurant License for Lemon Press Market, LLC dba

Lemon Press, Rachel Afshari, Manager for Premises Located at 41 Main Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.

4. Public Hearing to Consider Application for New Annual Wine and Malt Beverages Package Store License for Pizza Gemelle, LLC dba Pizzeria Gemelle, Andrea Solimeo, Manager, for Premises Located at 2 East Chestnut Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.
5. Public Hearing to Consider Application for New Seasonal Wine and Malt Beverages Package Store License for K & K Anderson, LLC dba Born & Bread Nantucket, Kimberlee Anderson, Manager, for Premises Located at 35 Centre Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.
6. Public Hearing to Consider Applications for LH Manager Northeast, LLC dba Faraway Hotel for Premises Located at 11 India Street:
 - a) New Common Victualler with Annual All-Alcoholic Beverages Innholder License, Evan Bailey, Manager; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.
 - b) New Entertainment License, Evan Bailey, Manager.
7. Public Hearing to Consider Utility Petition from Verizon New England, Inc. for Plan #MA2020-45 to Push 2" Steel Conduit from Pedestal, PED #11, Approximately 35' Northerly Across Low Beach Rd to Connect to Customer-Placed Conduit at a Point 140' Westerly from Pond Street.

XI. TOWN MANAGER'S REPORT

1. 2021 Annual Town Meeting Update.
2. FY 2021 Third Quarter Budget Reports: Our Island Home Enterprise Fund; Solid Waste Enterprise Fund; Sewer Enterprise Fund.
3. Monthly Town Management Activity Report.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XIII. 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 Charter.

Public Comment: Public Comment is to bring 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, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

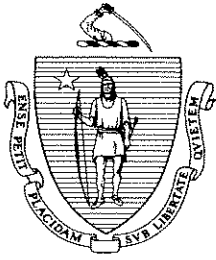
Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the 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 during a meeting. 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 and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021



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.

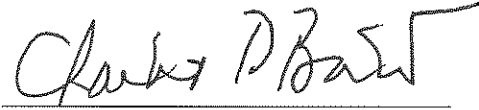
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby 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 8:40 PM this 12th day of
March, two thousand and twenty.

A handwritten signature in dark ink, appearing to read "Charles D. Baker". The signature is written in a cursive style with a large, sweeping "C" and a distinct "B".

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

PROCLAMATION

WHEREAS: The National Arbor Day Foundation has declared April 30, 2021 as Arbor Day; and

WHEREAS: The Citizens of Nantucket recognize the important historic, environmental and aesthetic qualities which trees provide; and

WHEREAS: The Select Board support the protection, preservation and propagation of all Town owned trees; and

WHEREAS: The Town of Nantucket desires to enhance awareness of Arbor Day on the Island Community.

NOW, THEREFORE: In recognition of the important role trees play in preserving our unique island heritage, we, the Select Board of the Town of Nantucket, in the Commonwealth of Massachusetts, do hereby proclaim April 30, 2021 as Arbor Day on Nantucket.

Signed this 28th day of April 2021.

Dawn E. Hill Holdgate, Chair
Select Board
Town of Nantucket
Commonwealth of Massachusetts

Surfside Road Area Sewer System Improvements Project

NOTICE OF CONSTRUCTION

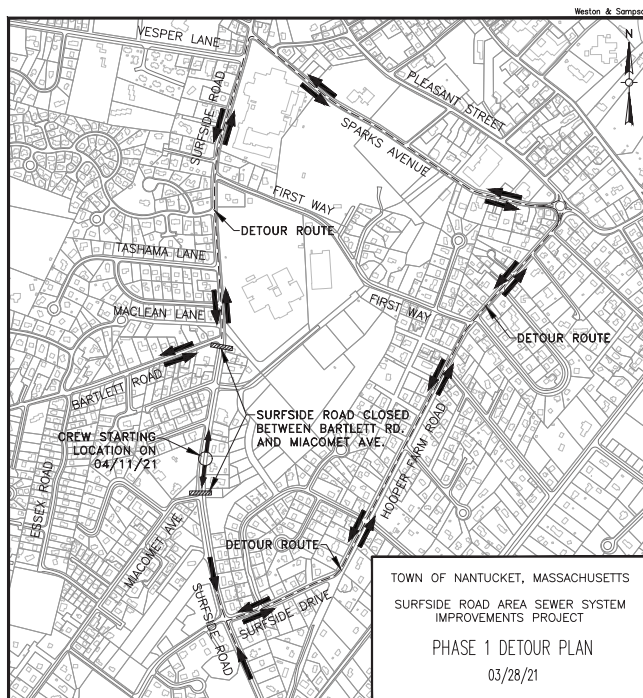
Construction of the Surfside Road Area Sewer System Improvements Project is scheduled to commence on Sunday, April 11, 2021. The scope of work includes the replacement of the Surfside Road Pump Station and the installation of approximately 3,800 linear feet of gravity sewers tributary to the new Surfside Road Pump Station. The installation of gravity sewers includes Surfside Road from Miacomet Avenue to Vesper Lane and Bartlett Road from Surfside Road to approximately 250 feet west of the Surfside Road intersection.

Construction will commence on the evening of Sunday, April 11, 2021 on Surfside Road between Miacomet Ave. and Windy Way. Considering the depth of excavation in some areas and the significant vehicular and pedestrian traffic volume along Surfside Road, particularly during school drop off and pick up hours, the Nantucket Select Board has granted a waiver of the Town Noise Bylaw to allow work in the evening hours (4pm-2am) until June 25, 2021 to complete the gravity sewer installations within the roadways.

Full road closures will be in effect during construction activities to maintain the greatest level of safety for the construction crew and public. Police detail officers and a resident engineer from Weston & Sampson will be on site throughout to assist abutters with access to and from their properties and manage the detour route around the work zone. Trench paving activities are scheduled for Fridays between 9am-2pm, which will require one

lane closures with alternating traffic. All traffic is advised to seek alternate routes to mitigate traffic delays through the project corridor. The figure above depicts the approved detour route and Surfside Road closure locations planned for Phase 1 of the roadway work, which includes all pipeline installations between Miacomet Ave. and Bartlett Road. The Nantucket Sewer Department can be reached at (508) 228-7200 x7800 with any questions.

Residents are encouraged to visit the project webpage on the Town's website at <https://www.nantucket-ma.gov/SurfsideRoadSewer> for weekly updates on the progress of construction and the proposed schedule.



2 FAIRGROUNDS ROAD COMMUTER LOT

The parking area located at 2 Fairgrounds Road will be utilized summer 2021 as a commuter parking lot allowing daily, and short term commuter parking. Overnight parking is permitted. The NRTA will provided service through the lot.

Park and Ride Lot Service via Airport Route

May 28 – September 6

7:00 a.m. – 10 p.m.

Daily

\$3.00 fare

In bound stop Salem and Candle Streets

Schedule

7:00 am to 9:30 am

- 2 buses to/from P&R
- No set schedule – continuous service (drop and go)

10:00 am to 6:00 pm

- Scheduled Airport Route Service servicing the lot
- 2 buses
- 30 minutes to/from town
- Decreased frequency on Airport Route (20 mins to 30 mins)

6:00 pm to 10:00 pm

- 2 buses
- 30 minutes to/from Town Airport servicing the lot

Operating Cost: \$207,600

Note: Service and operating costs were approved on February 12, 2020

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
April 28, 2021

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Professional Service Agreement	Town Admin	The Country Press	\$3,600.18	Contract for printing FY20 Annual Town Report	Town Admin Budget	April 28, 2021 - June 30, 2021
Consent to Sublease	Select Board	Nantucket Community Sailing	(10% of rental income from sub-lease)	Consent agreement to allow Nantucket Community Sailing to sublet Town-owned premises at 12 Industry Road to Hither Creek Boat Yard, Inc. dba Madaket Marine for outdoor storage of 15-25 boats for 2021 summer season	n/a	May 1, 2021 - October 1, 2021
Grant Award/ Assurance	Airport	MassDOT	(\$18,647.20)	Stormwater Inventory Assessment project	State Grant	April 28, 2021 - June 30, 2021
Grant Award/ Assurance	Airport	MassDOT	(\$11,176.70)	Purchase of zero-turn mower	State Grant	April 28, 2021 - June 30, 2021
Grant Award	Fire	Mass Department of Fire Services	(\$13,306)	Purchase of thermal imaging camera; combustible gas detector	State Grant	April 2, 2021 - June 30, 2021
Sale Agreement	Town of Nantucket	Chris McColl	(\$100)	Purchase of one (1) 2004 Ford Ranger from DPW Surplus Equipment Sale	n/a	April 28, 2021 - June 30, 2021
Professional Service Agreement	DPW	Dobbert Heating & Air Conditioning, Inc.	\$35,000	Repairs for interior water supply piping failure at 2 Fairgrounds Rd (PLUS Dept.)	Facilities Budget	April 28, 2021 - June 30, 2021
Professional Service Agreement	DPW	Island Carpet, Inc.	\$23,046.05	Flooring replacement at 131 Pleasant St. (old fire station)	Article 10/2021 ATM	April 28, 2021 - June 30, 2021
Professional Service Agreement	DPW	K and M Communications Corp.	\$48,220	Network communication line installation at 131 Pleasant St. (old fire station)	Article 10/2021 ATM	April 28, 2021 - June 30, 2021
Professional Service Agreement	DPW	K5 Corporation	\$216,928.46	Town-wide roadway line painting	Chapter 90 Funding	April 28, 2021 - June 30, 2022
Purchase Agreement	DPW	Belson Outdoors	\$10,182.49	Purchase of eight (8) bike racks	DPW Budget	April 29, 2021 - June 30, 2021
Maintenance Agreement	DPW	MassDOT	(\$75,000)	Annual maintenance of Milestone Road	State Payment	April 28, 2021 - June 30, 2022

Amendment to Professional Service Agreement	DPW	Carolina Software, Inc.	Add \$900 to original contract amount of \$4,800 for new contract total of \$5,700	Amend existing contract for WasteWorks solid waste software to include two (2) additional licenses	Solid Waste Budget	April 28, 2021 - June 30, 2023
Amendment to Professional Service Agreement	DPW	Fuss & O'Neill, Inc.	Add \$2,686.32 to original contract amount of \$38,000 for new contract total of \$40,686.32	Amend existing contract for engineering services for Surfside Beach drainage improvements to include Notice of Intent filing with Conservation Commission	Article 18/2018 ATM	April 28, 2021 - June 30, 2021
Professional Service Agreement	Culture & Tourism	Artsopolis LLC	\$12,600	Contract for website hosting, services and software license for Cultural District website	ReMain Grant	April 28, 2021 - April 27, 2024
Professional Service Agreement	Town Clerk	Nantucket Tents	\$44,022.40	Contract for tents and bandstand for 2021 ATM	COVID Funding	April 28, 2021 - June 30, 2021



Agenda Item Summary

Agenda Item #	IX. 1.
Date	April 28, 2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Approval and Execution of two Estoppel Certificate and Agreements consenting to the refinance by the Nantucket Education Trust, Inc. (NET) of its existing mortgage at Cow Pond Lane and a new line of credit for this property.

Executive Summary

NET is refinancing the mortgage of its housing at 2, 4, 6 and 8 Cow Pond Lane with Hingham Institution for Savings in the amount of \$1,760,000 and receiving a line of credit in the amount of \$150,000. As provided under the ground lease with the Town executed in 2003, the Select Board needs to consent to these transactions. No obligations to the Town for repayment are created by this transaction.

Staff Recommendation

Approve and execute the two Estoppel Certificate and Agreements containing the consents to the transactions.

Background/Discussion

Town Counsel has reviewed and approved the documentation.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Allows for the normal refinancing process to proceed with respect to housing available for school personnel.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan/Housing

Attachments

Estoppel Certificate and Agreements (2), Exhibit A for each



ESTOPPEL CERTIFICATE AND AGREEMENT

THIS ESTOPPEL CERTIFICATE AND AGREEMENT (the "Agreement") dated as of _____, 2021 is made by and among the Town of Nantucket, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, MA 02554 ("Landlord"); The Nantucket Educational Trust also known as the Nantucket Education Trust, Inc., a Massachusetts Nonprofit Corporation, having an address of 6C Cow Pond Lane, Nantucket, MA 02554 ("Tenant"); and Hingham Institution for Savings, a Massachusetts banking corporation, having an address of 55 Main Street, Hingham, MA 02043 ("Leasehold Mortgagee").

RECITALS:

R-1. Landlord is the owner of an improved lot or parcel of land located in Nantucket, MA, having a street address of 2, 4, 6 & 8 Cow Pond Lane, Nantucket, MA (the "Premises").

R-2. Landlord is the landlord under Ground Lease Agreement dated May 20, 2003 by and between Landlord, as lessor, and Tenant, as lessee, notice of which Ground Lease is recorded with Nantucket County Registry of Deeds in Book 842, Page 247, which was amended by Addendum to Ground Lease dated June 23, 2004, and by Addendum, Two to Ground Lease dated September 28, 2005 (the "Lease").

R-3. Leasehold Mortgagee has agreed to make a Loan (the "Loan") to Tenant in the original principal amount of One Million Seven Hundred Sixty Thousand and No/100) Dollars (\$1,760,000.00), to be secured by, among other things, a Leasehold Mortgage to Hingham Institution for Savings, for the benefit of Leasehold Mortgagee on Tenant's leasehold interest in the Premises under the Lease (the "Mortgage").

R-4. As a condition of the Loan, Leasehold Mortgagee requires that (a) Landlord acknowledge and verify the information herein contained, and (b) the parties confirm in writing their understandings, and enter into certain agreements with respect to the Lease and the Mortgage.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Landlord and Tenant acknowledge and verify the accuracy of the following statements and enter into the following agreements, which the Landlord and Tenant acknowledge are a material inducement to Leasehold Mortgagee in entering into the Loan transaction and that Leasehold Mortgagee will rely thereon in making the Loan:

- a. A true, correct and complete copy of the Lease, Notices of Lease, with all exhibits, amendments and modifications is attached hereto as **Exhibit A**.
- b. The Lease is a valid and subsisting lease of the Premises and is in full force and effect in accordance with all its terms. The Lease has not been further modified, altered or

amended, and there are no understandings, supplements or other collateral documents or agreements with regard to the Lease which are not attached hereto.

- c. The "Commencement Date" as defined in the Lease occurred on May 20, 2003, and the termination of the Lease is as of September 28, 2080.
- d. The basic rent referred to as the base rent under the Lease and any other charges payable by the Tenant under the Lease are paid to the extent currently due and payable through September 28, 2080.
- e. Basic rent is \$1.00 per year.
- f. There is no security deposit currently held by Landlord under the Lease.
- g. Landlord hereby acknowledges and consents to the giving of the Mortgage by Tenant in favor of Leasehold Mortgagee. Upon closing of the Loan, the Leasehold Mortgagee shall be recognized by Landlord as a leasehold mortgagee under the Lease and shall be entitled to all protections with respect to a leasehold mortgagee under the Lease.
- h. To the best of Landlord's knowledge and belief, neither Landlord nor Tenant has received any written notice indicating a violation of any environmental law or regulation which affects the Premises.
- i. Tenant enjoys the quiet and peaceful possession of the entire Premises, and any successor acquiring Tenant's leasehold interest pursuant to enforcement of the Mortgage will enjoy the quiet and peaceful possession of the entire Premises, subject to the terms of the Lease.
- j. There are no existing defaults under the provisions of the Lease or in the performance thereof on the parts of Tenant or Landlord to be observed and performed under the Lease.
- k. Tenant and Landlord will not modify or in any way alter the terms of the Lease or cancel, terminate or surrender the Lease, or waive, execute, condone or in any way release or discharge any of the obligations, covenants, conditions and agreements of any party under the Lease which adversely affect the interests of Leasehold Mortgagee as set forth in the Leasehold Mortgagee;
- l. Landlord will give Leasehold Mortgagee notice of any default (without regard to grace periods), by Tenant under the Lease, or of Landlord's receipt of any notice from Tenant of default or intention to terminate the Lease, or of Landlord's intention to re-enter and take possession of the Premises; provided that Landlord's failure to give such notice to Leasehold Mortgagee shall not give rise to any claim against Landlord except to cure by giving such notice and affording Leasehold Mortgagee the opportunity to remedy such default as provided in clause l.n.

- m. Leasehold Mortgagee may exercise any and all of the rights of Tenant under the Lease in the place and stead of Tenant under the Lease only with Landlord's written consent and Tenant shall execute and deliver to Leasehold Mortgagee, within three (3) business days after request therefor, such instruments as may be required to permit Leasehold Mortgagee to cure any default under the Lease or permit Leasehold Mortgagee to take such other action required to enable Leasehold Mortgagee to cure or remedy the matter in default and preserve the interest of Leasehold Mortgagee in the Premises.
- n. Landlord, upon providing Tenant any notice of: (i) default under the Lease, or (ii) a termination of the Lease, or (iii) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such notice to Leasehold Mortgagee. From and after such notice has been given to Leasehold Mortgagee, Leasehold Mortgagee shall be given the longer of twenty (20) days or the same period afforded Tenant, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. Landlord shall accept such performance by or at the instigation of Leasehold Mortgagee as if the same had been done by Tenant provided that Leasehold Mortgagee performs all of Tenants obligations to the satisfaction of the Landlord. Tenant authorizes Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.
- o. Nothing herein contained shall require the Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any default of Tenant which by its terms is not reasonably susceptible of being cured by the Leasehold Mortgagee or such designee in order to comply with the provisions hereof. No default or event of default under the Lease, the cure of which and the performance of which requires possession of the Premises shall be deemed reasonably susceptible of cure or performance by Leasehold Mortgagee until Leasehold Mortgagee has succeeded to Tenant's interest in the Lease pursuant to the Mortgage; nor shall the bankruptcy, insolvency or any related or similar condition of Tenant be deemed reasonably susceptible of cure or performance by Leasehold Mortgagee.**
- p. Tenant shall give Leasehold Mortgagee notice of Tenant's intention to exercise each and every option, if any, to extend the term of the Lease, at least ninety (90) days prior to the expiration of the time to exercise such option under the terms thereof. If Tenant intends to extend the term of the Lease, Tenant shall deliver to Leasehold Mortgagee, with the notice of such decision, a copy of the notice of extension delivered to the Landlord, together with the terms and conditions of such extension.
- q. In the event Tenant and the Landlord amend or modify the Lease Tenant shall, upon the request of Leasehold Mortgagee: (i) cause the Landlord to execute a memorandum of any such amendment or modification if such amendment would modify or affect any

of the disclosed terms of an existing recorded memorandum of Lease or to the extent that the filing of a memorandum of the amendment or modification is necessary to maintain the perfection of Leasehold Mortgagee's security interest hereunder, (ii) execute said memorandum, (iii) cause such memorandum to be recorded in the applicable land records (at Tenant's sole cost and expense), and (iv) reimburse Landlord and Leasehold Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with Landlord's and Leasehold Mortgagee's review of any such amendment, modification or memorandum thereof.

- r. Notwithstanding anything to the contrary contained in the Lease or otherwise, the fee title and leasehold estate in the Premises shall not merge but shall always be kept separate and distinct notwithstanding the union of said estates in the Landlord, Tenant or a third party, whether by purchase or otherwise, and in the event of such union, Leasehold Mortgagee shall continue to have all of its security interest and lien in the leasehold estate granted hereby.
 - s. Notwithstanding anything in this Agreement to the contrary, Landlord agrees that in the event the Lease has been terminated as a result of a default or event of default by Tenant beyond any applicable notice and cure period, Landlord shall, at the request of Leasehold Mortgagee, enter into a new lease of the Premises with Leasehold Mortgagee (or its successor, assign or designee) for the remainder of the term with the same provisions, effective as of the date of termination of the Lease, and subject to the same terms and provisions of the Lease prior to termination, except for the change in tenant, and that such new lease shall have the same priority with respect to any other liens or encumbrances, as existed prior to such termination. Tenant shall have no right, title or interest in or to such new lease or leases or the leasehold estate(s) created thereby, or renewal privileges therein contained.
 - t. Tenant, Leasehold Mortgagee or any other successor to Tenant's leasehold interest under the Lease as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, as applicable, will attorn to any successor to Landlord's fee simple ownership of the Premises ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease.
2. All notices required or permitted under this Agreement shall be given in writing and either (i) personally delivered, (ii) sent by postal or reputable commercial overnight delivery service with receipt tracking, or (iii) mailed, first-class postage prepaid, certified with return receipt requested, transmitted to the party being given notice at its address first set forth in this Agreement. For purposes of determining whether notice has been given within a specified period of time, notice shall be deemed to have been given as of the date of personal delivery, or as of the date of deposit with a postal or commercial overnight

delivery service, or as of the date of mailing if evidenced by a date-stamped US Postal Service mailing receipt. For purposes of computing a period of time following notice, notice shall be deemed to have been given as of the first business day following personal delivery or deposit with a postal or commercial overnight delivery service, or as of the third business day following deposit in the United States mail, first-class postage prepaid. Any party may change its notice address by written notice given to the others.

3. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and assigns.
4. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws provisions).
5. This Agreement may be executed in two or more counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Estoppel Certificate and Agreement under seal as of the date first set forth above.

LANDLORD:

TOWN OF NANTUCKET
By its Select Board

Dawn E. Hill Holdgate, Chair

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above, as Select Board Members for Town of Nantucket, as the voluntary act of the Town of Nantucket.



Notary Public
My Commission expires:

TENANT:

Nantucket Education Trust, Inc.

By: _____(SEAL)

Name: Pauline Proch

Title: President

Nantucket Education Trust, Inc.

By: _____(SEAL)

Name: John Riccio

Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, Pauline Proch personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above,

(as partner for _____, a partnership)

(as President for Nantucket Education Trust, Inc., a corporation or other entity)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)

as the voluntary act of the (partnership)(corporation or other entity)(principal)().



Notary Public

My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, John Riccio personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above,

(as partner for _____, a partnership)

(as Treasurer for Nantucket Education Trust, Inc., a corporation or other entity)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)

as the voluntary act of the (partnership)(corporation or other entity)(principal)(_____).



Notary Public

My Commission expires:

LEASEHOLD
MORTGAGEE:

Hingham Institution for Savings,
a Massachusetts banking corporation

By: _____(SEAL)
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public,
_____ (name of document signer) personally appeared, proved to me
through satisfactory evidence of identification, which were a current document issued by a
federal or state government agency bearing the photographic image of the individual's face and
signature or _____, to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he or she signed it voluntarily for
its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the
entity shown above as _____ for Hingham Institution for Savings, a corporation or other
entity as the voluntary act of the corporation or other entity.



Notary Public
My Commission expires:

EXHIBIT "A"

LEASE AND AMENDMENTS

ATTACHED

NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Educational Trust
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Thirty-five (35) years commencing on May 20, 2003

Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 25 day of June, 2003.

Landlord: TOWN OF NANTUCKET
By its Board of Selectmen

[Signature]
Robert "Eino" Murphy, Chairman

[Signature]
Matthew G. Fee

[Signature]
Francis T. Spriggs

[Signature]
Timothy M. Sovern

Bruce L. Watts

Tenant: The Nantucket Educational Trust

[Signature]
William A. Tornovich, Jr. President



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 25, 2003

Then personally appeared the above-named Robert "Finn" Murphy, Timothy M. Soverino, Matthew G. Fee, Francis T. Spriggs and ~~Bruce L. Watts~~, as they constitute a majority of the Board of Selectmen of the Town of Nantucket, and acknowledged the foregoing instrument to be their free act and deed on behalf of the Town of Nantucket before me.

Colleen Donnelly
Notary Public
My commission expires:

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2005



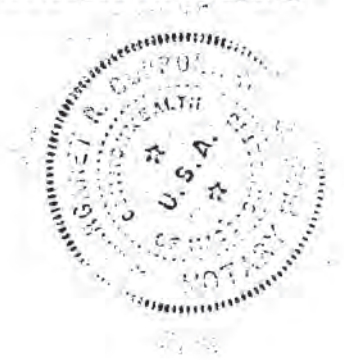
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 25, 2003

Then personally appeared the above-named William A. Tomovish Jr. and acknowledged the foregoing instrument to be his free act and deed before me.

Margaret Cappello
Notary Public
My commission expires: 4/18/08





BOOK 842 PAGE 0249

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, MA 02554
Telephone (508) 228-7255
Fax (508) 228-7272

Certification of Vote

August 22, 2003

I, Nancy S. Oliver, Clerk, hereby certify that the following vote was adopted by a majority of members of the Nantucket Board of Selectmen at a duly called meeting on June 18, 2003, at which a quorum was present:

Vote: Mr. Spriggs moved to award a proposal for the lease on Cow Pond Lane for the development of school staff housing to the Nantucket Educational Trust subject to some technical changes by Town Counsel; seconded by Mr. Soverino. So voted.

ATTEST:


Nancy S. Oliver
Clerk/Secretary

Certification of Vote

July 23, 2003

I, Patty Roggeveen, Clerk/Secretary, hereby certify that the following vote was adopted by a majority of members of the Nantucket Education Trust at a duly called meeting of the Nantucket Education Trust on May 27, 2003, at which a quorum was present:

Vote: Mary Beth Splaine moved that, The Nantucket Education Trust enter into a lease with the Town of Nantucket and authorize Bill to sign for the Nantucket Education Trust Board. So voted.

William A. Tornovich, Jr.

. So voted.

ATTEST:


Patty Roggeveen
Clerk/Secretary

Nantucket County Received & Entered
Date: AUG 22 2003 Time: 1:05 PM
Attest: Joanna Z. Kelley Register of Deeds

End of
Instrument

CONFIRMATORY NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Education Trust, Inc.
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Thirty-five (35) years commencing on May 20, 2003

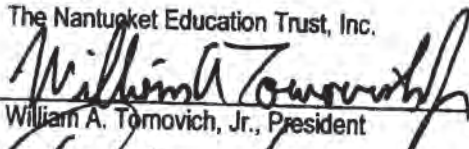
Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

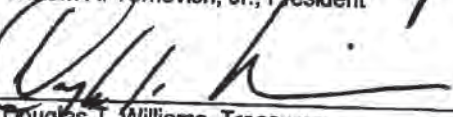
Addendum: The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to Section 11, said Ground Lease is amended to permit Tenant to obtain mortgage financing from Nantucket Bank. This shall serve as Landlord's written consent to obtain said mortgage.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 21st day of July, 2004.

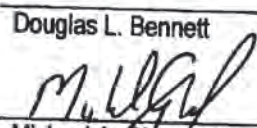
Tenant:

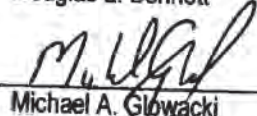
The Nantucket Education Trust, Inc.

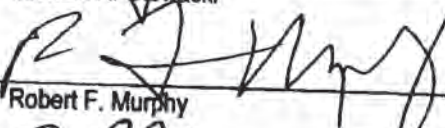

 William A. Tomovich, Jr., President

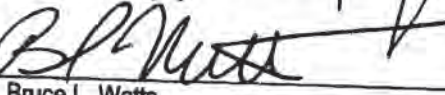

 Douglas T. Williams, Treasurer
Landlord:TOWN OF NANTUCKET
By its Board of Selectmen

 Timothy M. Soverino, Chairman


 Douglas L. Bennett


 Michael A. Glowacki


 Robert F. Murphy

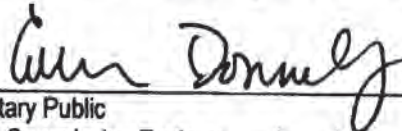

 Bruce L. Watts

Note: This document confirms the Notice of Lease filed at the Nantucket Registry of Deeds, Book 842 page 247, which contained an error in the Tenant's name (The Nantucket Education Trust, not "Educational" Trust), and acknowledges an amendment of Section 11 of said lease.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 21 day of July 2004, before me, the undersigned notary public, personally appeared Bruce L. Watts, Timothy M. Soverino, Robert F. Murphy, ~~Douglas L. Bennett~~, and Michael A. Glowacki, as they constitute a majority of the Nantucket Board of Selectmen, proved to me through satisfactory evidence of personal knowledge of identity to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Town of Nantucket.



Notary Public

My Commission Expires: / /

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC

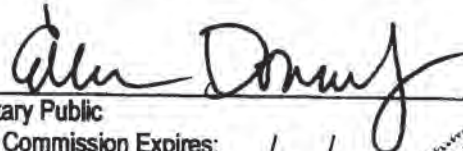
My commission expires July 15, 2006



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 21 day of July 2004, before me, the undersigned notary public, personally appeared William A. Tomovich, Jr., and Douglas T. Williams, proved to me through satisfactory evidence of MA Drivers License to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of The Nantucket Education Trust, Inc.



Notary Public

My Commission Expires: / /

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2006



Nantucket County Received & Entered

Date: JUL 22 2004 Time: 2:05 pmAttest: Joanne T. Kelley Register of Deeds

End of
Instrument



Bk: 981 Pg: 127 Page: 1 of 4
Doc: CONFIRM 10/05/2005 09:2

64

CONFIRMATORY NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Education Trust, Inc.
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Seventy-five (75) years commencing on May 20, 2003

Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

Addendum: The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to an affirmative vote on Article 69 of the 2005 Annual Town Meeting, the term of said Ground Lease shall be amended to continue for a period of seventy-five (75) years from the date of the lease.

[signatures next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 28th day of September, 2005.

Nantucket Education Trust, Inc.

William A. Tomovish Jr.
William A. Tomovish Jr., President

Douglas T. Williams
Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

By its Board of Selectmen:

Michael A. Glowacki
Michael A. Glowacki

Douglas L. Bennett
Douglas L. Bennett

Brian J. Chadwick
Brian J. Chadwick

Bruce L. Watts
Bruce L. Watts

Whitey Willauer
Whitey Willauer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 28th day of September, 2005, before me, the undersigned notary public, personally appeared Michael A. Glowacki, Douglas L. Bennett, Brian J. Chadwick, Bruce L. Watts, and Whitey Willauer, as they constitute a majority of the Nantucket Board of Selectmen, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Town of Nantucket.



Tracy Murray
Notary Public

My Commission Expires: 11/22/07

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of October, 2005, before me, the undersigned notary public, personally appeared William A. Tomovish Jr. and Douglas T. Williams, of the Nantucket Education Trust, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Nantucket Education Trust, Inc..



Tracy Murray
Notary Public

My Commission Expires: 11/22/07



Town of Nantucket

OFFICE OF THE
TOWN CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, CMC, CMMC
Town Clerk

(508) 228-7217
FAX (508) 325-5313
Home: (508) 228-7841
Email: twnclerk@nantucket.net

April 25, 2005

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 11, 2005 ANNUAL TOWN MEETING adopted **Article 69: "Real Estate Disposition: Long-term Lease Authorization/Cow Pond Lane"** at the April 14, 2005 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board" was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 69 as recommended by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, CMC, CMMC
Town and County Clerk

67

ARTICLE 69

(Real Estate Disposition: Long-term Lease Authorization)

To see if the Town will vote to authorize the Board of Selectmen to negotiate and enter into a lease, of up to seventy-five (75) years, with the Nantucket Education Trust, Inc. with respect to the Town land and improvements thereon, presently being used to house school employees, commonly known as 2, 4, 6 and 8 Cow Pond Lane; shown as Lots 1, 2, 3, and 4 on a plan by Nantucket Surveyors Inc. dated July 22, 2002 and on file in the Nantucket Registry of Deeds as Plan Number 03-52; and to take such other actions as are appropriate thereto. The terms and conditions of said lease shall be as determined by the Board of Selectmen.

(Board of Selectmen for Nantucket Education Trust, Inc.)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is hereby authorized to negotiate and enter into a lease, of up to seventy-five (75) years, with respect to the Town land and improvements thereon, presently being used to house school employees, commonly known as 2, 4, 6 and 8 Cow Pond Lane; shown as Lots 1, 2, 3, and 4 on a plan by Nantucket Surveyors Inc. dated July 22, 2002 and on file in the Nantucket Registry of Deeds as Plan Number 03-52.

NANTUCKET COUNTY Received & Entered
Attest: Joanne L. Kelley, Registrar of Deeds

GROUND LEASE
Between the Town of Nantucket and
The Nantucket Educational Trust

GROUND LEASE dated as of the 20th day of May, 2003, by and between the TOWN OF NANTUCKET, MASSACHUSETTS acting by and through its Board of Selectmen (the "Landlord") and the NANTUCKET EDUCATIONAL TRUST (the "Tenant"),

RECITALS

WHEREAS, by vote of the 2001 Nantucket Annual Town Meeting on Article 63, certain Town-owned property located at 2 and 4 Cow Pond Lane, Nantucket (the "Property") was designated for development of school department housing, a description of which is attached as Exhibit A, hereto, and is incorporated by reference herein;

WHEREAS, Town Meeting also authorized the Town to enter into a long-term lease of the Property to a non-profit entity which would develop, manage and operate the Property to provide residential units for School Department employees (the "Development");

WHEREAS, the Town instituted a request for proposals process under M.G.L. ch. 30B to identify a non-profit entity to undertake the Development, and issued a Request for Proposals dated November 19, 2002, (the "RFP"), a copy of which is attached as Exhibit B, hereto, and is incorporated by reference herein;

WHEREAS, the Tenant submitted a proposal (the "Proposal") in response to the RFP, a copy of which is attached as Exhibit C, hereto, and is incorporated by reference herein;

WHEREAS, the Town has selected the Tenant to undertake the Development in accordance with the terms and conditions set forth in the RFP and the Proposal, as they may have been modified by the written agreement of the parties (collectively, the "Terms and Conditions of Development");

WHEREAS, the Tenant has agreed to undertake the Development promptly and to move it to completion in an expeditious manner;

WHEREAS, the parties desire to cooperate in construction of the Development, with the Landlord supplying the land and the Tenant supplying the improvements.

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

1. Landlord hereby leases the Property to the Tenant, subject to all easements and other matters of record, and subject to the terms and conditions of this Ground Lease.

2. Subject to the condition set forth below, the term of this Ground Lease shall begin on the date hereof and continue for a period of thirty-five years. ~~The term shall thereafter extend for successive periods of five years if the Tenant is in full compliance with its obligations hereunder and if the Tenant has not delivered written notice to the Landlord other than at least 90 days prior to the end of the then current term of the Tenant's intention to terminate this Ground Lease at the~~

WAT

WATF.
~~end of the term~~ Notwithstanding the foregoing, the Landlord may, in its sole discretion, terminate this Ground Lease upon written notice given to the Tenant if the Tenant has not commenced construction of the Development within 18 months after the date hereof.

WATF.
3. ~~the~~ Tenant will construct the Development according to plans and specifications which are a part Terms and Conditions of the Development. Tenant shall construct at its own expense the Development and all other improvements (collectively, the "Leasehold Improvements"). In the event that Tenant proposes to revise the proposed use for the Development in any substantial manner, Tenant shall so notify Landlord in writing in advance. Such substantial changes shall not be made without Landlord's written approval thereof, provided that such approval shall not be unreasonably withheld.

4. During the initial term hereof, Tenant shall pay rent for use of the Property as follows:

a. \$1.00 per year as base rent, payable annually, in advance, on the date hereof (the "Commencement Date") and each anniversary thereafter.

b. All expenses associated with construction of the Leasehold Improvements, including without limitation expenses for materials, labor, overhead, insurance, professional fees, and debt service.

c. All operational and capital expenses connected with operation of the Development and the Property during the term of this Ground Lease, including but not limited to, repairs, expenses of alterations or remodeling, insurance premiums, utility expense, and maintenance.

d. Without limiting the generality of the foregoing, Tenant shall pay any and all other sums necessary to be paid so that the base rent payable under this Ground Lease shall be absolutely net to the Landlord.

5. Ground Tenant covenants as follows:

a. To perform any and all improvements to the Property in a good and workmanlike manner consistent with all applicable laws, codes, by-laws, ordinances, regulations, or government orders.

b. To pay any contractors, laborers, and suppliers involved in such work and to discharge promptly any liens arising from it.

c. To impose or permit the imposition of no mortgage or other encumbrance or assignment on the Property or Ground Tenant's interest created by this Ground Lease without prior written consent of Landlord.

d. To use the Property solely for construction, maintenance and operation of the Development.

e. To maintain the Property and all improvements now or hereafter placed thereon in good condition according to standards of good management practice for properties of its type.

6. The Landlord shall not be liable to the Ground Tenant for any injury or damage to the Property or to any property of the Ground Tenant or to any property of any third person, firm, association or corporation on or about the leased premises, and the Ground Tenant shall indemnify and save the Landlord harmless from and against any and all liability and damages and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association, corporation or governmental agency or authority, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Property and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Property, the installation of any property therein or the removal of any property therefrom, except in the case where any such damage is caused by the gross negligence of the Landlord.

7. Ground Tenant shall place insurance on the Property and all improvements thereon from time to time. Landlord shall be named as an additional insured on each and every insurance policy. Such insurance shall include:

a. Builder's risk insurance on a completed value basis with respect to the Leasehold Improvements.

b. All risk or fire insurance in full replacement cost limits including extended coverage, vandalism, and malicious mischief coverage and difference in conditions coverage.

c. If the Leasehold Improvements include a steam boiler or other pressure vessel, boiler and machinery coverage pursuant to an endorsement or a separate policy with respect to the Leasehold Improvements.

d. Public liability insurance with respect to the Development, and their use, the coverage limits of which shall be at least \$1,000,000 for each occurrence with respect to bodily injury and wrongful death coverage and at least \$500,000 for each occurrence with respect to property damage.

e. Any other kind of property or liability insurance with respect to the Development which is prudent under the circumstances and/or becomes customary for comparable buildings in comparable locations in the future.

f. Each insurance policy shall be issued by an insurance company that is licensed to do business in the Commonwealth of Massachusetts and is reasonably satisfactory to Landlord and Ground Tenant. An insurance company shall be deemed to be satisfactory to a party if A. M. Best Company of Oldwick, New Jersey, rates it as having a policyholder's rating of A or better.

g. A certificate with respect to each insurance policy required to be carried by Ground Tenant shall be delivered to Landlord. Each such certificate shall provide that the policy may not be canceled, reduced in amount, or modified by the insurer until at least 30 days after the insurer shall have notified Landlord and Ground Tenant, in writing by certified mail, return receipt requested.

8. If the Development, and any other improvements made to the Property are damaged or destroyed by fire or other catastrophe, Ground Tenant shall replace or repair the damage. The

repairs and/or replacement shall be commenced within a reasonable time after the damage occurs and shall be prosecuted diligently.

9. Landlord may enter the Property and the Leasehold Improvements for the purpose of inspecting them.

10. Landlord covenants as follows:

a. Ground Tenant shall have the right to occupy the Property and to use it peaceably and quietly in accordance with the terms of this Ground Lease.

b. Landlord owns the Property in fee simple absolute, subject to certain easements and encumbrances of record, copies of which have been supplied to Ground Tenant. Said easements shall not interfere in any way with the Tenant's proposed use of the property.

11. Ground Tenant may not mortgage, sublet, or assign all or any portion of its rights under this Ground Lease without Landlord's prior written consent. The Landlord acknowledges that the Ground Tenant's financing of the Development will require a mortgage of the Ground Tenant's leasehold interest and agrees to negotiate in good faith an amendment hereto in order to permit such financing.

12. In the event that Ground Tenant shall fail to pay any base rent or other amount due hereunder or to perform any other obligations required under this Ground Lease for a period of sixty (60) days after Landlord gives Ground Tenant written notice of such failure, Ground Tenant may terminate this Ground Lease by an additional 60 days written notice. Upon termination of this Ground Lease, whether on account of Ground Tenant's default or otherwise, the Leasehold Improvements shall become the sole property of the Landlord.

13. If this Ground Lease is extended for an additional term (the "Additional Term") as set forth in Paragraph 2, above, the annual base rent payable by the Ground Tenant during the Additional Term shall be increased (but not decreased) to an amount equal to the product of the initial base rent provided in Paragraph 4(a), above, multiplied by a fraction, the numerator of which shall be the Consumer Price Index as of the month of the date of this Ground Lease and the denominator of which shall be the Consumer Price Index as of the month of month in which the then-current term hereof expires.

14. As used herein, the term "Consumer Price Index" means (i) the U. S. Department of Labor Bureau of Labor Statistics Northeast Consumer Price Index, All Urban Consumers -- (CPI-U), U.S. City Average, All Items (1982-84 = 100) or (ii) if the publication of such Consumer Price Index shall be discontinued, the comparable index most closely reflecting diminution of the real value of the annual base rent herein provided for. In the event of a change in the base for the "Consumer Price Index," the numerator of the fraction shall be appropriately adjusted to reflect continued use of the 1982-84 base in the case of the Consumer Price Index or in the case of such comparable index, the continued use of the base period in effect at the time of its adoption for use hereunder. At the request of either party, the other from time to time shall execute an appropriate instrument supplemental to the Lease evidencing the then current annual rent payable by the Ground Tenant.

In the event that the foregoing Index is not available for purposes of making the foregoing determination, the parties shall use the most merely comparable available Index, interpolating to such extent as may be necessary to obtain a fair comparison of the difference of the cost of living

between the dates specified (with a readjustment if the Index itself becomes available later). In the event that the Index is not available as aforesaid and there is a dispute or disagreement concerning the Index to be used and/or the annual rent that is to be payable during the Additional Term, such dispute or disagreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should the annual base rent payable during the Additional Term not be determined before the beginning thereof, annual base rent shall continue to be paid by the Ground Tenant at the rate applicable during the initial term, and there shall be an appropriate adjustment promptly following the final determination.

15. Except as otherwise provided, a party may exercise its rights and remedies at any time, in any order, to any extent, and as often as it deems advisable. A party may exercise its rights and remedies without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise of the right or remedy or exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default or breach.

16. All notices to be given pursuant to this Ground Lease shall be effective only when given in writing and mailed by certified mail, return receipt requested, postage prepaid, or by private express delivery service requiring signature upon receipt, to the party to whom addressed, at the following addresses:

To Landlord:

Town of Nantucket
Board of Selectmen
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

To Ground Tenant:

William A. Tornovish, Jr.
President
Nantucket Educational Trust
PO Box 1465
Nantucket, MA 02554

Or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, when deposited with the U.S. Postal Service.

17. Ground Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury or damage which shall happen in, on or about the Property or appurtenances, and on or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, and for any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Property, or of any part thereof, and/or of the streets, sidewalks, curbs or vaults adjacent thereto during the Term and not due to the negligence or wrongful act of the Landlord or its agents.

18. This Ground Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. It shall be binding upon the parties and their respective successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns. This lease may not be amended or canceled orally.

[signatures on next page]

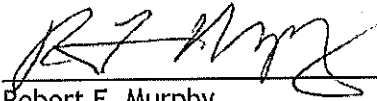
LANDLORD ACKNOWLEDGMENT

At a meeting duly held on June 18, 2003, the Board of Selectmen for the Town of Nantucket reviewed the foregoing lease and voted to adopt it pursuant to Article 63 of the 2001 Annual Town Meeting.

WITNESS our hands and seals as of date first above named.

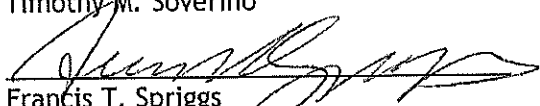
TOWN OF NANTUCKET

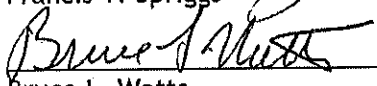
By its Board of Selectmen


Robert F. Murphy

Matthew G. Fee

Timothy M. Soverino


Francis T. Spriggs

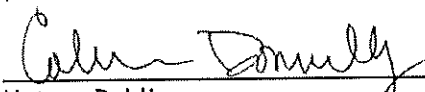

Bruce L. Watts

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss

June 24, 2003

Then personally appeared the foregoing ~~Timothy M. Soverino~~, Francis T. Spriggs, ~~Matthew G. Fee~~, Robert F. Murphy, and Bruce L. Watts, constituting a majority of the Board of Selectmen for the Town of Nantucket and acknowledged the foregoing Ground Lease to be their free act and deed, before me.


Notary Public
My commission expires:

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2005

GROUND TENANT ACKNOWLEDGMENT

William A. Tornovish, Jr.
William A. Tornovish, Jr.

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

June 9, 2003

Then personally appeared the foregoing William A. Tornovish, Jr., President of the Nantucket Educational Trust and acknowledged the foregoing Ground Lease to be his free act and deed, on behalf of the Nantucket Educational Trust before me.

Margaret Appeler, Commission
Notary Public
My commission expires: 4/18/08

Addendum to Ground Lease
Between the Town of Nantucket and
The Nantucket Educational Trust

Reference is hereby made to that certain Ground Lease dated as of May 20, 2003, by and between the Town of Nantucket, Massachusetts, acting by and through its Board of Selectmen (the "Landlord") and The Nantucket Educational Trust, Inc. (the "Tenant"), notice of which Ground Lease is recorded in Book 842, Page 247 at the Nantucket Registry of Deeds.

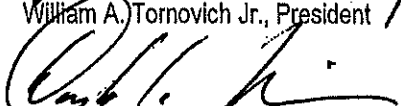
The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to Section 11, said Ground Lease is amended to permit Tenant to obtain mortgage financing from Nantucket Bank. This addendum shall serve as Landlord's written consent to obtain said mortgage.

In all other respects, said Ground Lease is hereby ratified and confirmed.

Witness our hands and seals as of this 23rd day of June 2004.

Nantucket Educational Trust



William A. Tornovich Jr., President


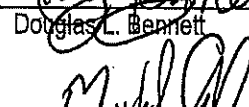
Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

By its Board of Selectmen



Timothy M. Soverino, Chairman


Douglas L. Bennett


Michael A. Glowacki

Robert F. Murphy



Bruce L. Watts

Petersen LaChance Regan Pino, LLC

Real Estate Services

Addendum Two to Ground Lease

Between the Town of Nantucket and
The Nantucket Education Trust, Inc.

Reference is hereby made to that certain Ground Lease dated as of May 20, 2003, as amended, by and between the Town of Nantucket, Massachusetts, acting by and through its Board of Selectmen (the "Landlord") and The Nantucket Education Trust, Inc. (the "Tenant"), notice of which Ground Lease is recorded in Book 842, Page 247 at the Nantucket Registry of Deeds.

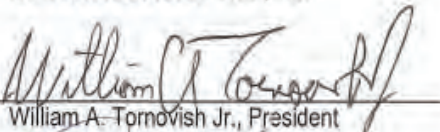
The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to an affirmative vote on Article 69 of the 2005 Annual Town Meeting, the term of said Ground Lease shall be amended to continue for a period of seventy-five (75) years from the date of the lease. Accordingly, the current Paragraph 2 of the Ground Lease is hereby deleted and the following provision substituted therefor:

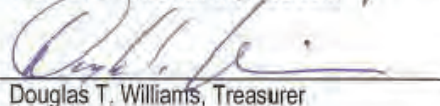
Subject to the condition set forth below, the term of this Ground Lease shall begin on the date hereof and continue for a period of seventy-five years. Notwithstanding the foregoing, the Landlord may, in its sole discretion, terminate this Ground Lease upon written notice given to the Tenant if the Tenant has not commenced construction of the Development within 18 months after the date hereof.

In all other respects, said Ground Lease is hereby ratified and confirmed.

Witness our hands and seals as of this 28th day of September 2005.

Nantucket Education Trust, Inc.

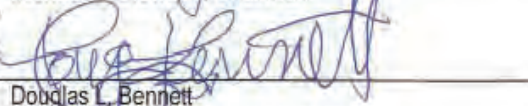

William A. Tornovich Jr., President


Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

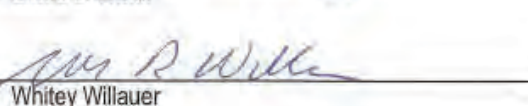
By its Board of Selectmen:


Michael A. Glowacki, Chairman


Douglas L. Bennett


Brian J. Chadwick


Bruce L. Watts


Whitey Willauer

ESTOPPEL CERTIFICATE AND AGREEMENT

THIS ESTOPPEL CERTIFICATE AND AGREEMENT (the "Agreement") dated as of _____, 2021 is made by and among the Town of Nantucket, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, MA 02554 ("Landlord"); The Nantucket Educational Trust also known as the Nantucket Education Trust, Inc., a Massachusetts Nonprofit Corporation, having an address of 6C Cow Pond Lane, Nantucket, MA 02554 ("Tenant"); and Hingham Institution for Savings, a Massachusetts banking corporation, having an address of 55 Main Street, Hingham, MA 02043 ("Leasehold Mortgagee").

RECITALS:

R-1. Landlord is the owner of an improved lot or parcel of land located in Nantucket, MA, having a street address of 2, 4, 6 & 8 Cow Pond Lane, Nantucket, MA (the "Premises").

R-2. Landlord is the landlord under Ground Lease Agreement dated May 20, 2003 by and between Landlord, as lessor, and Tenant, as lessee, notice of which Ground Lease is recorded with Nantucket County Registry of Deeds in Book 842, Page 247, which was amended by Addendum to Ground Lease dated June 23, 2004, and by Addendum, Two to Ground Lease dated September 28, 2005 (the "Lease").

R-3. Leasehold Mortgagee has agreed to make a Loan (the "Loan") to Tenant in the original principal amount of One Hundred Fifty Thousand and No/100) Dollars (\$150,000.00), to be secured by, among other things, a Leasehold Mortgage to Hingham Institution for Savings, for the benefit of Leasehold Mortgagee on Tenant's leasehold interest in the Premises under the Lease (the "Mortgage").

R-4. As a condition of the Loan, Leasehold Mortgagee requires that (a) Landlord acknowledge and verify the information herein contained, and (b) the parties confirm in writing their understandings, and enter into certain agreements with respect to the Lease and the Mortgage.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Landlord and Tenant acknowledge and verify the accuracy of the following statements and enter into the following agreements, which the Landlord and Tenant acknowledge are a material inducement to Leasehold Mortgagee in entering into the Loan transaction and that Leasehold Mortgagee will rely thereon in making the Loan:

- a. A true, correct and complete copy of the Lease, Notices of Lease, with all exhibits, amendments and modifications is attached hereto as **Exhibit A**.
- b. The Lease is a valid and subsisting lease of the Premises and is in full force and effect in accordance with all its terms. The Lease has not been further modified, altered or

amended, and there are no understandings, supplements or other collateral documents or agreements with regard to the Lease which are not attached hereto.

- c. The "Commencement Date" as defined in the Lease occurred on May 20, 2003, and the termination of the Lease is as of September 28, 2080.
- d. The basic rent referred to as the base rent under the Lease and any other charges payable by the Tenant under the Lease are paid to the extent currently due and payable through September 28, 2080.
- e. Basic rent is \$1.00 per year.
- f. There is no security deposit currently held by Landlord under the Lease.
- g. Landlord hereby acknowledges and consents to the giving of the Mortgage by Tenant in favor of Leasehold Mortgagee. Upon closing of the Loan, the Leasehold Mortgagee shall be recognized by Landlord as a leasehold mortgagee under the Lease and shall be entitled to all protections with respect to a leasehold mortgagee under the Lease.
- h. To the best of Landlord's knowledge and belief, neither Landlord nor Tenant has received any written notice indicating a violation of any environmental law or regulation which affects the Premises.
- i. Tenant enjoys the quiet and peaceful possession of the entire Premises, and any successor acquiring Tenant's leasehold interest pursuant to enforcement of the Mortgage will enjoy the quiet and peaceful possession of the entire Premises, subject to the terms of the Lease.
- j. There are no existing defaults under the provisions of the Lease or in the performance thereof on the parts of Tenant or Landlord to be observed and performed under the Lease.
- k. Tenant and Landlord will not modify or in any way alter the terms of the Lease or cancel, terminate or surrender the Lease, or waive, execute, condone or in any way release or discharge any of the obligations, covenants, conditions and agreements of any party under the Lease which adversely affect the interests of Leasehold Mortgagee as set forth in the Leasehold Mortgagee;
- l. Landlord will give Leasehold Mortgagee notice of any default (without regard to grace periods), by Tenant under the Lease, or of Landlord's receipt of any notice from Tenant of default or intention to terminate the Lease, or of Landlord's intention to re-enter and take possession of the Premises; provided that Landlord's failure to give such notice to Leasehold Mortgagee shall not give rise to any claim against Landlord except to cure by giving such notice and affording Leasehold Mortgagee the opportunity to remedy such default as provided in clause l.n.

- m. Leasehold Mortgagee may exercise any and all of the rights of Tenant under the Lease in the place and stead of Tenant under the Lease only with Landlord's written consent and Tenant shall execute and deliver to Leasehold Mortgagee, within three (3) business days after request therefor, such instruments as may be required to permit Leasehold Mortgagee to cure any default under the Lease or permit Leasehold Mortgagee to take such other action required to enable Leasehold Mortgagee to cure or remedy the matter in default and preserve the interest of Leasehold Mortgagee in the Premises.
- n. Landlord, upon providing Tenant any notice of: (i) default under the Lease, or (ii) a termination of the Lease, or (iii) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such notice to Leasehold Mortgagee. From and after such notice has been given to Leasehold Mortgagee, Leasehold Mortgagee shall be given the longer of twenty (20) days or the same period afforded Tenant, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. Landlord shall accept such performance by or at the instigation of Leasehold Mortgagee as if the same had been done by Tenant provided that Leasehold Mortgagee performs all of Tenants obligations to the satisfaction of the Landlord. Tenant authorizes Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.
- o. Nothing herein contained shall require the Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any default of Tenant which by its terms is not reasonably susceptible of being cured by the Leasehold Mortgagee or such designee in order to comply with the provisions hereof. No default or event of default under the Lease, the cure of which and the performance of which requires possession of the Premises shall be deemed reasonably susceptible of cure or performance by Leasehold Mortgagee until Leasehold Mortgagee has succeeded to Tenant's interest in the Lease pursuant to the Mortgage; nor shall the bankruptcy, insolvency or any related or similar condition of Tenant be deemed reasonably susceptible of cure or performance by Leasehold Mortgagee.**
- p. Tenant shall give Leasehold Mortgagee notice of Tenant's intention to exercise each and every option, if any, to extend the term of the Lease, at least ninety (90) days prior to the expiration of the time to exercise such option under the terms thereof. If Tenant intends to extend the term of the Lease, Tenant shall deliver to Leasehold Mortgagee, with the notice of such decision, a copy of the notice of extension delivered to the Landlord, together with the terms and conditions of such extension.
- q. In the event Tenant and the Landlord amend or modify the Lease Tenant shall, upon the request of Leasehold Mortgagee: (i) cause the Landlord to execute a memorandum of any such amendment or modification if such amendment would modify or affect any

of the disclosed terms of an existing recorded memorandum of Lease or to the extent that the filing of a memorandum of the amendment or modification is necessary to maintain the perfection of Leasehold Mortgagee's security interest hereunder, (ii) execute said memorandum, (iii) cause such memorandum to be recorded in the applicable land records (at Tenant's sole cost and expense), and (iv) reimburse Landlord and Leasehold Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with Landlord's and Leasehold Mortgagee's review of any such amendment, modification or memorandum thereof.

- r. Notwithstanding anything to the contrary contained in the Lease or otherwise, the fee title and leasehold estate in the Premises shall not merge but shall always be kept separate and distinct notwithstanding the union of said estates in the Landlord, Tenant or a third party, whether by purchase or otherwise, and in the event of such union, Leasehold Mortgagee shall continue to have all of its security interest and lien in the leasehold estate granted hereby.
 - s. Notwithstanding anything in this Agreement to the contrary, Landlord agrees that in the event the Lease has been terminated as a result of a default or event of default by Tenant beyond any applicable notice and cure period, Landlord shall, at the request of Leasehold Mortgagee, enter into a new lease of the Premises with Leasehold Mortgagee (or its successor, assign or designee) for the remainder of the term with the same provisions, effective as of the date of termination of the Lease, and subject to the same terms and provisions of the Lease prior to termination, except for the change in tenant, and that such new lease shall have the same priority with respect to any other liens or encumbrances, as existed prior to such termination. Tenant shall have no right, title or interest in or to such new lease or leases or the leasehold estate(s) created thereby, or renewal privileges therein contained.
 - t. Tenant, Leasehold Mortgagee or any other successor to Tenant's leasehold interest under the Lease as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, as applicable, will attorn to any successor to Landlord's fee simple ownership of the Premises ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease.
2. All notices required or permitted under this Agreement shall be given in writing and either (i) personally delivered, (ii) sent by postal or reputable commercial overnight delivery service with receipt tracking, or (iii) mailed, first-class postage prepaid, certified with return receipt requested, transmitted to the party being given notice at its address first set forth in this Agreement. For purposes of determining whether notice has been given within a specified period of time, notice shall be deemed to have been given as of the date of personal delivery, or as of the date of deposit with a postal or commercial overnight

delivery service, or as of the date of mailing if evidenced by a date-stamped US Postal Service mailing receipt. For purposes of computing a period of time following notice, notice shall be deemed to have been given as of the first business day following personal delivery or deposit with a postal or commercial overnight delivery service, or as of the third business day following deposit in the United States mail, first-class postage prepaid. Any party may change its notice address by written notice given to the others.

3. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and assigns.
4. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws provisions).
5. This Agreement may be executed in two or more counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Estoppel Certificate and Agreement under seal as of the date first set forth above.

LANDLORD:

TOWN OF NANTUCKET
By its Select Board

Dawn E. Hill Holdgate, Chair

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above, as Select Board Members for Town of Nantucket, as the voluntary act of the Town of Nantucket.



Notary Public
My Commission expires:

TENANT:

Nantucket Education Trust, Inc.

By: _____(SEAL)

Name: Pauline Proch

Title: President

Nantucket Education Trust, Inc.

By: _____(SEAL)

Name: John Riccio

Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, Pauline Proch personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above,

(as partner for _____, a partnership)

(as President for Nantucket Education Trust, Inc., a corporation or other entity)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)

as the voluntary act of the (partnership)(corporation or other entity)(principal)().



Notary Public

My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public, John Riccio personally appeared, proved to me through satisfactory evidence of identification, which were a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature or _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the entity shown above,

(as partner for _____, a partnership)

(as Treasurer for Nantucket Education Trust, Inc., a corporation or other entity)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)

as the voluntary act of the (partnership)(corporation or other entity)(principal)(_____).



Notary Public

My Commission expires:

LEASEHOLD
MORTGAGEE:

Hingham Institution for Savings,
a Massachusetts banking corporation

By: _____(SEAL)
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021

On the date shown above, before me, the undersigned notary public,
_____ (name of document signer) personally appeared, proved to me
through satisfactory evidence of identification, which were a current document issued by a
federal or state government agency bearing the photographic image of the individual's face and
signature or _____, to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he or she signed it voluntarily for
its stated purpose, in the capacity shown, if any, and in behalf of and as the voluntary act of the
entity shown above as _____ for Hingham Institution for Savings, a corporation or other
entity as the voluntary act of the corporation or other entity.



Notary Public
My Commission expires:

EXHIBIT "A"

LEASE AND AMENDMENTS

ATTACHED

NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Educational Trust
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Thirty-five (35) years commencing on May 20, 2003

Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 25 day of June, 2003.

Landlord: TOWN OF NANTUCKET
By its Board of Selectmen

[Signature]
Robert "Eino" Murphy, Chairman

[Signature]
Matthew G. Fee

[Signature]
Francis T. Spriggs

[Signature]
Timothy M. Sovern

Bruce L. Watts

Tenant: The Nantucket Educational Trust

[Signature]
William A. Tornovich, Jr. President



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 25, 2003

Then personally appeared the above-named Robert "Finn" Murphy, Timothy M. Soverino, Matthew G. Fee, Francis T. Spriggs and ~~Bruce L. Watts~~, as they constitute a majority of the Board of Selectmen of the Town of Nantucket, and acknowledged the foregoing instrument to be their free act and deed on behalf of the Town of Nantucket before me.

Colleen Donnelly
Notary Public
My commission expires:

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2005



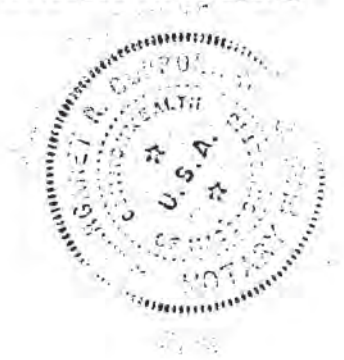
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 25, 2003

Then personally appeared the above-named William A. Tomovish Jr. and acknowledged the foregoing instrument to be his free act and deed before me.

Margaret Cappola
Notary Public
My commission expires: 4/18/08





BOOK 842 PAGE 0249

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, MA 02554
Telephone (508) 228-7255
Fax (508) 228-7272

Certification of Vote

August 22, 2003

I, Nancy S. Oliver, Clerk, hereby certify that the following vote was adopted by a majority of members of the Nantucket Board of Selectmen at a duly called meeting on June 18, 2003, at which a quorum was present:

Vote: Mr. Spriggs moved to award a proposal for the lease on Cow Pond Lane for the development of school staff housing to the Nantucket Educational Trust subject to some technical changes by Town Counsel; seconded by Mr. Soverino. So voted.

ATTEST:


Nancy S. Oliver
Clerk/Secretary

Certification of Vote

July 23, 2003

I, Patty Roggeveen, Clerk/Secretary, hereby certify that the following vote was adopted by a majority of members of the Nantucket Education Trust at a duly called meeting of the Nantucket Education Trust on May 27, 2003, at which a quorum was present:

Vote: Mary Beth Splaine moved that, The Nantucket Education Trust enter into a lease with the Town of Nantucket and authorize Bill to sign for the Nantucket Education Trust Board. So voted.

→ William A. Tornovich, Jr.

. So voted.

ATTEST:


Patty Roggeveen
Clerk/Secretary

Nantucket County Received & Entered
Date: AUG 22 2003 Time: 1:05 PM
Attest: Joanna Z. Kelley Register of Deeds

End of
Instrument

CONFIRMATORY NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Education Trust, Inc.
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Thirty-five (35) years commencing on May 20, 2003

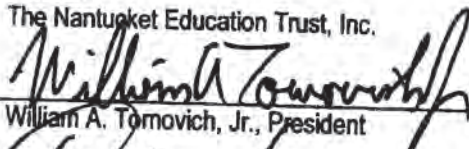
Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

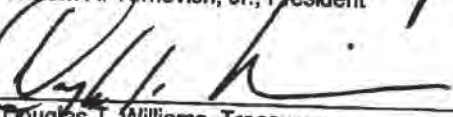
Addendum: The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to Section 11, said Ground Lease is amended to permit Tenant to obtain mortgage financing from Nantucket Bank. This shall serve as Landlord's written consent to obtain said mortgage.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 21st day of July, 2004.

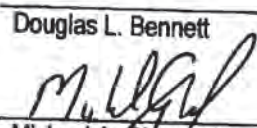
Tenant:

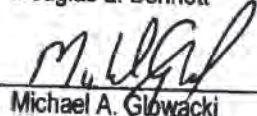
The Nantucket Education Trust, Inc.

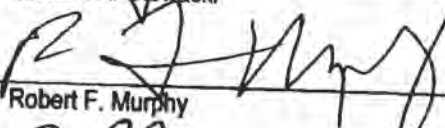

 William A. Tomovich, Jr., President

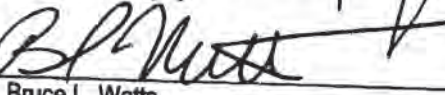

 Douglas T. Williams, Treasurer
Landlord:TOWN OF NANTUCKET
By its Board of Selectmen

 Timothy M. Soverino, Chairman


 Douglas L. Bennett


 Michael A. Glowacki


 Robert F. Murphy

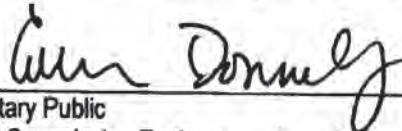

 Bruce L. Watts

Note: This document confirms the Notice of Lease filed at the Nantucket Registry of Deeds, Book 842 page 247, which contained an error in the Tenant's name (The Nantucket Education Trust, not "Educational" Trust), and acknowledges an amendment of Section 11 of said lease.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 21 day of July 2004, before me, the undersigned notary public, personally appeared Bruce L. Watts, Timothy M. Soverino, Robert F. Murphy, ~~Douglas L. Bennett~~, and Michael A. Glowacki, as they constitute a majority of the Nantucket Board of Selectmen, proved to me through satisfactory evidence of personal knowledge of identity to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Town of Nantucket.



Notary Public

My Commission Expires: / /

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC

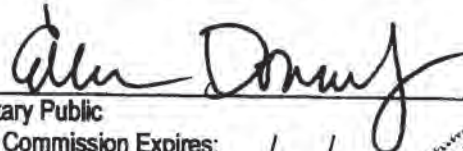
My commission expires July 15, 2006



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 21 day of July 2004, before me, the undersigned notary public, personally appeared William A. Tomovich, Jr., and Douglas T. Williams, proved to me through satisfactory evidence of MA Drivers License to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of The Nantucket Education Trust, Inc.



Notary Public

My Commission Expires: / /

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2006



Nantucket County Received & Entered

Date: JUL 22 2004 Time: 2:05 pmAttest: Joanne T. Kelley Register of Deeds

End of
Instrument



2005 00003519

Bk: 981 Pg: 127 Page: 1 of 4
Doc: CONFIRM 10/05/2005 09:2

64

CONFIRMATORY NOTICE OF LEASE

Notice is hereby given, pursuant to M.G.L. c. 183, §4, of the lease, (also known as the "Ground Lease") described below:

Landlord: Town of Nantucket
c/o Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Tenant: The Nantucket Education Trust, Inc.
PO Box 1465
Nantucket, MA 02554

Date of Lease: May 20, 2003

Term: Seventy-five (75) years commencing on May 20, 2003

Leased Premises: 2 and 4 Cow Pond Lane, Nantucket MA
more fully described as Lot C and Lot 1K on a plan entitled "Plan of Land in Nantucket, Mass Prepared for Robert R. Reed, Trustee of Cow Pond Nominee Trust and West Pasture Nominee Trust" dated August 23, 1999, by Nantucket Surveyors, Inc., on file at the Nantucket Registry of Deeds, Plan File 54-X.

Addendum: The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to an affirmative vote on Article 69 of the 2005 Annual Town Meeting, the term of said Ground Lease shall be amended to continue for a period of seventy-five (75) years from the date of the lease.

[signatures next page]

Note: Previous Notice of Lease and Confirmatory Notice of Lease recorded as Book 842 Page 247 and Book 904 and 212 respectively.

65

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 28th day of September, 2005.

Nantucket Education Trust, Inc.

William A. Tomovish Jr.
William A. Tomovish Jr., President

Douglas T. Williams
Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

By its Board of Selectmen:

Michael A. Glowacki
Michael A. Glowacki

Douglas L. Bennett
Douglas L. Bennett

Brian J. Chadwick
Brian J. Chadwick

Bruce L. Watts
Bruce L. Watts

Whitey Willauer
Whitey Willauer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 28th day of September, 2005, before me, the undersigned notary public, personally appeared Michael A. Glowacki, Douglas L. Bennett, Brian J. Chadwick, Bruce L. Watts, and Whitey Willauer, as they constitute a majority of the Nantucket Board of Selectmen, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Town of Nantucket.



Tracy Murray
Notary Public

My Commission Expires: 11/22/07

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3rd day of October, 2005, before me, the undersigned notary public, personally appeared William A. Tomovish Jr. and Douglas T. Williams, of the Nantucket Education Trust, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Nantucket Education Trust, Inc..



Tracy Murray
Notary Public

My Commission Expires: 11/22/07



Town of Nantucket

OFFICE OF THE
TOWN CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, CMC, CMMC
Town Clerk

(508) 228-7217
FAX (508) 325-5313
Home: (508) 228-7841
Email: twnclerk@nantucket.net

April 25, 2005

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 11, 2005 ANNUAL TOWN MEETING adopted **Article 69: "Real Estate Disposition: Long-term Lease Authorization/Cow Pond Lane"** at the April 14, 2005 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board" was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 69 as recommended by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, CMC, CMMC
Town and County Clerk

67

ARTICLE 69

(Real Estate Disposition: Long-term Lease Authorization)

To see if the Town will vote to authorize the Board of Selectmen to negotiate and enter into a lease, of up to seventy-five (75) years, with the Nantucket Education Trust, Inc. with respect to the Town land and improvements thereon, presently being used to house school employees, commonly known as 2, 4, 6 and 8 Cow Pond Lane; shown as Lots 1, 2, 3, and 4 on a plan by Nantucket Surveyors Inc. dated July 22, 2002 and on file in the Nantucket Registry of Deeds as Plan Number 03-52; and to take such other actions as are appropriate thereto. The terms and conditions of said lease shall be as determined by the Board of Selectmen.

(Board of Selectmen for Nantucket Education Trust, Inc.)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is hereby authorized to negotiate and enter into a lease, of up to seventy-five (75) years, with respect to the Town land and improvements thereon, presently being used to house school employees, commonly known as 2, 4, 6 and 8 Cow Pond Lane; shown as Lots 1, 2, 3, and 4 on a plan by Nantucket Surveyors Inc. dated July 22, 2002 and on file in the Nantucket Registry of Deeds as Plan Number 03-52.

NANTUCKET COUNTY Received & Entered
Attest: Joanne L. Kelley, Registrar of Deeds

GROUND LEASE
Between the Town of Nantucket and
The Nantucket Educational Trust

GROUND LEASE dated as of the 20th day of May, 2003, by and between the TOWN OF NANTUCKET, MASSACHUSETTS acting by and through its Board of Selectmen (the "Landlord") and the NANTUCKET EDUCATIONAL TRUST (the "Tenant"),

RECITALS

WHEREAS, by vote of the 2001 Nantucket Annual Town Meeting on Article 63, certain Town-owned property located at 2 and 4 Cow Pond Lane, Nantucket (the "Property") was designated for development of school department housing, a description of which is attached as Exhibit A, hereto, and is incorporated by reference herein;

WHEREAS, Town Meeting also authorized the Town to enter into a long-term lease of the Property to a non-profit entity which would develop, manage and operate the Property to provide residential units for School Department employees (the "Development");

WHEREAS, the Town instituted a request for proposals process under M.G.L. ch. 30B to identify a non-profit entity to undertake the Development, and issued a Request for Proposals dated November 19, 2002, (the "RFP"), a copy of which is attached as Exhibit B, hereto, and is incorporated by reference herein;

WHEREAS, the Tenant submitted a proposal (the "Proposal") in response to the RFP, a copy of which is attached as Exhibit C, hereto, and is incorporated by reference herein;

WHEREAS, the Town has selected the Tenant to undertake the Development in accordance with the terms and conditions set forth in the RFP and the Proposal, as they may have been modified by the written agreement of the parties (collectively, the "Terms and Conditions of Development");

WHEREAS, the Tenant has agreed to undertake the Development promptly and to move it to completion in an expeditious manner;

WHEREAS, the parties desire to cooperate in construction of the Development, with the Landlord supplying the land and the Tenant supplying the improvements.

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

1. Landlord hereby leases the Property to the Tenant, subject to all easements and other matters of record, and subject to the terms and conditions of this Ground Lease.

2. Subject to the condition set forth below, the term of this Ground Lease shall begin on the date hereof and continue for a period of thirty-five years. ~~The term shall thereafter extend for successive periods of five years if the Tenant is in full compliance with its obligations hereunder and if the Tenant has not delivered written notice to the Landlord other at least 90 days prior to the end of the then current term of the Tenant's intention to terminate this Ground Lease at the~~

WAT

WATF.
~~end of the term~~ Notwithstanding the foregoing, the Landlord may, in its sole discretion, terminate this Ground Lease upon written notice given to the Tenant if the Tenant has not commenced construction of the Development within 18 months after the date hereof.

WATF.
3. ~~the~~ Tenant will construct the Development according to plans and specifications which are a part Terms and Conditions of the Development. Tenant shall construct at its own expense the Development and all other improvements (collectively, the "Leasehold Improvements"). In the event that Tenant proposes to revise the proposed use for the Development in any substantial manner, Tenant shall so notify Landlord in writing in advance. Such substantial changes shall not be made without Landlord's written approval thereof, provided that such approval shall not be unreasonably withheld.

4. During the initial term hereof, Tenant shall pay rent for use of the Property as follows:

- a. \$1.00 per year as base rent, payable annually, in advance, on the date hereof (the "Commencement Date") and each anniversary thereafter.
- b. All expenses associated with construction of the Leasehold Improvements, including without limitation expenses for materials, labor, overhead, insurance, professional fees, and debt service.
- c. All operational and capital expenses connected with operation of the Development and the Property during the term of this Ground Lease, including but not limited to, repairs, expenses of alterations or remodeling, insurance premiums, utility expense, and maintenance.
- d. Without limiting the generality of the foregoing, Tenant shall pay any and all other sums necessary to be paid so that the base rent payable under this Ground Lease shall be absolutely net to the Landlord.

5. Ground Tenant covenants as follows:

- a. To perform any and all improvements to the Property in a good and workmanlike manner consistent with all applicable laws, codes, by-laws, ordinances, regulations, or government orders.
- b. To pay any contractors, laborers, and suppliers involved in such work and to discharge promptly any liens arising from it.
- c. To impose or permit the imposition of no mortgage or other encumbrance or assignment on the Property or Ground Tenant's interest created by this Ground Lease without prior written consent of Landlord.
- d. To use the Property solely for construction, maintenance and operation of the Development.
- e. To maintain the Property and all improvements now or hereafter placed thereon in good condition according to standards of good management practice for properties of its type.

6. The Landlord shall not be liable to the Ground Tenant for any injury or damage to the Property or to any property of the Ground Tenant or to any property of any third person, firm, association or corporation on or about the leased premises, and the Ground Tenant shall indemnify and save the Landlord harmless from and against any and all liability and damages and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association, corporation or governmental agency or authority, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Property and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Property, the installation of any property therein or the removal of any property therefrom, except in the case where any such damage is caused by the gross negligence of the Landlord.

7. Ground Tenant shall place insurance on the Property and all improvements thereon from time to time. Landlord shall be named as an additional insured on each and every insurance policy. Such insurance shall include:

a. Builder's risk insurance on a completed value basis with respect to the Leasehold Improvements.

b. All risk or fire insurance in full replacement cost limits including extended coverage, vandalism, and malicious mischief coverage and difference in conditions coverage.

c. If the Leasehold Improvements include a steam boiler or other pressure vessel, boiler and machinery coverage pursuant to an endorsement or a separate policy with respect to the Leasehold Improvements.

d. Public liability insurance with respect to the Development, and their use, the coverage limits of which shall be at least \$1,000,000 for each occurrence with respect to bodily injury and wrongful death coverage and at least \$500,000 for each occurrence with respect to property damage.

e. Any other kind of property or liability insurance with respect to the Development which is prudent under the circumstances and/or becomes customary for comparable buildings in comparable locations in the future.

f. Each insurance policy shall be issued by an insurance company that is licensed to do business in the Commonwealth of Massachusetts and is reasonably satisfactory to Landlord and Ground Tenant. An insurance company shall be deemed to be satisfactory to a party if A. M. Best Company of Oldwick, New Jersey, rates it as having a policyholder's rating of A or better.

g. A certificate with respect to each insurance policy required to be carried by Ground Tenant shall be delivered to Landlord. Each such certificate shall provide that the policy may not be canceled, reduced in amount, or modified by the insurer until at least 30 days after the insurer shall have notified Landlord and Ground Tenant, in writing by certified mail, return receipt requested.

8. If the Development, and any other improvements made to the Property are damaged or destroyed by fire or other catastrophe, Ground Tenant shall replace or repair the damage. The

repairs and/or replacement shall be commenced within a reasonable time after the damage occurs and shall be prosecuted diligently.

9. Landlord may enter the Property and the Leasehold Improvements for the purpose of inspecting them.

10. Landlord covenants as follows:

a. Ground Tenant shall have the right to occupy the Property and to use it peaceably and quietly in accordance with the terms of this Ground Lease.

b. Landlord owns the Property in fee simple absolute, subject to certain easements and encumbrances of record, copies of which have been supplied to Ground Tenant. Said easements shall not interfere in any way with the Tenant's proposed use of the property.

11. Ground Tenant may not mortgage, sublet, or assign all or any portion of its rights under this Ground Lease without Landlord's prior written consent. The Landlord acknowledges that the Ground Tenant's financing of the Development will require a mortgage of the Ground Tenant's leasehold interest and agrees to negotiate in good faith an amendment hereto in order to permit such financing.

12. In the event that Ground Tenant shall fail to pay any base rent or other amount due hereunder or to perform any other obligations required under this Ground Lease for a period of sixty (60) days after Landlord gives Ground Tenant written notice of such failure, Ground Tenant may terminate this Ground Lease by an additional 60 days written notice. Upon termination of this Ground Lease, whether on account of Ground Tenant's default or otherwise, the Leasehold Improvements shall become the sole property of the Landlord.

13. If this Ground Lease is extended for an additional term (the "Additional Term") as set forth in Paragraph 2, above, the annual base rent payable by the Ground Tenant during the Additional Term shall be increased (but not decreased) to an amount equal to the product of the initial base rent provided in Paragraph 4(a), above, multiplied by a fraction, the numerator of which shall be the Consumer Price Index as of the month of the date of this Ground Lease and the denominator of which shall be the Consumer Price Index as of the month of month in which the then-current term hereof expires.

14. As used herein, the term "Consumer Price Index" means (i) the U. S. Department of Labor Bureau of Labor Statistics Northeast Consumer Price Index, All Urban Consumers -- (CPI-U), U.S. City Average, All Items (1982-84 = 100) or (ii) if the publication of such Consumer Price Index shall be discontinued, the comparable index most closely reflecting diminution of the real value of the annual base rent herein provided for. In the event of a change in the base for the "Consumer Price Index," the numerator of the fraction shall be appropriately adjusted to reflect continued use of the 1982-84 base in the case of the Consumer Price Index or in the case of such comparable index, the continued use of the base period in effect at the time of its adoption for use hereunder. At the request of either party, the other from time to time shall execute an appropriate instrument supplemental to the Lease evidencing the then current annual rent payable by the Ground Tenant.

In the event that the foregoing Index is not available for purposes of making the foregoing determination, the parties shall use the most merely comparable available Index, interpolating to such extent as may be necessary to obtain a fair comparison of the difference of the cost of living

between the dates specified (with a readjustment if the Index itself becomes available later). In the event that the Index is not available as aforesaid and there is a dispute or disagreement concerning the Index to be used and/or the annual rent that is to be payable during the Additional Term, such dispute or disagreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should the annual base rent payable during the Additional Term not be determined before the beginning thereof, annual base rent shall continue to be paid by the Ground Tenant at the rate applicable during the initial term, and there shall be an appropriate adjustment promptly following the final determination.

15. Except as otherwise provided, a party may exercise its rights and remedies at any time, in any order, to any extent, and as often as it deems advisable. A party may exercise its rights and remedies without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise of the right or remedy or exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default or breach.

16. All notices to be given pursuant to this Ground Lease shall be effective only when given in writing and mailed by certified mail, return receipt requested, postage prepaid, or by private express delivery service requiring signature upon receipt, to the party to whom addressed, at the following addresses:

To Landlord:

Town of Nantucket
Board of Selectmen
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

To Ground Tenant:

William A. Tornovish, Jr.
President
Nantucket Educational Trust
PO Box 1465
Nantucket, MA 02554

Or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, when deposited with the U.S. Postal Service.

17. Ground Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury or damage which shall happen in, on or about the Property or appurtenances, and on or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, and for any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Property, or of any part thereof, and/or of the streets, sidewalks, curbs or vaults adjacent thereto during the Term and not due to the negligence or wrongful act of the Landlord or its agents.

18. This Ground Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. It shall be binding upon the parties and their respective successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns. This lease may not be amended or canceled orally.

[signatures on next page]

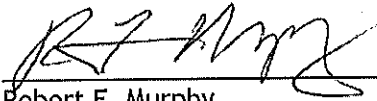
LANDLORD ACKNOWLEDGMENT

At a meeting duly held on June 18, 2003, the Board of Selectmen for the Town of Nantucket reviewed the foregoing lease and voted to adopt it pursuant to Article 63 of the 2001 Annual Town Meeting.

WITNESS our hands and seals as of date first above named.

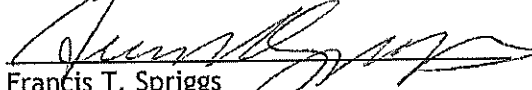
TOWN OF NANTUCKET

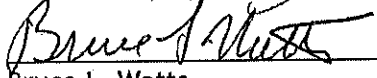
By its Board of Selectmen


Robert F. Murphy

Matthew G. Fee

Timothy M. Soverino


Francis T. Spriggs

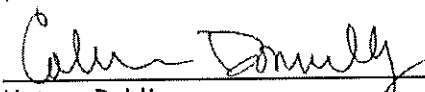

Bruce L. Watts

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss

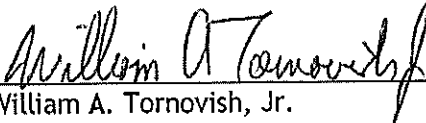
June 24, 2003

Then personally appeared the foregoing ~~Timothy M. Soverino~~, Francis T. Spriggs, ~~Matthew G. Fee~~, Robert F. Murphy, and Bruce L. Watts, constituting a majority of the Board of Selectmen for the Town of Nantucket and acknowledged the foregoing Ground Lease to be their free act and deed, before me.


Notary Public
My commission expires:

A True Copy Attest
COLLEEN DONNELLY
NOTARY PUBLIC
My commission expires July 15, 2005

GROUND TENANT ACKNOWLEDGMENT

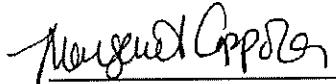

William A. Tornovish, Jr.

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

June 9, 2003

Then personally appeared the foregoing William A. Tornovish, Jr., President of the Nantucket Educational Trust and acknowledged the foregoing Ground Lease to be his free act and deed, on behalf of the Nantucket Educational Trust before me.

 Commission
Notary Public expires:
My commission expires: 4/18/08

Addendum to Ground Lease
Between the Town of Nantucket and
The Nantucket Educational Trust

Reference is hereby made to that certain Ground Lease dated as of May 20, 2003, by and between the Town of Nantucket, Massachusetts, acting by and through its Board of Selectmen (the "Landlord") and The Nantucket Educational Trust, Inc. (the "Tenant"), notice of which Ground Lease is recorded in Book 842, Page 247 at the Nantucket Registry of Deeds.

The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to Section 11, said Ground Lease is amended to permit Tenant to obtain mortgage financing from Nantucket Bank. This addendum shall serve as Landlord's written consent to obtain said mortgage.

In all other respects, said Ground Lease is hereby ratified and confirmed.

Witness our hands and seals as of this 23rd day of June 2004.

Nantucket Educational Trust



William A. Tornovich Jr., President

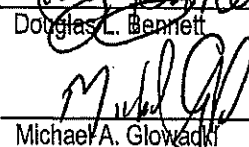

Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

By its Board of Selectmen



Timothy M. Soverino, Chairman


Douglas L. Bennett


Michael A. Glowacki

Robert F. Murphy



Bruce L. Watts

Petersen LaChance Regan Pino, LLC

Real Estate Services

Addendum Two to Ground Lease

Between the Town of Nantucket and
The Nantucket Education Trust, Inc.

Reference is hereby made to that certain Ground Lease dated as of May 20, 2003, as amended, by and between the Town of Nantucket, Massachusetts, acting by and through its Board of Selectmen (the "Landlord") and The Nantucket Education Trust, Inc. (the "Tenant"), notice of which Ground Lease is recorded in Book 842, Page 247 at the Nantucket Registry of Deeds.

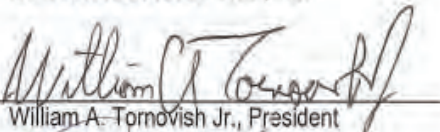
The Landlord and the Tenant, for good and valuable non-monetary consideration the sufficiency of which is hereby acknowledged, hereby agree that, pursuant to an affirmative vote on Article 69 of the 2005 Annual Town Meeting, the term of said Ground Lease shall be amended to continue for a period of seventy-five (75) years from the date of the lease. Accordingly, the current Paragraph 2 of the Ground Lease is hereby deleted and the following provision substituted therefor:

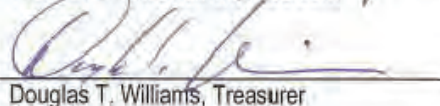
Subject to the condition set forth below, the term of this Ground Lease shall begin on the date hereof and continue for a period of seventy-five years. Notwithstanding the foregoing, the Landlord may, in its sole discretion, terminate this Ground Lease upon written notice given to the Tenant if the Tenant has not commenced construction of the Development within 18 months after the date hereof.

In all other respects, said Ground Lease is hereby ratified and confirmed.

Witness our hands and seals as of this 28th day of September 2005.

Nantucket Education Trust, Inc.

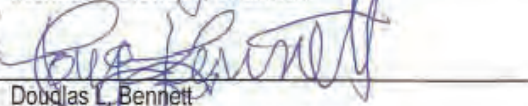

William A. Tornovich Jr., President


Douglas T. Williams, Treasurer

TOWN OF NANTUCKET

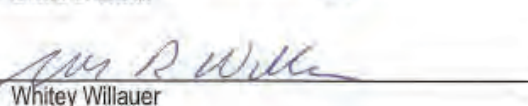
By its Board of Selectmen:


Michael A. Glowacki, Chairman


Douglas L. Bennett


Brian J. Chadwick


Bruce L. Watts


Whitey Willauer



Agenda Item Summary

Agenda Item #	IX. 2.
Date	4/28/2021

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for waiver of Town Noise Bylaw from 8pm to Midnight on Wed. May 5, 2021 for water connection at 34 Fairgrounds Road resulting in total road closure.

Executive Summary

Toscana Corp., with the Wannacomet Water Company, needs to install a new water connection for 34 Fairgrounds Road, which will result in a total road closure as the water line is on the opposite side of the road. Because this closure will impact daytime traffic, it has been requested for the work to commence later in the day. Toscana plans to start work at 4:00 PM and requests a waiver of the noise bylaw because § 101-2 (C) (Noises Prohibited; exemptions) of the Noise Bylaw prohibits construction work after 8:00 PM without a waiver. Toscana has been instructed that they must notify abutters in advance of the work.

Staff Recommendation

N/A

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Traffic impacts and noise.

Board/Commission Recommendation

N/A

Public Outreach

If approved, Toscana is required to notify abutters of the Noise Bylaw Waiver.

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

N/A

Attachments

Noise Bylaw waiver request from Toscana; § 101-2 of the Noise Bylaw; Street Blocking Application



April 20, 2021

To the Select Board,

We would like to request a noise by-law waiver for May 5, 2021
8pm to 12 midnight.

We need to connect to town water for the new building at 34
Fairgrounds road. The connection will run from the new building
to the water main locate on the opposite side of the road.

This will require a total road closing which will require us to do it
at night, which will require a waiver to the noise by-law.

Please consider our request to complete this work.

Sincerely,

Dave Visco
Toscana Corporation

Town of Nantucket, MA
Thursday, April 22, 2021

Chapter 101. Noise

§ 101-2. Noises prohibited; exemptions.

- A. Use districts. It shall also be unlawful to project a sound or noise, excluding noise emanating from cars, trucks or other vehicles, from one property into another within the boundary of a use district, which noise exceeds the limiting noise spectra set forth in Table I below.^[1] Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected.

[Amended 4-30-2003 ATM by Art. 56, approved 8-27-2003^[2]]

[1] *Editor's Note: See § 101-4.*

[2] *Editor's Note: This article provided that it shall become effective 9-2-2003.*

- B. Loading and unloading. It shall be unlawful to load, unload, open, close or otherwise handle boxes, crates, containers, building materials, trash cans, dumpsters or similar objects between the hours of 10:00 p.m. and 6:00 a.m. so as to project sound across a real property line, except as exempted under Subsection E below.

- C. 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.

- D. Vehicle or motorboat repairs and testing. Repairing, rebuilding, modifying, or testing any motor vehicle, motorcycle, or motorboat in such a manner as to be plainly audible at a distance of 50 feet from the lot line of the lot on which said activity is located is prohibited between the hours of 10:00 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

[Added 4-1-2019 ATM by Art. 66, approved 8-6-2019^[3]]

[3] *Editor's Note: This article also redesignated former Subsections D and E as Subsections F and G, respectively.*

- E. Domestic power tools. Operating or permitting the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, or similar device used outdoors in residential areas between the hours of 10:00 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 so as to be plainly audible at a distance of 50 feet from the lot line of the lot on which said activity is located is prohibited.

[Added 4-1-2019 ATM by Art. 66, approved 8-6-2019]

- F. Radios, television sets, musical instruments and similar devices. It shall be unlawful to operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) in such a manner as to create a noise disturbance across a real property boundary.

[Amended 4-4-2006 ATM by Art. 61, approved 8-2-2006; 4-11-2007 ATM by Art. 54, approved 1-28-2008]

- G. Exemptions. The following uses and activities shall be exempt from noise-level regulations:

- (1) Noises of safety signals, warning devices and emergency pressure-relief valves.
- (2) Noises resulting from any authorized vehicle when responding to an emergency call or acting in time of emergency.
- (3) Noises resulting from emergency and maintenance work as performed by the Town, by the state or by public utility companies.
- (4) Noises resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the Town, but only to the extent such activities and the resulting noises are within the scope of such license or permit.

[Amended 4-30-2003 ATM by Art. 56, approved 8-27-2003^[4]]

^[4] *Editor's Note: This article provided that it shall become effective 9-2-2003.*

- (5) The unamplified human voice.
- (6) Parades and public gatherings for which the Selectmen have issued a permit.
- (7) Bells, chimes or carillons while being used for religious purposes or in conjunction with religious services, and those bells, chimes or carillons that are presently installed and in use for any purpose.

Select Language | ▼



Town of Nantucket
APPLICATION FOR BLOCKING OF STREET/SIDEWALK

SECTION 1: (To be completed by Applicant)

Applicant's Name: Toscana Corporation Email: laura@toscana.org
Applicant's Address: 11 Arrowhead Drive Phone: 508-228-1418
Address of Blocking: 34 Fairgrounds Road

☒ Street Blocking ☒ Total OR ☐ Partial
☐ Sidewalk Blocking ☐ Total OR ☐ Partial

4:00 PM to Midnight; any
work from 8:00 PM to
Midnight requires a Noise
Bylaw Waiver

Date(s) of Blocking: May 6th - 5th Time(s)

Purpose of Blocking: Install new water service

☐ **Dumpster/container** (not permitted in the Old Historic District from June 1 to September 30)
Pursuant to Section 200.15.1, 'No Person shall park, store or deposit upon any Public Way of the Town a dumpster (so-called) or any roll-on/roll-off container used for the collection of refuse, debris, or for any other purpose without a permit from the Town.

(Fee: \$25.00/day - fee must be paid when obtaining final approval from Town Administration)

In consideration of permission to use the public area described above, the Applicant named above agrees to save and hold the Town of Nantucket, its agents, servants and employees, harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's employees, subcontractors and/or other persons.

This permission is limited to the portion of the premises and the activity herein described.

Applicant's Signature: Laura Amaya Date: 4/15/21

SECTION 2: (To be completed by Town Departments only)

Police Detail Required? ☒ Yes ☐ No Number of Officers Needed: 2
Nantucket Police Department (508-228-1212) ☒ APPROVED ☐ DISAPPROVED
4 Fairgrounds Road
Signature: [Signature] #427 Date: 04/22/21

Nantucket Fire Department (508-228-2323) ☒ APPROVED ☐ DISAPPROVED
131 Pleasant Street
Signature: Linda MacDonald Date: April 22, 2021

Department of Public Works (508-228-7244) ☐ APPROVED ☐ DISAPPROVED
188 Madaket Road
Signature: [Signature] Date: 04.22.2021

CC: NPD, NFD, DPW, NRTA, SEWER, WWC, SCHOOL

NRTA (508-228-7025) ☒ APPROVED ☐ DISAPPROVED
20R South Water Street

Signature: Cindy Clarkson Date: 04/23/2021

SECTION 3: (This permit is not valid without a signature from Town Administration)

Town Administration
16 Broad Street

This application is hereby ☐ APPROVED ☐ DISAPPROVED

Signature: _____ Date: _____

Notes:



Town of Nantucket

APPLICATION FOR STREET OPENING

This permit is subject to all State and Local Regulations pertaining to Cuts in Local Roads. The Applicant shall at all times during the work indemnify and hold harmless the Town, the County and the Department of Public Works, and their agents and employees for and against all actions, causes of action, claims, demands, liabilities, losses, damages or expenses of whatsoever kind and nature which any person shall or may at any time sustain or incur by reason of or in connection with the work of the Applicant. **MUST ATTACH SKETCH OF PROPOSED WORK.**

Applicant's Name: Toscana Corporation
Applicant's Address: 19 Arrowhead Drive
Contact Person: Dave Visco Phone: 221-7361 Email: dave.v@toscanaCorp.com
Nantucket DPW License #: 005 Issue Date: 7/1/20 Expiration Date: 7/1/21
DIG SAFE #: 2021514498 Date Issued: 4/14/21
Address of Street Opening: 34 Fairgrounds Road
Description of Excavation Location (See C220-2. Definitions): Trotter Lane
Ticcoma Way
Purpose of Opening: Install new water service

Dates of Opening: May 6th 5th

Applicant's Signature: Laura Amaya Date: 4/15/21

Nantucket Police Department

☒ APPROVED ☐ DISAPPROVED

Signature: [Signature] #421

Date: 04/22/21

Nantucket Fire Department

☒ APPROVED ☐ DISAPPROVED

Signature: Linda MacDonald

Date: 04/22/2021

Wannacomet Water Company

☒ APPROVED ☐ DISAPPROVED

Signature: Shelby Campbell

Date: 4/22/2021

Nantucket Sewer Department PERMIT # N/A SEWER

☐ New ☐ Disconnect ☐ Reconnect ☐ Repair

Signature: [Signature]

Date: 04/22/21 ☐ APPROVED ☐ DISAPPROVED

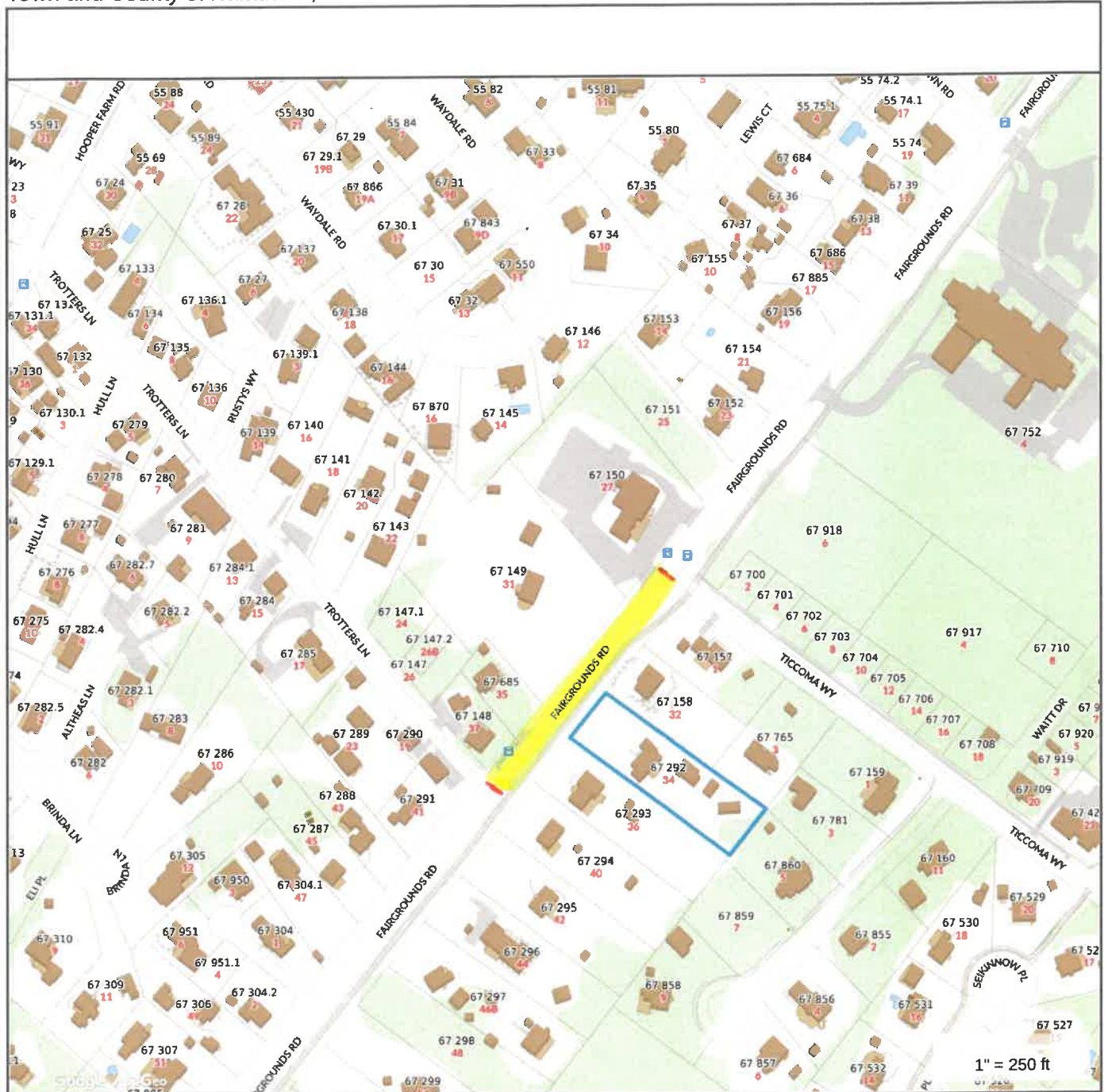
Department of Public Works

☒ APPROVED ☐ DISAPPROVED

Signature: [Signature]

Date: 04.22.2021

NOTES:



1" = 250 ft

Property Information

Property ID 67 292
 Location 34 FAIRGROUNDS RD
 Owner WILLIAMS JACOB GARDNER & ALLICE
 BEATTY TOWNSEND WILLIAMS



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated Jan. 2021
 Data updated Jan. 2021

Print map scale is approximate.
 Critical layout or measurement
 activities should not be done using
 this resource.



Agenda Item Summary

Agenda Item #	IX. 3.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

Request for Approval and Execution of 2021 Seasonal Population Increase Estimation Form

Executive Summary

Acting as the Local Licensing Authority (LLA) for the Town of Nantucket, the Select Board must vote on the estimated Seasonal Population of Nantucket as of July 10, 2021. The estimated population is the basis for the set Seasonal Package Store License quota as explained in attached document. Please review the proposed estimate data and corresponding Mass General Law below and attached.

Staff Recommendation

Recommendation to keep the Seasonal estimate at 45,000 and the Seasonal quota at no more than nine (9) Licenses.

Background/Discussion

CONSIDERATIONS:

1. **Nantucket Data Platform Report as of 2017:** This report is the most comprehensive and most recent estimate of the island's population that is backed by actual data. The Select Board has relied on this information to set the Seasonal Population estimate since 2019. In previous years an estimate of 65,000 was submitted to the ABCC without a vote or supporting data. The report (attached) estimates population between July and August to be 41,420 – 45,500. The proposed estimate is no more than 45,000. This gives Nantucket a Quota limit of nine (9) Seasonal Off-Premise (Package Store) Licenses. Nantucket currently has seven (7) active Seasonal Package Store Licenses.
2. **M.G.L. c. 138, §15:** The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission. The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.



Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

ABCC Seasonal Population Form for Signature; Nantucket Seasonal and Annual Quota Summary;
Nantucket Data Platform Report



COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

2021 Seasonal Population Increase Estimation Form

City / Town:

Nantucket

Date:

Apr 28, 2021

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

Apr 28, 2021

Date of Meeting

, estimated that the temporary increased resident population

of

Nantucket

City / Town Name

, as of July 10, 2021 will be

45,000

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities



LIQUOR LICENSING || ANNUAL §15 QUOTAS

ANNUAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2010 with a Nantucket population of 10,172 as set by the Secretary of the Commonwealth. We are currently awaiting the update and report from the 2020 Census.

M.G.L. c. 138, §15: Each city or town may issue one Annual off-premises (Section 15) all-alcoholic beverages license for each unit of 5,000 persons (or fraction thereof) with a minimum of 2. One wine and malt license may be granted for each unit of 5,000 persons (or fraction thereof) with a minimum of 5. If a community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 2 Licenses

Total Licenses in 2021: 5 (Once Surrendered, this type of License can NOT be reissued)

- Hatch's 133 Orange Street
- The Islander 15 Old South Road
- Murray's 23 Main Street
- Nantucket Wine and Spirits 31 Sparke Avenue
- Old South Liquors 2 Lovers Lane

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses

Total Licenses in 2021: 4 Licenses

Available: 1 License

- Annye's 14 Amelia Drive (Awaiting transfer application)
- Nantucket Trading Post 12 Nobadeer Farm Road
- Bartlett's 33 Bartlett Farm Road
- Nantucket Meat and Fish Market 21 Old South Road



Town & County of NANTUCKET, MA

LICENSING & PERMITTING OFFICE
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100 · licensing@police.nantucket-ma.gov

LIQUOR LICENSING || SEASONAL \$15 QUOTAS

SEASONAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2021 Population Estimate is 45,000, which allows for a total of **9 Seasonal Package Stores**.

M.G.L. c. 138, §15: The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission.

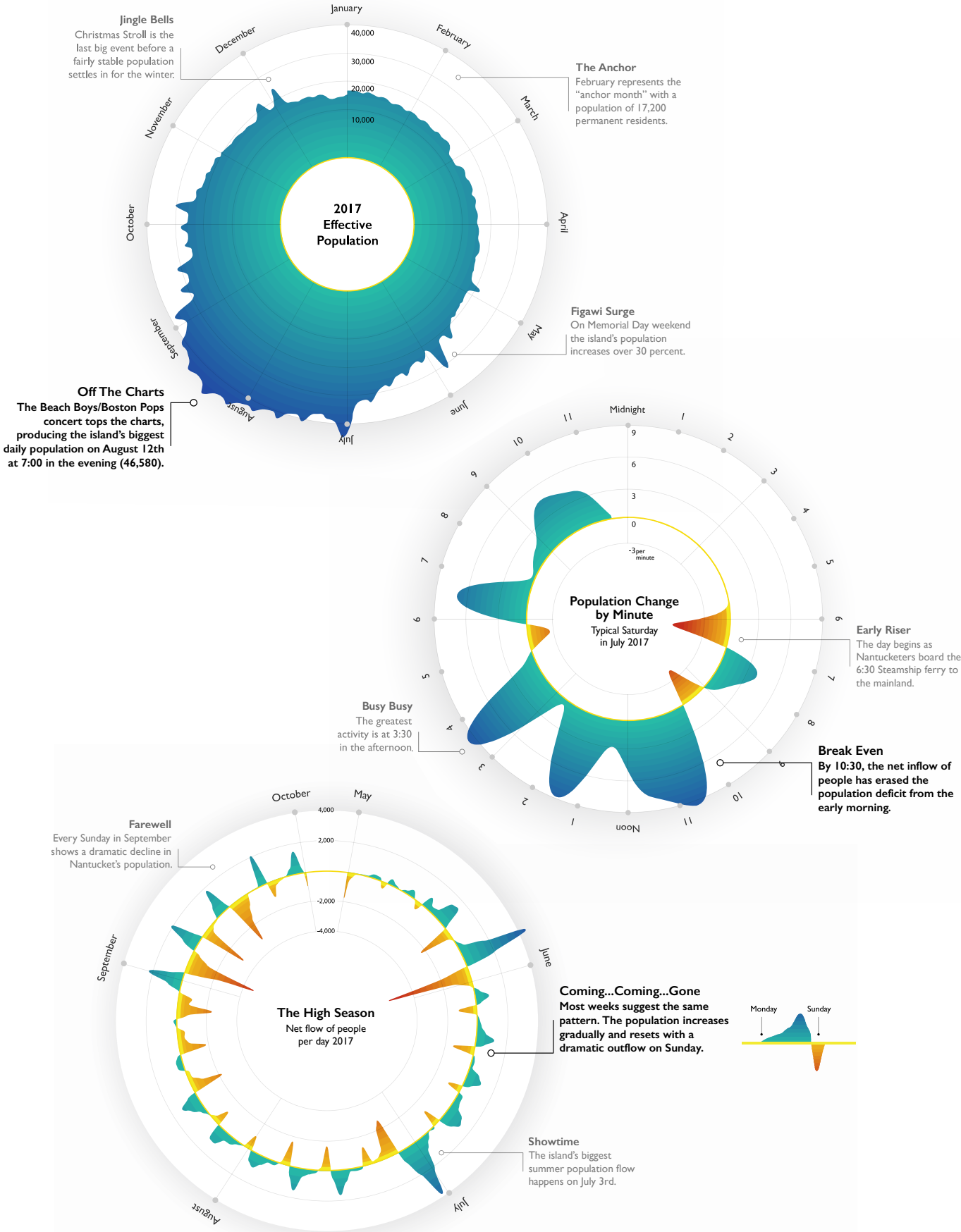
The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

Quota:	9 Licenses
Total Licenses in 2021:	7 Licenses
Available Licenses in 2021:	2 Licenses

- | | |
|-------------------------|-----------------------|
| • 167 Raw | 167 Hummock Pond Road |
| • BRIX | 1 A Windy Way |
| • Current Vintage | 4 Easy Street |
| • Epernay | 1 North Beach Street |
| • Harpoon Liquors/Fresh | 3 Salem Street |
| • Millie's Market | 1 Miller's Way |
| • 'Sconset Bookstore | 100 Sankaty Avenue |



Appendix - All Five Groups

Table C-A. Average Daily Weekday Population 2017

	Daytime Population	Permanent Resident	Commuters	Seasonal Residents	Seasonal Workers	Visitors
January	19,000	17,160	365			1,475
February	18,010	17,160	365			485
March	18,220	17,160	365			695
April	20,020	17,160	365		463	2,032
May	23,640	17,160	365		2,141	3,974
June	29,320	17,160	365	640	4,990	6,165
July	39,950	17,160	365	6,210	6,601	9,614
August	42,430	17,160	365	6,100	6,593	12,212
September	30,570	17,160	365	2,220	4,110	6,715
October	25,760	17,160	365		2,412	5,823
November	22,090	17,160	365		875	3,690
December	19,590	17,160	365		453	1,612

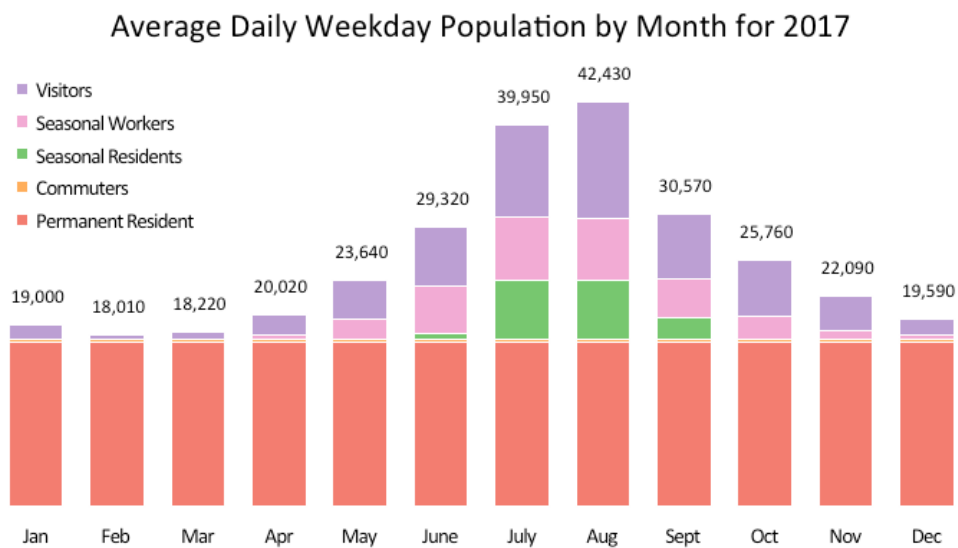
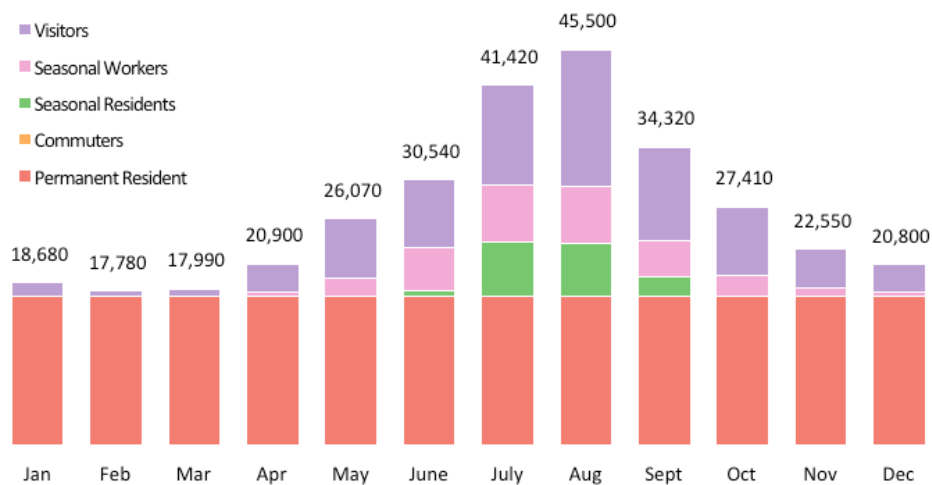


Table C-B. Average Daily Weekend Population 2017

	Daytime Population	Permanent Resident	Commuters	Seasonal Residents	Seasonal Workers	Visitors
January	18,680	17,160				1,520
February	17,780	17,160				620
March	17,990	17,160				830
April	20,900	17,160			463	3,277
May	26,070	17,160			2,141	6,769
June	30,540	17,160		640	4,990	7,750
July	41,420	17,160		6,210	6,601	11,449
August	45,500	17,160		6,100	6,593	15,647
September	34,320	17,160		2,220	4,110	10,830
October	27,410	17,160			2,412	7,838
November	22,550	17,160			875	4,515
December	20,800	17,160			453	3,187

Average Daily Weekend Population by Month for 2017



SEARCHING FOR SEASONAL RESIDENTS

Most seasonal residents are second-home-owning taxpayers and their families. This segment also includes tenants who rent private homes and other long-term accommodations. The typical “season” runs from about mid-May through mid-October. In our definition, “seasonal” means “for ten or more days” and/or “repeatedly.”

The NDP’s estimate of seasonal residents is derived from the Town Tax Assessor’s database. In 2017, the Assessor mailed residential property tax bills to 5,149 addresses bearing off-island Zip Codes. The NDP gave these addresses to Civis, which found 593 cases where the owner’s behavior matched the behavior of a permanent resident. This finding decreased the list to 4,556 parcels. After removing duplicate owner names, the NDP determined an estimate of 4,254 second home owners, including 602 limited liability companies or trusts and 82 owners whose property tax bills are sent overseas.

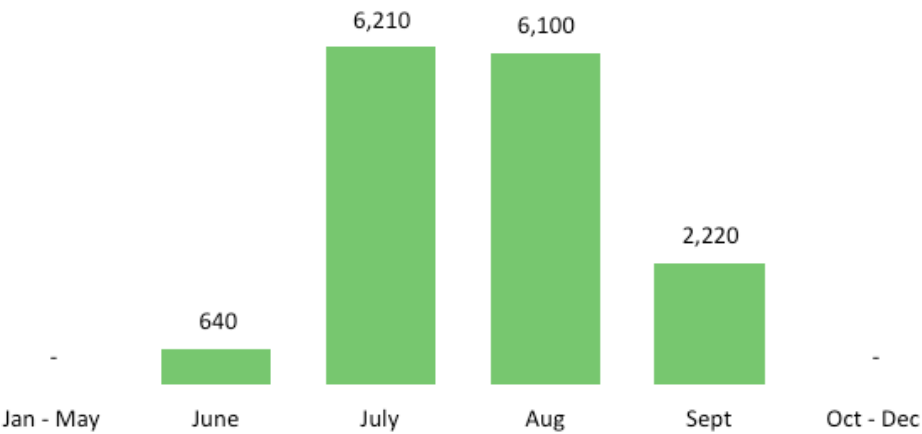
Next, the NDP calculated the average household size of seasonal residents’ off-island Zip Codes (using Census Bureau data) to derive a preliminary estimate. They found that if every seasonal resident and all members of their immediate households were on the island at once, the total would be just under 11,000 persons, including at least 197 who live outside the United States.

When are these seasonal residents actually present on Nantucket? Using StreetLight, the NDP geofenced second homes in areas of the island where there was both enough activity and sufficient home spacing to produce reliable data: Harbor South, Monomoy, Shimmo, Siasconset, Surfside, and Tom Nevers.

These areas account for only about one-third of second homes, however, so the results were multiplied to estimate the total activity for second-home households. The data did not register enough activity to produce reliable data for off-season months (October to May). As expected, it saw activity in June that peaks in July (at 6,210) and August (6,100) and declines steeply in September.

These estimates capture only second homeowners and household members who stay long enough for

Average Daily Seasonal Resident Estimates for 2017



The season for seasonal residents lasts four months.

StreetLight to recognize Nantucket as the place where their mobile device usually spends the night. This causes a two- to three-week delay in their detection. For this reason, seasonal residents who arrive in late May or early June might not show up in the data until July.

The estimates also omit tenants who rent rooms or cottages from permanent residents for several weeks or months, and they fail to capture second-home owners who use their residences between October and April. The NDP will test several new methodologies for counting seasonal residents in the coming months.

TWO KINDS OF WORKERS

Many jobs on Nantucket pay far better than a similar job would on the mainland. The reason is Nantucket Sound, which makes it much harder for employers to persuade people to report for work. The island's high cost of living and geographic isolation creates two distinct population segments: commuting workers and seasonal workers.

Commuting workers live on the mainland year-round. Some of them spend several hours commuting every day, while others find local housing on weeknights that is often provided by employers. Many commuting workers are plumbers, electricians, and other types of skilled construction workers.

Seasonal workers usually stay on Nantucket from April through September, filling thousands of temporary jobs in hospitality, landscaping, and retail. Some seasonal workers also stay in employer-provided housing, but many of them find lodging on their own.

Although commuting workers are far less numerous than seasonal workers, both groups are essential to the island's economic and social life. They also add to the demand for public services, because anyone can dial 911 or seek care at the hospital's emergency room. The NDP's preliminary analysis of ferry passenger patterns identifies about 365 year-round commuting workers who use the ferry. The team knows anecdotally that a smaller number of workers commute by air taxi or chartered aircraft, but this group remains uncounted for now.

Estimating the numbers of commuting and seasonal workers poses knotty challenges, but two federal data sources offer partial insights. The Bureau of Labor Statistics (BLS) provides monthly employment data for most industries on Nantucket, and the Bureau of Economic Analysis (BEA) reports annually on all Nantucket workers by industry.

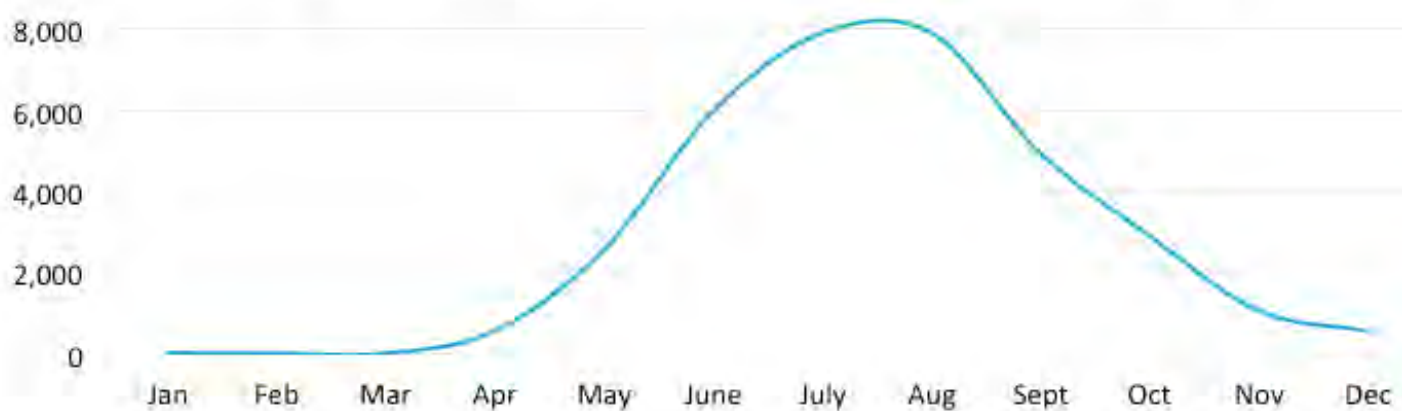
The NDP's method for analyzing these datasets is straightforward. The BLS shows the total number of jobs available on the island month by month, along with the size of the work force and the number who are unemployed. The NDP estimates the island's permanent labor force at 9,754, which is also their count of the total number of permanent residents between the ages of 18 and 65. Subtracting that rough estimate of the permanent labor force and the provisional estimate of 365 commuting workers from the total number of jobs leaves the remainder, which is the number of seasonal jobs (and, presumably, job holders). The data show the

number of seasonal jobs increasing rapidly from May (2,570 workers) to June (5,990), peaking in July (7,920) and August (7,910), then declining through September (4,930) and October (2,890).

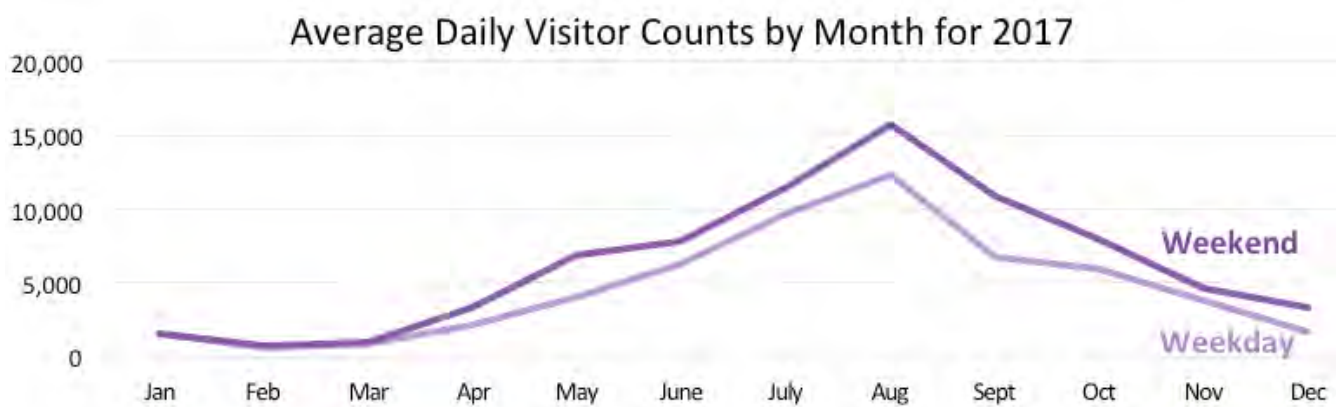
The BLS and BEA data are reliable and easy to understand, but they do not fully capture the complexities of Nantucket's work force. Many of Nantucket's seasonal workers hold multiple jobs and spend nearly every waking hour at work. Yet BLS and BEA data do not distinguish part-time workers from full-time workers and multiple job holders. Federal data also exclude holders of J1 visas, a non-immigrant category issued to scholars, professors, and visitors participating in programs promoting cultural exchange and job training. Many seasonal workers come from overseas and need work visas.

The NDP is interviewing commuting and seasonal workers to better understand their patterns of coming and going, the jobs they hold, and their living arrangements while on Nantucket. The interviews will allow the NDP to do a better job of using StreetLight and other sources to parse the data and distinguish seasonal and commuting workers from visitors.

Number of Seasonal Jobs in Nantucket in 2017



Seasonal workers show up earlier and leave later than seasonal residents.



The gap between weekday and weekend populations is greatest in May and September.

THE VALUE OF VISITOR PROFILES

Visitors are vacationers or business travelers who stay on Nantucket for one day to 10 days. Some stay at an inn or hotel, while others are guests or short-term tenants at private homes. Their spending contributes enormously to Nantucket's economy, yet as a group they are not well understood.

Local business owners and government workers would love to know how many visitors to expect on a given day (sunny or rainy); how many are here for just a day, for a weekend, or an entire week; where they go when they are on the island; and where they live. Nantucket's decision-makers invest millions of dollars based on the answers to questions like these: Which local media on the mainland will offer the best return to a Nantucket advertiser? When should a tour company offer a four-hour program for day-trippers, and which weeks have enough tourists to offer a two-day or one-week program? A solid visitor profile would take the guesswork out of these decisions.

The NDP draws upon StreetLight data to answer questions about visitors. Comparing StreetLight's distribution patterns with counts of passenger arrivals and departures on high-speed ferries and aircraft allows the NDP to estimate the number of people who come to the island. StreetLight also gives the NDP a good idea of where visitors come from, and also where they go while they are on the island. The NDP's visitor profile can say with high confidence that on a typical July Saturday on Siasconset beach, visitors will outnumber permanent and seasonal residents by two to one. The profile also reveals that visitors prefer the beach in Madaket over Surfside.

The chart on page 11 three shows the number of average daily visitors to Nantucket by month. Weekend populations are consistently higher than weekday populations. They are lowest in February (with 620 weekend visitors on an average day) and March (830) and rise consistently in April (3,280), May (6,770), June (7,750), July (11,450), and August (15,650). The number of weekend visitors drops steeply in September (10,830) and continues to fall through October (7,840), November (4,510), December (3,190), and January (1,520).

The NDP's visitor profile may turn out to be the most useful part of its effective population study. The most exciting aspect of the NDP's visitor data is its ability to chart population changes from day to day, to understand their origins and demographics, and to track visitor movements around the island. It should not surprise anyone on Nantucket that Memorial Day and Labor Day are important population milestones. But it may be useful to know that some weekend days in September and May approach visitor totals found in June, July, and August. And it will certainly be important to know the percentage of visitors to a Nantucket beach, commercial block, or museum who come from Boston, New York, and other places.

The NDP can also create demographic profiles of visitors by combining information from various sources. Its data on visitors is robust enough to answer many different kinds of questions. The team will talk to islanders in the coming months to gather questions and test them in the data, so the community can better understand Nantucket's economic life.

EBB AND FLOW

Nantucket's population ebbs and flows like the tides, reflecting a mix of diverse lifestyles. It is both a high-end seasonal resort community and a miniature port of entry that has traditionally welcomed foreign newcomers seeking brighter futures for their families. The Nantucket Data Platform's effective population study is evidence-based documentation of this dynamic community. It confirms some points of conventional wisdom while challenging others. Even more insights will come as the team refines its method.

The survey shows that for seven months of the year (October to April), the island's weekday and weekend populations are within 6% of each other—and that in January, February, and March, the weekend populations are actually lower than they are on weekdays, as islanders spend their weekends on the mainland. The biggest bulges in weekend populations occur in September and May, when the populations are 12 and 10% higher than on weekdays.

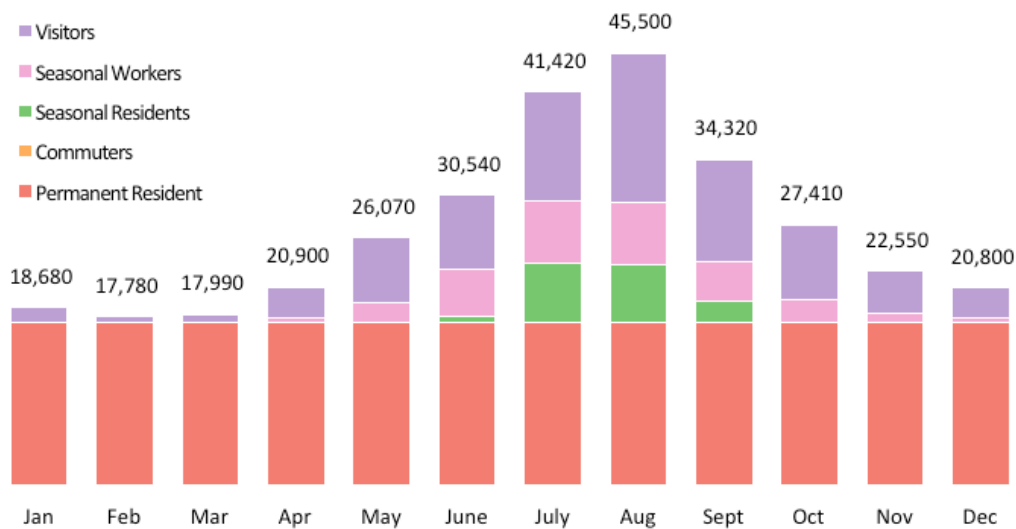
The island's weekend population is lowest in February and March (17,780). It is highest in July and August (41,420 and 45,500), when temporary residents outnumber permanent ones by 2.5 to one. When the island's population is peaking on an August weekend, just 38% of people on the island are permanent residents. Another 34% are visitors, 14% are seasonal workers, and 14% are seasonal residents. But they are all Nantucketers.

Nantucket's decision-makers are eager for this data and the insights it offers. During the year the NDP team spent producing this study, they were encouraged by the ideas, comments, and enthusiasm of islanders. Now the NDP is entering a new stage, as it goes beyond these population estimates to become a broader community resource. It is time for the community to start using this exciting new tool.

The mission of the Nantucket Data Platform is to bring the benefits of big data to a small island. And it is a small island—so if you have ideas or questions, we're eager to hear from you.

info@nantucketdataplatfrom.com

Average Daily Weekend Population by Month for 2017



In August, temporary residents outnumber permanent ones by more than two to one.



Agenda Item Summary

Agenda Item #	IX. 4.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

Conditional Surrender of Liquor License #04931-RS-0762 – Pizzeria Gemelle, 2 East Chestnut Street

Executive Summary

Pizzeria Gemelle, 2 East Chestnut Street, is applying for a new Section 15 Annual Wine and Malt Beverages Package Store License to be heard at a Public Hearing on April 28, 2021. This requires a surrender of the current license, a Section 12 Common Victualler with Restaurant Wine and Malt Beverages with Cordials License. There is no direct legal path to switch a Section 12 License to Section 15.

Therefore, a Conditional Surrender is requested to allow the Licensee to retain the current License in the event the application for the Section 15 Package Store License is not approved.

Staff Recommendation

Recommendation to accept the conditional surrender on the following terms:

This surrender is conditional upon Select Board approval of Application for a new Section 15 Annual Wine and Malt Beverages Package Store License to be heard at a Public Hearing on Wednesday, April 28, 2021.

If the Section 15 application is denied, Pizzeria Gemelle will retain its Section 12 License #04931-RS-0762 and continue with On-Premise service and Off-Premise service as is temporarily allowed per the current State of Emergency.

If the application is approved by the Select Board, the License will be surrendered immediately and all Liquor Service will cease until such time the New License is reviewed and approved by the ABCC.

Background/Discussion

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A



Public Outreach

N/A

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

N/A

Attachments

Pizzeria Gemelle Surrender Letter; copy of 2020 liquor license



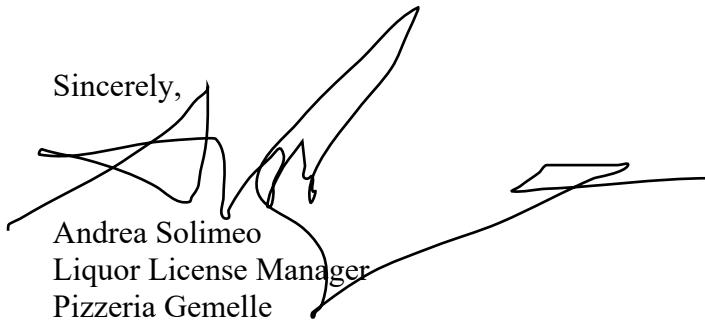
Ms. Dawn E. Hill Holdgate, Chair
Select Board, Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554
March 18, 2021

**Re: Conditional Surrender of Section 12 Restaurant Wine and Malt Beverages with Cordials
Liquors License
2 East Chestnut Street, Nantucket, Massachusetts 02554
Pizza Gemelle, LLC d/b/a Pizzeria Gemelle**

Dear Chair Holdgate:

I hereby submit for surrender, Liquor License 04931-RS-0762. This surrender is conditional upon Select Board approval of Application for a Section 15 Annual Package Store Wine and Malt Beverages License to be heard at a Public Hearing on Wednesday, April 28, 2021. As there is no ability to amend a Section 12 License to a Section 15, we must surrender the current license at time of application. If the Section 15 application is denied, we wish to remain as a Section 12 License and continue with On-Premise service and Off-Premise service as is temporarily allowed per the current State of Emergency. If application is approved by the Select Board, the License will be surrendered immediately and all Liquor Service will cease until such time the New License is reviewed and approved by the ABCC.

Sincerely,



Andrea Solimeo
Liquor License Manager
Pizzeria Gemelle

LICENSE #: 04931-RS-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL RETAIL RESTAURANT LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE AND MALT BEVERAGES
WITH CORDIALS

TO BE CONSUMED ON THE PREMISES

BUSINESS: Pizza Gemelle, LLC
DBA: Pizzeria Gemelle
PREMISES: 2 East Chestnut Street
Nantucket, MA 02554
MANAGER: Andrea Solimeo

ON PREMISES DESCRIBED AS:

Small pizzeria and Gelateria serving primarily
take out food with limited seating.

CONDITIONS:

Liquor service allowed interior premises only.
No outdoor or patio service or consumption of
alcohol. Table and Bar service only. No
service of alcohol from take-out counter.

The hours during which alcoholic beverages may be sold: In accordance with
MGL Chapter 138 and amendments thereto with the local provision that patrons shall not
be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on
Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off
the license premises and said **premises must be closed by 1:30AM**. Any restrictions
apply as are on file with the local licensing authority. In accordance with Article 40 ATM
2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within
the Town of Nantucket.

This license is granted and accepted upon the
express condition that the licensee shall, in all
respects, conform to all the provisions of the
Liquor Control Act, Chapter 138 of the General
Laws, as amended and any rules or regulations
made thereunder by the licensing authorities.

IN TESTIMONY WHEREOF, the undersigned have
hereunto affixed his official signature on this 18th day of
December 2019.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2020

**Unless earlier suspended, cancelled, or revoked*

This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.



Agenda Item Summary

Agenda Item #	X. 1.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator
Marina Dzvonić, Events Coordinator

Subject

Public Hearing to consider the Entertainment License Application (temporary) for Theatre Workshop of Nantucket Inc. (TWN) stage plays to be held at 39 Bartlett Farm Road (Bartlett Farm), June 15-August 22, 2021.

Executive Summary

Under [MGL Chapter 140 § 181](#), an entertainment license is required for “theatrical exhibitions, public shows, public amusements and exhibitions of every description” to which “admission is obtained upon payment of money or upon the delivery of any valuable thing.”

TWN has submitted an Entertainment License Application to stage summer performances at Bartlett’s Farm Field (July 7-August 21, five to six performances per week 7:30pm-9:30pm; total of 35 performances).

TWN is hoping to be back in their theater at Bennet Hall in the fall once structural improvements including a new and enhanced HVAC system have been completed. The outdoor format for theatrical plays with built-in social distancing and the public safety measures TWN is implementing can pose less risk than an indoor gathering.

Staff Recommendation

Any approval of the TWN proposal must be contingent on compliance with State Covid-19 guidelines for Theaters and Performance Venues in addition to the Town Department requirements as follows:

- TWN will need to have staff / signs in place to direct traffic to the designated parking area
- Construction of Temporary Stage is subject to building codes of the Town and receipt of all permits and approvals prior to commencement of the construction.
- Inspections must be completed before permits issued
- Accessibility: The Massachusetts Architectural Access Boards Regulations 521 CMR require all events open to public be accessible. This includes parking areas, all paths to travel, entrances, seating areas, and temporary bathrooms.
- Occupancy is limited to 150 as outlined on the existing occupancy permit on record for the normal place of operation for TWN at Bennett Hall.
- A sufficient number of lavatories, including handicap-accessible lavatories, for persons reasonably expected to attend, as determined by the Health Department, shall be provided at applicant’s expense.



- Neighborhood / Public communication is required prior to the start of TWN operating at Bartlett's Farm to mitigate issues, minimize impacts, and ensure affected neighbors and businesses are aware of the planned activities.

Background/Discussion

According to the State re-opening sector specific guidelines and best practices, "an event that is held for the primary purpose of watching a performance must follow the Theaters and Performance Venues guidance." Under State Safety Standards for Theaters and Performance Venues, a performance venue is defined as "a facility where performers are in a designated area, such as a stage, audience members remain in fixed or assigned seating during the performance, and seated dining service is not provided." The State does not indicate whether performance venues need to be permanent. Therefore, temporary performance venues should be allowed to operate as long as all of the guidelines for Theaters and Performance Venues are being followed.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Inquirer and Mirror Public Notice; Abutter Notification

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

N/A

Attachments

MGL Chapter 140, Section 181; Entertainment License Application; Abutters' List; TWN proposal for outdoor performances; Covid-19 Safety Protocols; Support letters; MA Safety Standards for Theatre and Performance Venues



The General Laws of Massachusetts

Search the Laws

PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE XX. PUBLIC SAFETY AND GOOD ORDER

Go To:
[Next Section](#)
[Previous Section](#)
[Chapter Table of Contents](#)
[MGL Search Page](#)
[General Court Home](#)
[Mass.gov](#)

CHAPTER 140. LICENSES

THEATRICAL EXHIBITIONS, PUBLIC AMUSEMENTS, ETC.

Chapter 140: Section 181. Theatrical exhibitions, etc.; licenses; fees; applications; suspension or revocation; workers' compensation coverage

Section 181. The mayor or selectmen may, except as provided in section one hundred and five of chapter one hundred and forty-nine, grant and set the fee for, upon such terms and conditions as are described hereinafter, a license for theatrical exhibitions, public shows, public amusements and exhibitions of every description, to be held upon weekdays only, to which admission is obtained upon payment of money or upon the delivery of any valuable thing, or in which, after free admission, amusement is furnished upon a deposit of money in a coin controlled apparatus, but in no event shall any such fee be greater than one hundred dollars. Notwithstanding the limitations of this paragraph, a license granted to a movie theater, including any drive-in theater, for the exhibition of motion pictures shall permit such exhibition seven days per week. The fee for such license shall not exceed the total amounts paid by a licensee for licenses issued in 1997 under this section and section 4 of chapter 136 then in effect; provided, however, that the fee for such license shall not be greater than \$500.

The application for such a license shall be in writing and shall fully and specifically describe the conditions of the proposed exhibition, show, or amusement and the premises upon which the proposed exhibition, show, or amusement is to take place, to the extent that such conditions or premises would affect the public safety, health or order. Upon written request of the mayor or selectmen, the applicant shall in addition furnish reasonable information concerning the conditions of the premises and actions to be taken in order to prevent danger to the public safety, health, or order. Within thirty days following receipt of such application, the mayor or selectmen shall grant a license or shall order a hearing preceded by at least ten days written notice to the applicant. Within forty-five days next following the close of such hearing, the mayor or selectmen shall grant such license or shall deny such license upon a finding that issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:

- if denying must use this criteria*
- (a) unreasonably increasing pedestrian traffic in the area in which the premises are located or
 - (b) increasing the incidence of disruptive conduct in the area in which the premises are located or
 - (c) unreasonably increasing the level of noise in the area in which the premises are located.

Notice of such a denial shall be delivered to the applicant in writing and shall be accompanied by a statement of the reasons therefor. No application shall be denied if the anticipated harm is not significant or if the likelihood of its occurrence is remote. The mayor or selectmen may impose conditions upon a license but said conditions may only relate to compliance with applicable laws or ordinances, or to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance or

to insure adequate safety and security for patrons or the affected public.

No applicant having been denied a license as aforesaid shall submit the same or a similar application within one year of said denial without including in said new application facts showing that the circumstances upon which the original denial was based have substantially changed.

The mayor or selectman may revoke or suspend a license granted pursuant to the provisions of this section upon finding, after a hearing preceded by ten days written notice to the licensee, that conditions exist which would have justified denial of the original application for such license provided, that the mayor or selectmen may petition the superior court department of the trial court to enjoin any violation of this section.

No license shall issue, however, for a traveling carnival, circus or other such traveling amusement which does not have its principal place of business within the commonwealth unless the licensee certifies that he has provided by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed by said licensee and that such insurance shall continue in full force and effect during the term of the license; and the licensee further certifies that he has obtained a policy of public liability insurance in the amount of at least twenty-five thousand dollars to pay any claims or judgments rendered against the licensee in favor of patrons or others to recover damages resulting from the negligence of the licensee. The amount of insurance of the policy hereinbefore required or in effect shall not limit or impair any right of recovery to which any plaintiff may be entitled in excess of such amount.



TOWN OF NANTUCKET
NEW LICENSE APPLICATION
LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

APPLICANT

Primary Contact Name **Bethany Oliver**

Title **Executive Director**

Company name **Theatre Workshop of Nantucket**

DBA **Theatre Workshop of Nantucket**

Primary Phone **5082284305**

Primary E-mail **boliver@theatrenantucket.org**

Primary Mailing Address **PO Box 1297 Nantucket MA 02554**

License Manager **Bethany Oliver**
(if different than Primary)

Manager Cell Phone **774-236-9944**

Manager E-mail **boliver@theatrenantucket.org**

PREMISES

Licenses Applying For:

☐

LIQUOR

☐

COMMON VICTUALLER

☒

ENTERTAINMENT

Address of Establishment: **39 Bartlett Farm Rd Nantucket MA**

Description of Premises:

Open field across from farm market.

Total Sq. Footage: **19,000**

of Exits **1**

of Entrances **1**

Proposed Seating Capacity Interior

Proposed Seating Capacity Exterior **150**

Is this a Change of Use for the Premises? ☒ YES ☐ NO

If Yes, What was the former Business/Occupant? **Open field on farm**

Is there a Special Permit or any Planning Board Decision involving the property? ☐ YES ☒ NO
(If Yes, Please Include a copy with the application)

Describe Any Planned Renovations to the Premises: (Include any HDC approval for renovations if applicable)

Installation of a temporary wooden stage structure 30x50 ft., portable, tables and chairs, temporary light and sound trees.



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ENTERTAINMENT LICENSE

SELECT ENTERTAINMENT LEVEL BELOW:

☐

LEVEL 1: BACKGROUND: Non-Amplified Music through House Sound System Only to include: Radio/CD/iPod/TV

☐

LEVEL 2: LIVE ACOUSTIC: Level 1 + Non-Amplified/Acoustic Live Music to include Instruments, Vocalists – no additional speakers, microphones or amplification

☐

LEVEL 3: LIVE AMPLIFIED: Level 1-2 + Amplified Live Music to include Disc Jockey, Instruments and Vocalists with amplification

☒

LEVEL 4: AMPLIFIED DANCE: <100 Occupancy: Level 1-3 + Dance Floor, Theater

☐

LEVEL 5: NIGHTCLUB: Level 1-4' Occupancy >100

Please Describe your Plan for Entertainment (i.e. Low Level Background Music; Live Bands, Dancing, Special Events, etc.)

Theatrical amplification for actors and three live musicians.

Please Describe Location for Entertainment to include areas for background music and location of Live Music, Dance Floor, etc.

(Include Floor Plan with Location of Live Music Highlighted)

attached

Will Seating, Tables or Furniture of any kind be moved to create room for Dancing and/or Live Entertainment? ☐ Yes ☒ No

All Proposed Floor Plans and Set-ups must be submitted and approved by the Building & Fire Departments before a License is issued.

Entertainment Hours Interior:

Mon.

Tues.

Wed.

Thurs.

Fri.

Sat.

Sun.

Entertainment Hours Exterior:

Mon.

Tues. 7:30-:930pm

Wed. 7:30-:930pm

Thurs. 7:30-:930pm

Fri. 7:30-:930pm

Sat. 7:30-:930pm

Sun.



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ADDITIONAL INFO

DBA Theatre Workshop of Nantucket

Premises Address 39 Bartlett Farm Rd

License Applied For Entertainment

Proposed License Manager Bethany Oliver

Additional Information attached.

TOWN OF NANTUCKET
ENTERTAINMENT LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER..... BARTLETT FARM LLC
MAILING ADDRESS..... 33 BARTLETT FARM RD, NANTUCKET MA 02554
PROPERTY LOCATION..... 39 BARTLETT FARM RD
ASSESSORS MAP/PARCEL..... 65-16
SUBMITTED BY..... THEATRE WORKSHOP OF NANTUCKET

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land immediately abutting the property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

Digitally signed by Rob Ranney
DN: cn=Rob Ranney, o=Town of Nantucket,
ou=Assessor's Office,
email=rranney@nantucket-ma.gov, c=US
Date: 2021.04.12 14:50:29 -04'00'

4-12-2021

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
65	16	1	BARTLETT FARM LLC		33 BARTLETT FARM RD	NANTUCKET	MA	02554	19 BARTLETT FARM RD
65	71		HUMMOCK POND OF N H A INC		PO BOX 3762	NANTUCKET	MA	02584	180 HUMMOCK POND RD
82	9		BARTLETT FARM LLC		33 BARTLETT FARM RD	NANTUCKET	MA	02554	HELLER WY
82	500		BARTLETT DANIEL D & SEANDA		41 BARTLETT FARM RD	NANTUCKET	MA	02554	41 BARTLETT FARM RD
82	503		BOVF LLC		33 BARTLETT FARM RD	NANTUCKET	MA	02554	33 BARTLETT FARM RD
82	504		BARTLETT JOHN W TRST	C/O BARTLETT PHIL & DOROTHY	3 MOTHBALL WAY	NANTUCKET	MA	02554	43 BARTLETT FARM RD
82	505		WINDMILL TRUST	C/O BARTLETT PHILIP D & DOROTHY W	3 MOTHBALL WAY	NANTUCKET	MA	02554	45 BARTLETT FARM RD
Count:	7								

TWN Proposal

Primary Contact: Bethany Oliver

Company: Theatre Workshop of Nantucket

Host Type: Bartlett Farm

Proposed Date: June 15 to August 24

Schedule of Events (incl. set-up, tear-down date, programming times):

- Build Stage and set up June 15-22 (daytime activity, sawing, hammering etc.)
- Rehearsals June 22-July 7 (noon to 6pm, amplified musicians and actors, technical rehearsal 4-10pm July 4,5,6)
- Performances July 7-August 21, five performances per week, 32 performances
- July 13-15 Comedy Festival, 3 performances
- Total of 35 performances
- Show times 7:30-9:30, staff and crew arrive at 5pm
- August 22 TWN Benefit
- Strike August 23&24 (daytime, sawing, unbuilding, dumpster on property)

Event Overview / Description:

We are hopeful that we will be able to be back on stage in our theatre at Bennett Hall in the fall of this year, and we're working on procedures and structural improvements including a new and enhanced HVAC system that will make that possible. But it's clear that indoor theatre will not be realistic this summer.

The Bartlett family has generously offered us use of their field to stage our summer performances.

Dates and Times

See above schedule of events

Description of Use

- See attached documents for placement, etc.

- Semi-permanent stage up through the duration of our dates. Two light trees which would remain up throughout duration
- We'll stage musical theatre performances of *Mamma Mia!* and Rodgers' and Hammerstein's *A Grand Night For Singing* as well as host three evenings of the Nantucket Comedy Festival
- Musicals will include live performances, singing, live musicians. Singers and musicians will have theatrical amplification
- Temporary Stage Manager's unit
- Tables and chairs for audience members, sound equipment that will be packed up each night
- Approximately 150 audience members based on Bennett Hall occupancy, and approximately 20 cast, crew and staff members

Location: Field at Bartlett's Farm

Projected Number of Attendees: 150

Number of Staff: 20 staff, crew and actors/performers

Event Structures and equipment to be installed on property (tables, chairs, stages etc.): Temporary stage, 50'x30', tables and chairs for audience members. 45 tables; 15 two person tables, and 30 four person tables. Tables will be placed six feet apart from each other. All tables in the seating area will be at least 25 feet from performers. total seating area is 15,000 sq ft.

Lighting & Amplification: LED stage lighting, as well as parking and audience lighting. Actors and 3 live musicians will be amplified with a theatrical sound system.

A/V Company: TWN

Tents: NONE

Tent Company: NONE

Restrooms: Bartlett Portable Toilets to supply two restrooms for audience including one ADA unit, as well as a separate unit for cast and musicians

Food Service / Food Trucks: NONE

Beverages: NONE

Tickets (contactless ?): Tickets purchased through theatrenantucket.org contactless email delivery and contactless check in at the site.

Concessions / Merchandises: NONE

Parking Needed: 48 spaces for audience members, plus 2 handicapped spaces as well as separate staff parking spaces.

Crowd Control / Security Perimeter: n/a

Transportation Plan: n/a

Parking Plan: TWN employed parking attendants to direct people to the correct parking spots.

Safety / Traffic Control: all relevant COVID precautions and protocols in place and enforced. Masks are mandatory for audience members and cast and crew. Actors will all be 6 feet socially distanced, unless singing, in which case they will be 10 feet. Audience will be seated with their own party with at least 6 feet between parties. Audience seating area will be 25 feet from performers. Staff, crew and cast will adhere to COVID safety

procedures adopted by the Actor's Equity Association, which include weekly testing and daily symptom self reporting. Audience will provide contact information for contact tracing and will attest on arrival that they are free of COVID symptoms and exposures. Socially distancing will be enforced in all areas including with ground signs at the entrance and outside the temporary toilets in case a line should form. *See additional COVID protocols attached*

Cleanup Plan: All trash will be packed out each night at the end of performance. Strike will occur August 23 & 24 during which time we will have a dumpster on site. Everything brought into site at the beginning of use will be packed out at the end.

Signage: We will have signage directing people to either TWN parking and/or Bartlett Farm parking. We will have multiple signage instructing audience members that masks must be worn at all times, and that social distancing must be maintained at all times. We will organize entrance and check in so that crowds do not occur. We will also provide 'stand here' style ground signage in case a line develops, and will provide similar signage outside portable restrooms in case lines occur. We will also provide adequate personnel to monitor and facilitate distancing and mask adherence.

Power: We will be pulling power from the electricity panel on the exterior of the shed at the corner of the field.

Local Community Benefit: In 2021 Theatre Workshop of Nantucket is celebrating our 65th season. We want to continue our mission of providing live theatre to the Nantucket community. In addition, creating outdoor theatre this summer will allow us to rehire furloughed staff, hire crew members and put our actors to work. This space will make that possible for us. *Please see attached for more information about Theatre Workshop.*

Inclement Weather Plan: NONE If weather does not cooperate, the show for the evening is cancelled.

CAD / Site Plan: See Attached

About Theatre Workshop

Theatre Workshop of Nantucket is a 65-year-old theatre company on Nantucket. Our mission is to entertain, enrich, educate, challenge and inspire performing artists and audiences of all ages. Working with members of the island community and visiting professional artists, and collaborating with other cultural organizations, we produce a variety of theatrical works -- high quality, thought-provoking theatre experiences for Nantucket residents and visitors and their families. The expense involved in traveling off island to see theatre in New York or Boston is a barrier for many Nantucketers, so TWN provides Broadway-quality theatre productions right here at home. We've been doing it since 1956.

Theatre Workshop prides itself on the seamless blend we create on stage. Each year, New York professionals at various points in their careers come together on stage with local seasoned actors, first timers, and island children and teens, forming a cohesive cast of equals. Many of our pros describe their time at TWN as a magical and affirming experience that reinforces their love of and commitment to quality theatre. For the children who get to work alongside them, it is a life changing experience, fostering a deep, lifelong love of the theatre.

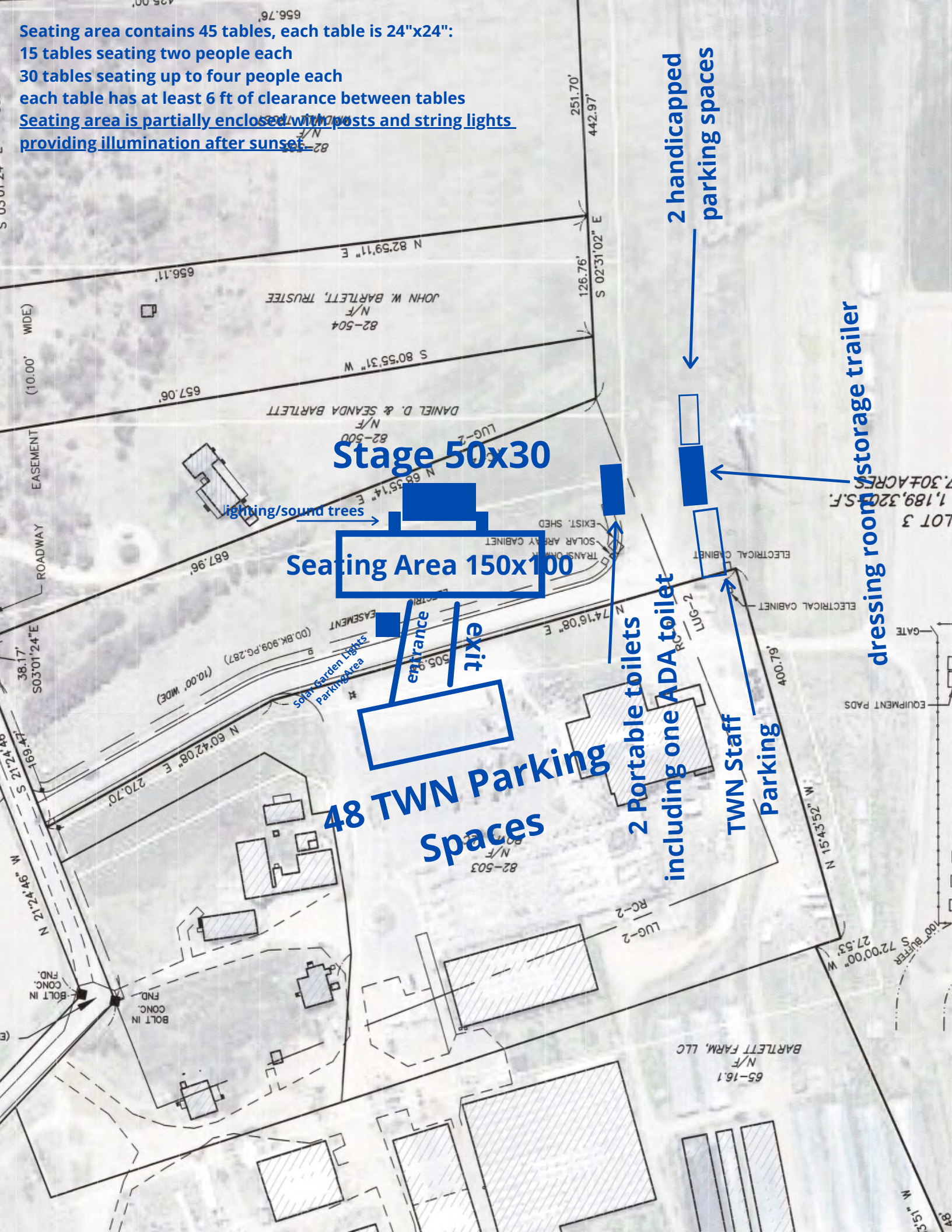
At Theatre Workshop, we value all the people who come together to create successful theatre: the actors on stage; the designers, creatives, and crew members backstage; the producers whose financial support and belief in the importance of the art form make it all possible; and each person who buys a ticket, turns off their cell phone and settles

in to experience a live performance in a darkened space with over a hundred other people.

ADMIT ALL is a shorthand expression of our support for diversity and inclusion in our staff and leadership, our programming, talent, creativity, and community outreach. We believe it is our responsibility to foster and support a love of theatre in all those who currently fill those roles and in the young people who will fill them in the future.

We achieve our goals by producing two to three main stage productions each season; offering a wide range of talents in each production; fostering great working experiences for both established and aspiring professionals; putting young people and local talent on stage alongside professionals; and offering school day performances, theatre for young audiences and classes and workshops for students of all ages.

Seating area contains 45 tables, each table is 24"x24":
15 tables seating two people each
30 tables seating up to four people each
each table has at least 6 ft of clearance between tables
Seating area is partially enclosed with posts and string lights
providing illumination after sunset



Stage 50x30

Seating Area 150x100

48 TWN Parking Spaces

2 handicapped parking spaces

2 Portable toilets including one ADA toilet

TWN Staff Parking

storage trailer
dressing room

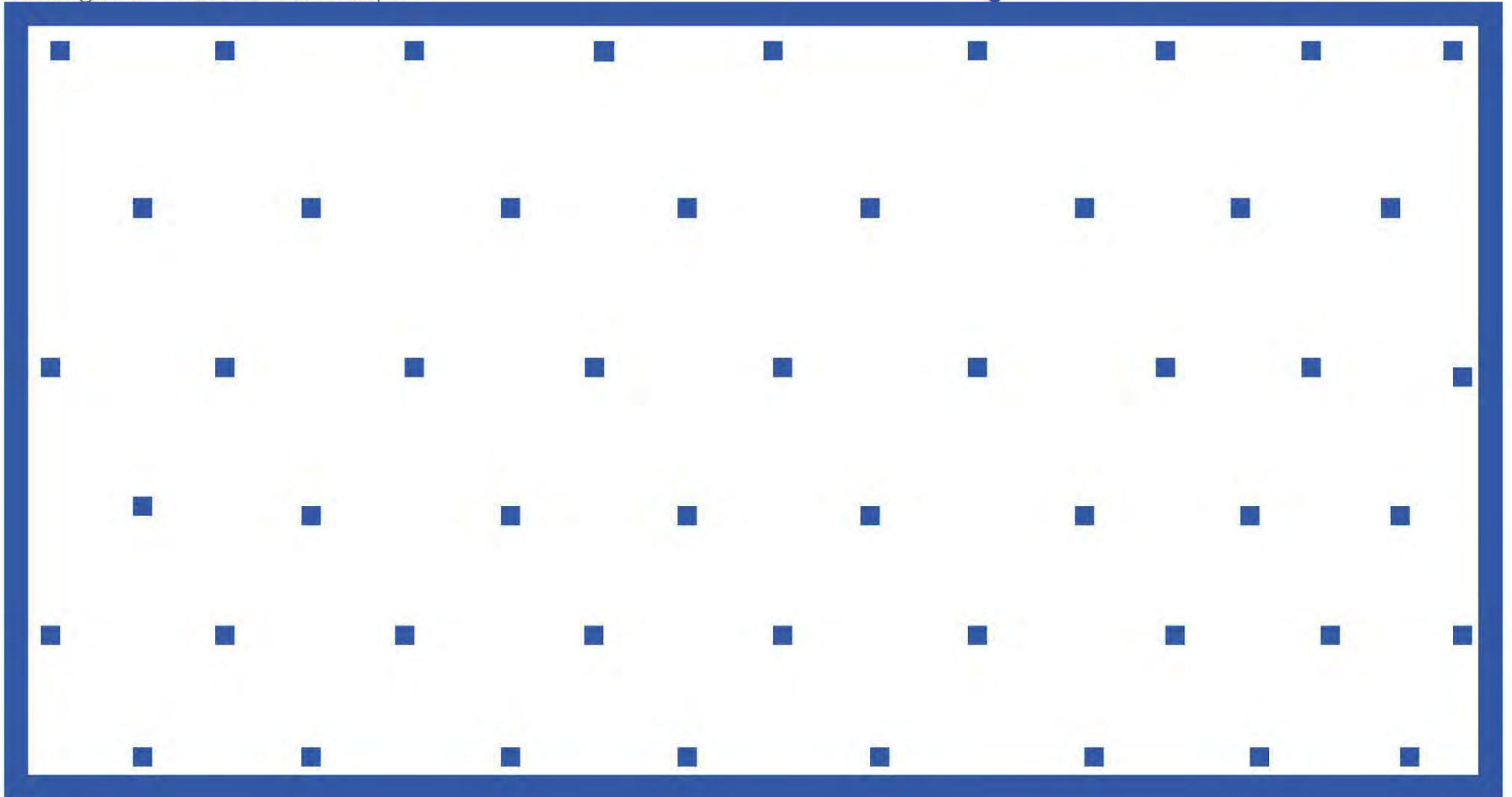
Seating area, DETAIL
Seating area is 150'x100'

Each table is 24"x24"
each seat is at least 6' from another seat of
person not in the same group. 15 2 tops, 30
4 tops, total of 45 tables, 150 audience
members. in 15,000sq ft.

Stage 50'x30'

25' between stage and audience

Seating Area 150x100=15,000sq ft



Theatre Workshop of Nantucket

COVID Protocols

Our ticketing website will have all relevant COVID related protocols prominently displayed for patrons. Patrons will also receive a pre show email with relevant information.

Patron Safety

- Patrons must keep a 6-foot distance from any person outside of their household group
- Patrons must wear masks at all times
- No food or beverages will be sold on-site
- No merchandise will be sold on-site
- No alcoholic beverages are permitted to be consumed on-site
- No smoking is permitted
- on-site No pets are permitted on-site

Restrooms

- Portable restroom facilities will have hand sanitizing stations
- Lines for restrooms will be clearly marked with 6-foot distancing apparent.

Cleaning/Disinfecting

- Portable restroom facilities will be cleaned and disinfected before each performance
- All equipment provided for performers (microphones, instruments, etc.) will be cleaned and disinfected before each performance.
- All high-touch surfaces will be cleaned and disinfected before each performance.

Staff and Volunteer Safety

- Staff must wear gloves when cleaning/sanitizing
- Staff, and crew must wear masks at all times, cast will wear masks at all times as feasible
- Staff and crew must maintain a 6-foot distance from others
- Hand sanitizing stations will be provided for staff
- Staff who display symptoms of COVID-19 will not be permitted to work
- Staff who have been exposed to people with confirmed or suspected COVID-19 cases will be not be permitted to work for two weeks following exposure
- Staff, cast and crew are testing weekly, any positive results are contact traced by the local contact tracing officials, and staff with a positive result will not be permitted to work

- All Staff, cast and crew will receive training on safety guidelines.
- A certified Covid Compliance Officer will be on site at all times.

Ticketing

- All tickets will be purchased online or via phone in advance of performances
- No paper tickets will be used. Audience members will be checked off a guest list.

Signage

- Massachusetts Mandatory Safety Standards Poster will be posted
- Signage will be posted reminding patrons to observe 6-foot physical distancing
- Signage will be posted reminding patrons to wear masks

Licensing

From: Lisa Soeder <lsoeder@soeder-associates.com>
Sent: Wednesday, April 14, 2021 2:44 PM
To: Licensing
Subject: Letter in Support of Theatre Workshop of Nantucket's Request for Entertainment License at Bartlett's Farm- Summer of 2021

Dear Ms. Holdgate, Mr. Fee, Mr. Bridges, Ms. Murphy, Ms. Ferrantella and Licensing Department-

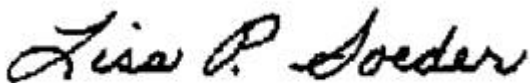
As a year-round resident of Nantucket, a supporter of the arts, a business owner (Martin House Inn on Nantucket, among others), and a member of the Boards of the Theatre Workshop of Nantucket ("TWN") and of the Nantucket Comedy Festival ("NCF"), I write in support of the TWN's request for an entertainment license at Bartlett's Farm, for the summer of 2021.

In a year when everything shut down and the world basically stopped, TWN (a 65 year old island institution) continued in its mission to inspire, entertain, support and educate our community and beyond, and now continues in 2021 to find safe and creative ways to fulfill its mission. Speaking for myself, on behalf of TWN, for our community and for the visitors who come through our doors at the Martin House and who stay connected to the island even when it isn't safe to be here in person, we are grateful for Theatre Workshop's ingenuity and resilience during 2020 and continue to be impressed by the tenacity and forward thinking mentality embodied by the theatre, our community and the Board, and of course, for the generosity of the Bartlett family in helping to make a live season a possibility in 2021.

Nantucket is special for many reasons, and one important part of what makes our community so unique is the proactive support of the arts from island residents, visitors and leaders alike. Another part of what makes our community so special is the influx of visitors during the season who come to a place they consider a paradise of sorts; part of that magic is what is produced by the organizations supporting the arts in Nantucket. We ask that you help us make a 2021 live season possible for TWN and for all of us.

Please let me know if you have any questions or if I can provide any additional information.

Warm regards,



Lisa P. Soeder

Soeder & Associates, LLC
280 Trumbull Street, 21st Floor
Hartford, CT 06103
Telephone (860) 246-1600
Fax (860) 246-1700
Writer's Direct Line: (860) 246-1800
Cellular (860) 685-0678
E-mail: lsoeder@soeder-associates.com
Web Site: www.soeder-associates.com

Licensing

From: David Southwell <david.p.southwell@gmail.com>
Sent: Tuesday, April 13, 2021 1:22 PM
To: Licensing; dhillholdgate@nantucket-ma.gov; mfee@nantucket-ma.gov;
jmbridges@nantucket-ma.gov; mbmurphy@nantucket-ma.gov; kferrantella@nantucket-ma.gov
Subject: Support for Theater Workshop at Bartlett's

Good afternoon folks- I am writing in support of Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm. TWN has been an exciting source of the arts for 65 years, and 20 years for my family, and we should do all we can to keep the workshop viable. From the island's perspective an outdoor venue will bring their performances to a wider audience of both the resident and summer communities, and it's great that the Bartletts are willing to do this. A win/ win in my book!

All the best,

David Southwell
6 Lily St (the one in town)

Licensing

From: Ryan Runstadler <ryan@deependproductions.com>
Sent: Thursday, April 15, 2021 11:59 AM
To: Licensing
Subject: TWN License Approval

Dear Board of Select People,

I'm writing you today to voice my support of Theatre Workshop of Nantucket outdoor performance space license approval for the summer of 2021.

As a summer resident of the island, I very much enjoy the programming that TWN provides for the island community both during the summer and throughout the year. This outdoor venue will be an asset to the arts community and all those who visit or live on the island through the summer and beyond.

I very much look forward to the opportunity to enjoy theater and the shows TWN is cooking up this season in a beautiful and safe outdoor setting.

Thanks so much and looking forward to the vote!

Best,

Ryan

Ryan Runstadler / Producer
DEEP END PRODUCTIONS
917.291.1933/ ryan@deependproductions.com

Licensing

From: Carol Brown <carol@heritagecapitalgroup.net>
Sent: Thursday, April 15, 2021 5:00 PM
To: Licensing
Cc: judykarma@gmail.com
Subject: In Support of the Theatre Workshop of Nantucket

Licensing Department:

I strongly support Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm, for the summer of 2021.

Yours Truly,

Judith Seinfeld

Licensing

From: Kathy Garre Ayars <kgarre1@comcast.net>
Sent: Tuesday, April 13, 2021 4:41 PM
To: Licensing; dhillholdgate@nantucket-ma.gov; mfee@nantucket-ma.gov;
jmbridges@nantucket-ma.gov; mbmurphy@nantucket-ma.gov;
kferrantella@nantucket-ma.gov
Subject: TWN letter of support

April 13, 2021

Dear Dawn, Matt, Jason, Melissa and Kristie,

Theatre Workshop is a 65 year old island institution seeking a creative way to fulfill its mission in 2021. As you know, the arts are an important part of what makes the Nantucket community so special.

We are grateful for Theatre Workshop's ingenuity and resilience and for the generosity of the Bartlett family.

Therefore, we are writing in support of Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm for the summer of 2021.

Sincerely,

Kathy Garre-Ayars
Member of Theatre Workshop's Advisory Council
And Tom Ayars

3 Fayette Street
Nantucket, Mass. 02554

Sent from [Mail](#) for Windows 10

Licensing

From: kjfly@aol.com
Sent: Wednesday, April 14, 2021 2:34 PM
To: Licensing
Subject: Comedy Festivals support for Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm- Summer of 2021.

Hello to the powers that be!

I just wanted to write in my support in regard to the Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm. We need the arts to come back on Nantucket as it nourishes the spirit and the island and the country need that right now. In a safe way of course!

As the Executive Director of the Nantucket Comedy Festival I am all for this to be approved. Lets have a fun safe summer....all while enjoying the arts!

All the best,

Kevin Flynn

*Executive Director
Nantucket Comedy Festival
Standup & Learn*

Licensing

From: Susan Lucier <lucier.susan@gmail.com>
Sent: Thursday, April 22, 2021 12:59 PM
To: Licensing
Subject: Support for TWN's permit application
Attachments: TWNBartlett's Farm permitting letter.docx

To: Members of the Nantucket Select Board and Permitting and Licensing commission of the Nantucket Police Department

Ladies and Gentlemen,

I am writing to you in my capacity as president of the Board of Directors of Theatre Workshop of Nantucket to encourage you to approve our application for an entertainment license to use Bartlett's Farm as an outdoor venue for our theatrical productions this year.

As you know, TWN is celebrating its 65th year of operation on the island, and for most of its rich history, we have performed indoors in traditional theatrical settings. This year, in the midst of continued uncertainty caused by COVID, we have been forced to seek new creative ways to fulfill our mission.

The owners of Bartlett's Farm have graciously agreed to allow us, at no charge, to build a stage on their land so we can mount our summer productions outdoors and in conformity with public health guidelines.

The entire TWN community—including many Nantucket residents, both year-round and seasonal—is grateful for the ingenuity of our artistic leadership and the generosity of the Bartlett family. With your concurrence, we will make it possible for island audiences to enjoy another full season of inspirational and entertaining live theatre on Nantucket.

If you have any questions or would like more information, please do not hesitate to contact me.

Sincerely yours,

Susan Lucier
President, Theatre Workshop of Nantucket
216-570-4697

--

Susan Lucier
lucier.susan@gmail.com

Licensing

From: Amber Cantella <ambercantella@me.com>
Sent: Wednesday, April 21, 2021 7:04 PM
To: Licensing
Cc: Bethany Oliver
Subject: In Support of TWN

Dear Nantucket Select Board,

I am highly in favor of Theatre Workshop of Nantucket's request for an entertainment license at Bartlett's Farm for summer of 2021.

I am a year-round resident and serve on the Council of the affectionately nicknamed: TWN.

Live entertainment was completely crushed by covid.

As difficult as it was for restaurants to adapt to necessary regulations, theatres were forced to go dark.

This is a step in the right direction giving Nantucket residents and visitors alike a chance to be entertained in a safe environment.

ON WITH THE SHOW!

Thank you for your support and consideration.

Warmly,
Amber Cantella
21R Vestal St.
Nantucket, MA 02554



Agenda Item Summary

Agenda Item #	X. 2.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

Mobile Food Unit Application – Lemon Press

Executive Summary

Mobile Food Unit Application for Lemon Press. Application and Menu attached.

Conditions of MFU License:

- **Operation within 500 feet of a licensed food establishment is prohibited.**
- Mobile Food Unit Operators must place portable trash receptacles near the unit on a daily basis.
- All trash must be removed before leaving the area and properly disposed of at the end of the day.
- Mobile Food Unit must return to its approved Base of Operations daily.
- Mobile Food Units are Commercial Vehicles and all Commercial regulations apply.
- Any Mobile Food Units parked in timed spaces in the Downtown Parking District must obtain a Street Blocking Permit from Town Administration. No service allowed from the MFU – parking only to allow for catering service to downtown locations.

Food Permit Plan: In process with Health Dept. Application approved to move forward with Licensing.

Commercial Kitchen: Lemon Press, 41 Main Street

Overnight Parking: Cisco Brewery, 5 Bartlett Farm Road

Property Owner Approvals for Service: Cisco Brewery, 5 Bartlett Farm Road. Service Brewery 3 days a week.

Licensed MFU's may also use their units to cater private events on private property.

Any use of MFU for public event or on public property for a limited event requires additional one-day permit.



Any use of MFU on Private property location for service to the public requires property owner written approval and additional Administration review/approval to be included on License.

Staff Recommendation

There are no objections to this application. Health has approved the Food Service Plan and Commercial Kitchen base of operations.

Final inspections of the unit are required by Health and Fire before operation of the unit commences.

Any additional service locations not included in initial application must be approved by the property owner and submitted to Licensing. Any further requests for service on public property will be reported to the Select Board.

No Mobile Food Unit Service allowed in the Downtown Historic District.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Inquirer and Mirror Public Notice

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

N/A

Attachments

MFU Application; Menu; Photos





Town & County of
NANTUCKET, MA

LICENSING DEPARTMENT
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100 · licensing@police.nantucket-ma.gov

APPLICATION || MOBILE FOOD UNIT

INCLUDE THE FOLLOWING WITH APPLICATION:

- ❖ FINGERPRINT FORM AND FEES (\$10 Town of Nantucket; \$30 Money Order Commonwealth of Mass) ✓
- ❖ LOCATION AGREEMENTS (If Applicable) i.e. Cisco; Land Bank; Airport Commission ✓
- ❖ HEALTH DEPARTMENT PLAN REVIEW ✓
- ❖ SAMPLE MENU ✓
- ❖ APPLICATION FEE: \$25 ✓
- ❖ PUBLIC NOTICE FEE: \$335.12 (Made Payable to The Inquirer and Mirror) ✓

UPON ISSUANCE OF FINAL LICENSE:

- ❖ VEHICLE REGISTRATION
- ❖ APPLICATION FOR LICENSE TO PEDDLE (\$62 Fee Made Payable to Commonwealth of Massachusetts)
- ❖ LICENSE FEE: \$300 (Made Payable to Town of Nantucket)

BUSINESS NAME: LEMON PRESS MARKET LLC

DBA: LEMON PRESS

OWNER/OPERATOR: DARYA GAULT / RACHEL AFSHARI

MOBILE#: 508-330-3142 E-MAIL: nantucketsprout@gmail.com

MAILING ADDRESS: 41 MAIN ST NANTUCKET MA 02554

COMMERCIAL KITCHEN LOCATION: 41 MAIN ST NANTUCKET MA 02554

OVERNIGHT PARKING LOCATION: CISCO BREWERS - 5 BARTLET FARM RD.

LOCATIONS: CISCO BREWERS - 5 BARTLET FARM RD.

PLANNED DATES OF OPERATION (i.e. Beginning March 1; Seasonal May – October, etc.):

MAY 15 - OCT 15TH

LP Proposed Food Truck Menu

These items are cooked to order and may be served raw or undercooked. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

Before placing your order, please inform your server if a person in your party has a food allergy

Food Truck-

Kiddos/adults

Small for kids, large for adults

Feta queso and pita

Falafel with sauce

Mini hummus and veggies

Mahi Sorkh Shodeh-Persian style fried fish

Sesame fried chicken poppers with honey drizzle

Sesame fried zucchini, herb & feta balls with shakshuka dipping

Crispy aloo potatoes

Add + green garlic, parsley and harissa lemon drizzle (omit harissa for kiddos)

Kebabs

Cauliflower Kebab

Sabzi marinated grilled chicken

Lamb Meatball

Bowls Premade and Other-

Loaded Meze Pita Platter- Fried pita topped with chopped romaine, cuke tom salad or tomato esme, feta queso or tzatziki, carrot radish slaw, avocado hummus, pumpkin seed chili crisp

Make ahead-

Bulgur wheat rice base, balsamic onions, pickled carrots/veg, roasted red peppers, herbs.

A la minute- avocado, arugula, sesame chili crisp

Make ahead-

Dill-tahini quinoa, aloo potatoes, pickled red onions and carrots, radish, tomato ezme

A la minute- avocado hummus, pumpkin seed crisp, harissa lemon yogurt

Make ahead-

Fattoush-romaine, arugula, cucumber, radish, pickled red onion, cherry toms

A la minute- fried pita croutons, feta crema, yogurt sauce, tomato ezme, fried eggplant or hard boiled egg, or sabzi chicken.

Dessert-

Lightly fried pita tossed in baklava topping.

Baklava Fried Dough

Prep-

Sabzi Marinated Chicken

Lamb meatballs

Pumpkin seed chili crisp

Almond dukkah

Harissa lemon feta yogurt

Pomegranate herb vin

Tahini Caesar

Baklava topping

Sesame chili crisp

Feta crema

Feta queso

Tomato esme

Fried eggplant

Aloo spice for aloo potatoes

Avo hummus

shakshuka









Agenda Item Summary

Agenda Item #	X. 3.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Application - Alteration of Premises – Lemon Press, 41 Main Street

Executive Summary

Lemon Press Market, LLC dba Lemon Press, 41 Main Street is applying for an amendment to its Seasonal Restaurant All Alcohol Liquor License. The amendment is for Alteration of Premises. The Alteration of Premises will add an additional seating area on the second floor of 41 Main Street. The additional space will add 48 seats and was previously licensed as dining space for prior Licensees at this location. It served as a separate business and Yoga Studio for the past 3 years.

Staff Recommendation

There are no objections to this alteration. All necessary Building, Fire and Health permits and inspections required before occupancy of the new dining space for Food and Liquor service. Final occupancy of the building will be determined by the Building Commissioner.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Inquirer and Mirror Public Notice; Abutter Notification

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

N/A

Attachments

Select Board Liquor License Public Hearing Process; ABCC Summary Form; Letter from Owners; ABCC Alteration of Premises Application; Floor Plan; 2021 Liquor License



Select Board Liquor License Public Hearing Process

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
 - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
 - the appropriateness of a liquor license at a particular location
 - the number of existing dispensaries in Town
 - the views of the inhabitants of the locality in which a license is sought
 - traffic, noise, size (typically applies to a new location)
 - the sort of operation that carries the license
 - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission*

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number	Nantucket City/Town	04/08/2021 Date Filed with LLA
TRANSACTION TYPE (Please check all relevant transactions):		
☐ New License	☐ Change Corporate Name	☐ Pledge of Collateral (i.e. License/Stock)
☐ Transfer of License	☐ Change of DBA	☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of Manager	☒ Alteration of Licensed Premises	☐ Change of License Type (i.e. club / restaurant)
☐ Change of Beneficial Interest	☐ Change of Location	☐ Change of Category (i.e. All Alcohol/Wine, Malt)
		☐ Change Corporate Structure (i.e. Corp / LLC)
		☐ Change of Hours
		☐ Issuance/Transfer of Stock/New Stockholder
		☐ Management/Operating Agreement

APPLICANT INFORMATION					
Name of Licensee Lemon Press Market, LLC			D/B/A Lemon Press		
ADDRESS: 41 Main Street	CITY/TOWN: Nantucket	STATE MA	ZIP CODE 02554		
Manager Rachel Afshari			Granted under Special Legislation? Yes ☐ No ☒		
\$12 Restaurant Type (i.e. restaurant, package store)	Seasonal Class (Annual or Seasonal)	All Alcoholic Beverages Category (i.e. Wines and Malts / All Alcohol)			
			If Yes, Chapter of the Acts of (year)		

LOCAL LICENSING AUTHORITY DECISION	
Please indicate the decision of the Local Licensing Authority: Approves this Application	Please indicate what days and hours the licensee will sell alcohol: Mon. - Sat. 8am - 1am Sunday 11am - 1am

If Approving With Modifications , please indicate below what changes the LLA is making:																			
Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): No	<u>Changes to the Premises Description</u>		Indoor Area																
	Patio/Deck/Outdoor Area		Total Square Footage																
	Total Square Footage		Number of Entrances																
	Seating Capacity		Number of Exits																
		<table border="1" style="width:100%"><thead><tr><th>Floor Number</th><th>Square Footage</th><th>Number of Rooms</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	Floor Number	Square Footage	Number of Rooms														
Floor Number	Square Footage	Number of Rooms																	

Abutters Notified: Yes ☒ No ☐	Date of Abutter Notification 4/10/21	Date of Advertisement 4/15/21 & 4/22/21
--	---	--

Please add any additional remarks or conditions here:	licensing@police.nantucket-ma.gov
---	--

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

04/28/2021

Date APPROVED by LLA

April 8th 2021

To The Select Board and Chair, Dawn Hill Holdgate,

We are writing to you today to submit our Alteration of Premise application for Lemon Press.

Right now Lemon Press is located at 41 Main St. We currently utilize three floors.

1. The basement where the office and storage is, including the locked liquor cabinet
2. The main floor where the main kitchen, and dining space is
3. Partial use of the third floor - upstairs kitchen and access to two bathrooms.

We have been offered the opportunity to rent and have full use of the third floor. Currently the space we would be taking over is a small lobby and yoga studio, which would be used as a second dining room (food and beverage to be served). Previous leases used this space for dining, we are asking to return it to its original use. No structural changes to be made.

This will allow us to seat more people and increase our revenue.

Thank you for your consideration,

Rachel Afshari
Darya Gault
Micheal Gault



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Lemon Press Market LLC

Nantucket

04022rs0762

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Alteration of Premises - we are taking over the lease for the room above our current location - this room was originally part of the restaurant that occupied the space before us and was leased separately when we took over - we want to add it back.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Rachel Afshari

General Manager

nantucketsprout@gmail.com

5083303142

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Using upstairs space as an additional dining area. Was previously a dining area - then converted to a yoga studio - we would like to convert it back to a dining area.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Only one floor on proposed premise (second floor of building). 4 rooms, lobby area, two bathrooms, dining room

Total Sq. Footage

1100

Seating Capacity

48

Occupancy Number

78

Number of Entrances

2

Number of Exits

2

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):	\$3700/month -rent \$8000 - Outfitting costs \$8400 - Working capital
---------------------	---

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Cape Cod 5 - Checking Account	\$20,000
Total	\$20,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Darya Gault the: ☒ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Lemon Press Market LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Darya Gault

Date:

4/7/21

Title:

Owner

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

We are writing to you today to submit our Alteration of Premise application for Lemon Press.

Right now Lemon Press is located at 41 Main St. We currently utilize three floors.

1. The basement where the office and storage is, including the locked liquor cabinet
2. The main floor where the main kitchen, and dining space is
3. Partial use of the third floor - upstairs kitchen and access to two bathrooms.

We have been offered the opportunity to rent and have full use of the third floor. Currently the space we would be taking over is a small lobby and yoga studio, which would be used as a second dining room (food and beverage to be served). Previous leases used this space for dining, we are asking to return it to its original use. No structural changes to be made.

This will allow us to seat more people and increase our revenue.

Thank you for your consideration,

Rachel Afshari
Darya Gault
Micheal Gault

CORPORATE VOTE

The Board of Directors or LLC Managers of LEMON PRESS MARKET LLC
Entity Name

duly voted to apply to the Licensing Authority of NANTUCKET / MA and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on _____
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other _____

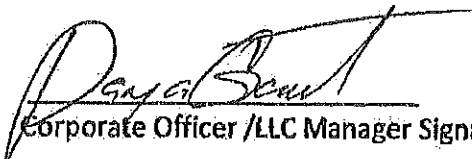
"VOTED: To authorize

DAKYA GAULT

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and
do all things required to have the application granted."

A true copy attest,


Corporate Officer / LLC Manager Signature

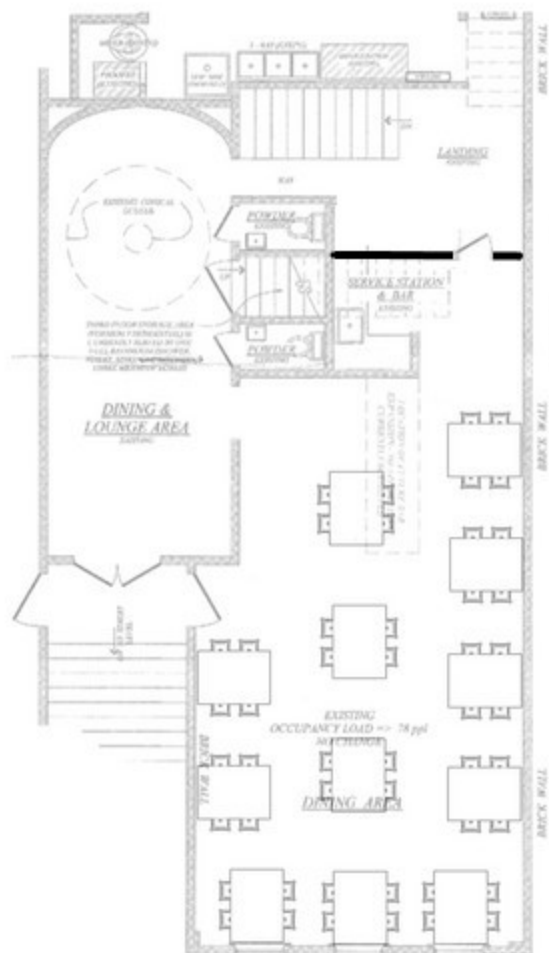
DAKYA GAULT
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



FILE COPY

APPROVED
NANTUCKET BUILDING DEPT.
Date: 5-22-12
By: S. B. 12

MAINTAIN 36" ALONG
ALL EXIST. ACCESS PATHS
AS TRAVEL PROVIDED
& SIGNS

48 seats
4' b/t tables seat to seat
3' b/t tables end to end

REVISIONS
DATE: 05/12

REVISIONS

BROOK MIERBERGEN DESIGNS
P.O. BOX 671
NANTUCKET, MA 02554
508.228.1166

LICENSE #: 04022-RS-0762

LICENSE FEE: \$3,900.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
SEASONAL RETAIL RESTAURANT LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Lemon Press Market LLC

DBA: LEMON PRESS

41 Main Street

Nantucket, MA 02554

MANAGER: Rachel M Afshari

ON PREMISES DESCRIBED AS:

Two story brick building with a casual organic restaurant.
Take-out service on first floor: Basement used for storage of alcohol.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off the license premises and said **premises must be closed by 1:30AM**. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 24th day of March 2021.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE IS VALID BEGINNING APRIL 1, 2021

ELECTRONIC COPY VALID FOR DURATION OF MASSACHUSETTS STATE OF EMERGENCY IN RESPONSE TO COVID-19. ALL EMERGENCY ORDERS ISSUED BY THE COMMONWEALTH OF MASSACHUSETTS, ABCC AND TOWN OF NANTUCKET APPLY. ORIGINAL LICENSE WILL BE ISSUED UPON LIFTING OF EMERGENCY ORDERS



Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, April 28, 2021 the Board approved the application for an Alteration of Premises of the Seasonal All-Alcoholic Beverages Restaurant License for Lemon Press Market, LLC dba Lemon Press, Rachel Afshari, Manager, for the premises located at 41 Main Street, Nantucket, MA 02554. The Board determined that this Alteration of Premises is not detrimental to the spiritual activities of St. Mary's Roman Catholic Church, 3 Federal Street, Nantucket, MA 02554 or the United Methodist Church, 2 Center Street, Nantucket, MA 02554. St. Mary's Roman Catholic Church and United Methodist Church are located within 500 feet of the licensed premises of Lemon Press.

Dawn Hill Holdgate, Chair

Jason Bridges, Vice Chair

Matt Fee

Kristie Ferrantella

Melissa Murphy



Agenda Item Summary

Agenda Item #	X. 4.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

New Annual Wine and Malt Beverages Package Store License Application – Pizzeria Gemelle, 2 East Chestnut Street

Executive Summary

Pizzeria Gemelle, 2 East Chestnut Street, is applying for a new Annual Wine and Malt Beverages Package Store License. Section 15 Package Store (Off-Premise) Licenses sell pre-packaged Alcohol that must be opened and consumed Off-Premise by the customer.

The Applicant has held a Common Victualler with Wine and Malt Beverages with Cordials License at 2 East Chestnut Street since 2019.

Pizzeria Gemelle is an existing pizzeria with on premise beer wine and cordials license. Throughout the pandemic, they switched to solely a takeout model and found that is actually a more appropriate format for the business in general beyond current situations. All indoor seating has been removed and the proposal is to fully transition into takeaway pizza (and other food products) with a retail section for beer, wine and cordials and a slew of unique Italian products.

Staff Recommendation

Comments and Consideration:

- 1) Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;
- 2) ABCC and courts prefer findings be based on the following:

The appropriateness of a liquor license at a particular location

- This location is currently a Section 12 (On-Premise Restaurant) License.
- See attached map for location of existing Off-Premise Package Stores in the Downtown Core District.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4 (1 License available)
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	3 (Total of 2 Seasonal Licenses available)
Seasonal Package Stores – All Alcohol:	4



- Package Stores in Immediate Vicinity (Downtown Core District):
 - o Current Vintage (Seasonal Wine/Malt): 433 ft
 - o Murray's (Annual All Alcohol): 407 ft
 - o Fresh/Harpoon Liquors (Seasonal All Alcohol): 679 ft
- Package Stores on Perimeter of Downtown Core District:
 - o Epernay (Seasonal All Alcohol): 1,313 ft.
 - o Hatch's (Annual All Alcohol): .72 miles

The views of the inhabitants of the locality in which a license is sought

- No written comments received as of 4/21/21

Traffic, noise, size (typically applies to a new location)

- Pizzeria Gemelle is located in the Downtown Core/Historic District.

The sort of operation that carries the license

- The current operation is for take-out Pizza and Italian foods.

The reputation of the applicant

- The Applicant has operated Pizzeria Gemelle since 2019 with no complaints or violations. The Applicant also manages and operates Via Mare at 17 Broad Street, which holds a Common Victualler with Annual All-Alcoholic Beverages Restaurant License and Ventuno at 21 Federal Street, which holds a Common Victualler with a Seasonal All-Alcoholic Beverages Restaurant License.

Background/Discussion

The last application for an off-premise, Section 15 Liquor License in the downtown Core District (29 Centre Street) was heard by the Select Board on April 15, 2015. The Application was denied. The minutes of the Meeting as published by the Select Board are as follows:

12. Public Hearing to Consider Application for New Seasonal All-Alcoholic Beverages Package Store License for Sprout Market LLC, Darya Afshari, Manager, for Premises Located at 29 Centre Street. Chairman Atherton opened the public hearing. Ms. Afshari, Manager, stated ninety square feet of operation to be package store. Mary Walsh, Nantucket Wine and Spirits spoke in favor of some liquor establishments and spoke against application. Ms. Walsh feels no need for more package stores. Chairman Atherton closed the public hearing. Mr. DeCosta feels this falls under same guise as a package store on Amelia and feels there are plenty other package stores within walking distance. Mr. Fee abstained. Chairman Atherton feels well served with package stores in the area. Mr. Glidden stated enough is enough. Chairman Atherton stated if the Board voted to deny, to ask Town counsel to draft a denial and bring back to vote on. Mr. DeCosta made a motion to deny and to ask Town counsel to draft denial because feels Town is well served by package stores on island. Mr. Glidden seconded. So voted. 4-0. Mr. Fee abstained.



Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Two weeks notice in Inquirer & Mirror

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

N/A

Attachments

Select Board Liquor License Public Hearing Process; Quota Report; ABCC Summary Form; Map of Downtown Package Stores; ABCC Application; 2020 liquor license



Select Board Liquor License Public Hearing Process

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
 - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
 - the appropriateness of a liquor license at a particular location
 - the number of existing dispensaries in Town
 - the views of the inhabitants of the locality in which a license is sought
 - traffic, noise, size (typically applies to a new location)
 - the sort of operation that carries the license
 - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].



LIQUOR LICENSING || ANNUAL §15 QUOTAS

ANNUAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2010 with a Nantucket population of 10,172 as set by the Secretary of the Commonwealth. We are currently awaiting the update and report from the 2020 Census.

M.G.L. c. 138, §15: Each city or town may issue one Annual off-premises (Section 15) all-alcoholic beverages license for each unit of 5,000 persons (or fraction thereof) with a minimum of 2. One wine and malt license may be granted for each unit of 5,000 persons (or fraction thereof) with a minimum of 5. If a community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 2 Licenses

Total Licenses in 2021: 5 (Once Surrendered, this type of License can NOT be reissued)

- Hatch's 133 Orange Street
- The Islander 15 Old South Road
- Murray's 23 Main Street
- Nantucket Wine and Spirits 31 Sparke Avenue
- Old South Liquors 2 Lovers Lane

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses

Total Licenses in 2021: 4 Licenses

Available: 1 License

- Annye's 14 Amelia Drive (Awaiting transfer application)
- Nantucket Trading Post 12 Nobadeer Farm Road
- Bartlett's 33 Bartlett Farm Road
- Nantucket Meat and Fish Market 21 Old South Road



Town & County of
NANTUCKET, MA

LICENSING & PERMITTING OFFICE
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100 · licensing@police.nantucket-ma.gov

LIQUOR LICENSING || SEASONAL \$15 QUOTAS

SEASONAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2021 Population Estimate is 45,000, which allows for a total of **9 Seasonal Package Stores**.

M.G.L. c. 138, §15: The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission.

The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

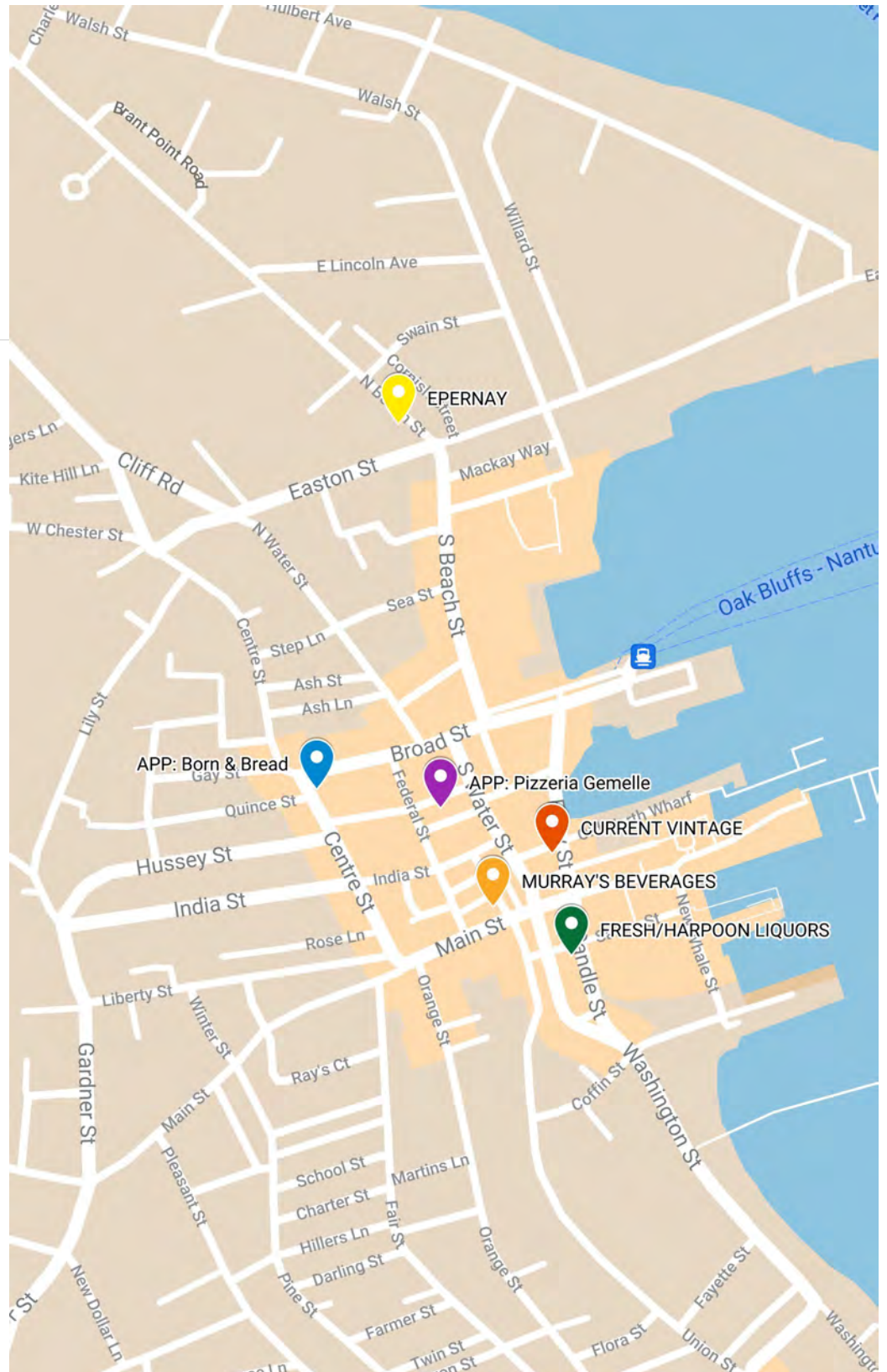
Quota:	9 Licenses
Total Licenses in 2021:	7 Licenses
Available Licenses in 2021:	2 Licenses

- | | |
|-------------------------|-----------------------|
| • 167 Raw | 167 Hummock Pond Road |
| • BRIX | 1 A Windy Way |
| • Current Vintage | 4 Easy Street |
| • Epernay | 1 North Beach Street |
| • Harpoon Liquors/Fresh | 3 Salem Street |
| • Millie's Market | 1 Miller's Way |
| • 'Sconset Bookstore | 100 Sankaty Avenue |

Package Stores - Core

OFF-PREMISE PACKAGE STORES

- APP: Pizzeria Gemelle
- APP: Born & Bread
- CURRENT VINTAGE
- FRESH/HARPOON LIQUORS
- MURRAY'S BEVERAGES
- EPERNAY





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

	Nantucket	04/06/2021
ABCC License Number	City/Town	Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|--|---|---|
| ☒ New License | ☐ Change Corporate Name | ☐ Pledge of Collateral (i.e. License/Stock) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Change of DBA | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change of Hours |
| ☐ Change of Manager | ☐ Alteration of Licensed Premises | ☐ Change of License Type (i.e. club / restaurant) | ☐ Issuance/Transfer of Stock/New Stockholder |
| ☐ Change of Beneficial Interest | ☐ Change of Location | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee	Pizza Gemelle, LLC	D/B/A	Pizzeria Gemelle				
ADDRESS:	2 East Chestnut Street	CITY/TOWN:	Nantucket	STATE	MA	ZIP CODE	025545
Manager	Andrea Solimeo	Granted under Special Legislation? Yes ☐ No ☒					
\$15 Package Store	Seasonal	Wines and Malt Beverages	If Yes, Chapter				
Type	Class	Category	of the Acts of (year)				
(i.e. restaurant, package store)	(Annual or Seasonal)	(i.e. Wines and Malts / All Alcohol)					

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:	Approves this Application	Please indicate what days and hours the licensee will sell alcohol:	
--	---------------------------	---	--

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): 	Changes to the Premises Description	Indoor Area		Floor Number	Square Footage	Number of Rooms
	Patio/Deck/Outdoor Area	Total Square Footage	Number of Entrances			
	Seating Capacity	Number of Exits				

Abutters Notified: Yes ☒ No ☐	Date of Abutter Notification	4-23-21	Date of Advertisement	4-15-21 & 4-22-21
--	------------------------------	---------	-----------------------	-------------------

Please add any additional remarks or conditions here:

--

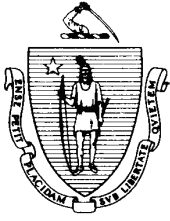
☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

04/28/2021

Date APPROVED by LLA



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We are an existing pizzeria with on premise beer wine & cordials license. Throughout the pandemic, we switched to solely a takeout model & found that is actually a more appropriate format for the business in general beyond current situations. We have already removed all indoor seating for the operation & would like to fully transition into takeaway pizza (and other food products) with a retail section for beer, wine & cordials and a slew of unique italian products.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

1 floor, open floor plan including kitchen space, dining area (converting to retail space) & handicap accessible bathroom.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	10-31-2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Taylor Oliver	16 1/2 hummock pond rd, nantucket, ma 02554		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Partner	50	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Andrea Solimeo	11 Pine Tree Rd, Nantucket, MA 02554		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Partner	50	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Taylor Oliver	All Alcohol, On Premise	Ca'Mercante, LLC / Ventuno LLC	Nantucket
Andrea Solimeo	All Alcohol, On Premise	Ca'Mercante, LLC / Ventuno LLC	Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease 

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	n/a
C. Other * (Please specify below)	
D. Total Cost	

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Cape Cod 5 Cents Savings	280,000	5 yr bank loan (2019)	☐ Yes ☒ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

--

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

--

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2011	current	chef partner	ventuno, llc	
2019	current	chef partner	ca'mercante, llc	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

APPLICANT'S STATEMENT

I, Andrea Solimeo the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

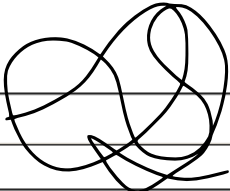
of Pizza Gemelle, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

4/1/21

Title:

Partner

CORPORATE VOTE

The Board of Directors or LLC Managers of

Pizza Gemelle, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket MA

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

4/28/21

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| ☐ New License | ☐ Change of Location | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Alteration of Licensed Premises | ☒ Change of License Type (i.e. club / restaurant) | ☐ Pledge of Collateral (i.e. License/Stock) |
| ☐ Change of Manager | ☐ Change Corporate Name | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Management/Operating Agreement |
| ☐ Change of Officers/
Directors/LLC Managers | ☐ Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | ☐ Issuance/Transfer of Stock/New Stockholder | ☐ Change of Hours |
| | ☐ Other | | ☐ Change of DBA |

"VOTED: To authorize

Taylor Oliver

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

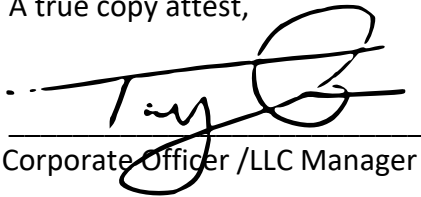
"VOTED: To appoint

Andrea Solimeo

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Taylor Oliver

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

LICENSE #: 04931-RS-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL RETAIL RESTAURANT LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE AND MALT BEVERAGES
WITH CORDIALS

TO BE CONSUMED ON THE PREMISES

BUSINESS: Pizza Gemelle, LLC
DBA: Pizzeria Gemelle
PREMISES: 2 East Chestnut Street
Nantucket, MA 02554
MANAGER: Andrea Solimeo

ON PREMISES DESCRIBED AS:

Small pizzeria and Gelateria serving primarily
take out food with limited seating.

CONDITIONS:

Liquor service allowed interior premises only.
No outdoor or patio service or consumption of
alcohol. Table and Bar service only. No
service of alcohol from take-out counter.

The hours during which alcoholic beverages may be sold: In accordance with
MGL Chapter 138 and amendments thereto with the local provision that patrons shall not
be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on
Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off
the license premises and said **premises must be closed by 1:30AM**. Any restrictions
apply as are on file with the local licensing authority. In accordance with Article 40 ATM
2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within
the Town of Nantucket.

This license is granted and accepted upon the
express condition that the licensee shall, in all
respects, conform to all the provisions of the
Liquor Control Act, Chapter 138 of the General
Laws, as amended and any rules or regulations
made thereunder by the licensing authorities.

IN TESTIMONY WHEREOF, the undersigned have
hereunto affixed his official signature on this 18th day of
December 2019.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2020

**Unless earlier suspended, cancelled, or revoked*

This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.



Town & County of NANTUCKET, MA

At the Select Board meeting held Wednesday, April 28, 2021 the Board approved the application for a new Seasonal Wine and Malt Beverages Package Store License for Pizza Gemelle, LLC dba Pizzeria Gemelle, Andrea Solimeo, Manger, for the premises located at 2 East Chestnut Street, Nantucket, MA 02554. The Board determined that this new \$15 package store license is not detrimental to the spiritual activities of St. Mary's Roman Catholic Church, 3 Federal Street, Nantucket, MA 02554 or the United Methodist Church, 2 Center Street, Nantucket, MA 02554. St. Mary's Roman Catholic Church and United Methodist Church are located within 500 feet of the licensed premises of Pizzeria Gemelle.

Dawn Hill Holdgate, Chair

Jason Bridges, Vice Chair

Matt Fee

Kristie Ferrantella

Melissa Murphy



Agenda Item Summary

Agenda Item #	IX. 5.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

New Seasonal Wine and Malt Beverages Package Store License Application – Born and Bread, 35 Centre Street

Executive Summary

Born & Bread Nantucket, 35 Centre Street, is applying for a new Seasonal Wine and Malt Beverages Package Store License. Package Store (Sec. 15) Licenses sell pre-packaged alcoholic beverages that must be opened and consumed Off-Premise by the customer.

The Applicant has held a Common Victualler License at 35 Centre Street since 2019.

Staff Recommendation

Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;

ABCC and courts prefer findings be based on the following:

1. The appropriateness of a liquor license at a particular location

- This location has not previously been the location for a Liquor License.
- See attached map for location of existing Off-Premise Package Stores in the Downtown Core District.

2. The number of existing package store licenses:

Annual Package Stores – Wine & Malt:	4 (1 License available)
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	3 (2 Total Seasonal Licenses available)
Seasonal Package Stores – All Alcohol:	4

- Package Stores in Immediate Vicinity (Downtown Core District):
 - Current Vintage (Seasonal Wine/Malt): 810 ft
 - Murray's (Annual All-Alcohol): 401ft
 - Fresh/Harpoon Liquors (Seasonal All-Alcohol): 990 ft
- Package Stores on Perimeter of Downtown Core District:
 - Epernay (Seasonal All-Alcohol): 1,317 ft.



- o Hatch's (Annual All-Alcohol): .75 miles

3. The views of the inhabitants of the locality in which a license is sought

- One letter received prior to the Hearing is included in the packet.

4. Traffic, noise, size (typically applies to a new location)

- Born & Bread is located in the Downtown Core/Historic District.

5. The sort of operation that carries the license

- The Applicant operates an establishment selling fresh bread, pastry and sandwiches. The location is licensed as a Common Victualler.

6. The reputation of the applicant

- The Applicant has operated Born & Bread since 2019 with no complaints or violations. The Applicant also manages and operates dba The Afterhouse at 18 Broad Street, which holds a Common Victualler with On-Premise Beer and Wine License.

Background/Discussion

The last application for an off-premise, Section 15 Package Store License in the downtown Core District (29 Centre Street) was heard by the Select Board on April 15, 2015. The Application was denied. The minutes of the Meeting as published by the Select Board are as follows:

12. Public Hearing to Consider Application for New Seasonal All-Alcoholic Beverages Package Store License for Sprout Market LLC, Darya Afshari, Manager, for Premises Located at 29 Centre Street.

Chairman Atherton opened the public hearing. Ms. Afshari, Manager, stated ninety square feet of operation to be package store. Mary Walsh, Nantucket Wine and Spirits spoke in favor of some liquor establishments and spoke against application. Ms. Walsh feels no need for more package stores. Chairman Atherton closed the public hearing. Mr. DeCosta feels this falls under same guise as a package store on Amelia and feels there are plenty other package stores within walking distance. Mr. Fee abstained. Chairman Atherton feels well served with package stores in the area. Mr. Glidden stated enough is enough. Chairman Atherton stated if the Board voted to deny, to ask Town counsel to draft a denial and bring back to vote on. Mr. DeCosta made a motion to deny and to ask Town counsel to draft denial because feels Town is well served by package stores on island. Mr. Glidden seconded. So voted. 4-0. Mr. Fee abstained.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Inquirer and Mirror Public Notice; Abutter Notification



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

N/A

Attachments

Select Board Liquor License Public Hearing Process; Quota Report; Map of Downtown Package Stores; ABCC Summary Form; Letter from Owner; Abutter letter; ABCC Application; ABCC Summary Form; Floor Plan; Abutter list; Determination letter



Select Board Liquor License Public Hearing Process

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
 - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
 - the appropriateness of a liquor license at a particular location
 - the number of existing dispensaries in Town
 - the views of the inhabitants of the locality in which a license is sought
 - traffic, noise, size (typically applies to a new location)
 - the sort of operation that carries the license
 - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].



LIQUOR LICENSING || ANNUAL §15 QUOTAS

ANNUAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2010 with a Nantucket population of 10,172 as set by the Secretary of the Commonwealth. We are currently awaiting the update and report from the 2020 Census.

M.G.L. c. 138, §15: Each city or town may issue one Annual off-premises (Section 15) all-alcoholic beverages license for each unit of 5,000 persons (or fraction thereof) with a minimum of 2. One wine and malt license may be granted for each unit of 5,000 persons (or fraction thereof) with a minimum of 5. If a community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 2 Licenses

Total Licenses in 2021: 5 (Once Surrendered, this type of License can NOT be reissued)

- Hatch's 133 Orange Street
- The Islander 15 Old South Road
- Murray's 23 Main Street
- Nantucket Wine and Spirits 31 Sparke Avenue
- Old South Liquors 2 Lovers Lane

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses

Total Licenses in 2021: 4 Licenses

Available: 1 License

- Annye's 14 Amelia Drive (Awaiting transfer application)
- Nantucket Trading Post 12 Nobadeer Farm Road
- Bartlett's 33 Bartlett Farm Road
- Nantucket Meat and Fish Market 21 Old South Road



Town & County of NANTUCKET, MA

LICENSING & PERMITTING OFFICE
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100 · licensing@police.nantucket-ma.gov

LIQUOR LICENSING || SEASONAL \$15 QUOTAS

SEASONAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2021 Population Estimate is 45,000, which allows for a total of **9 Seasonal Package Stores**.

M.G.L. c. 138, §15: The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission.

The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

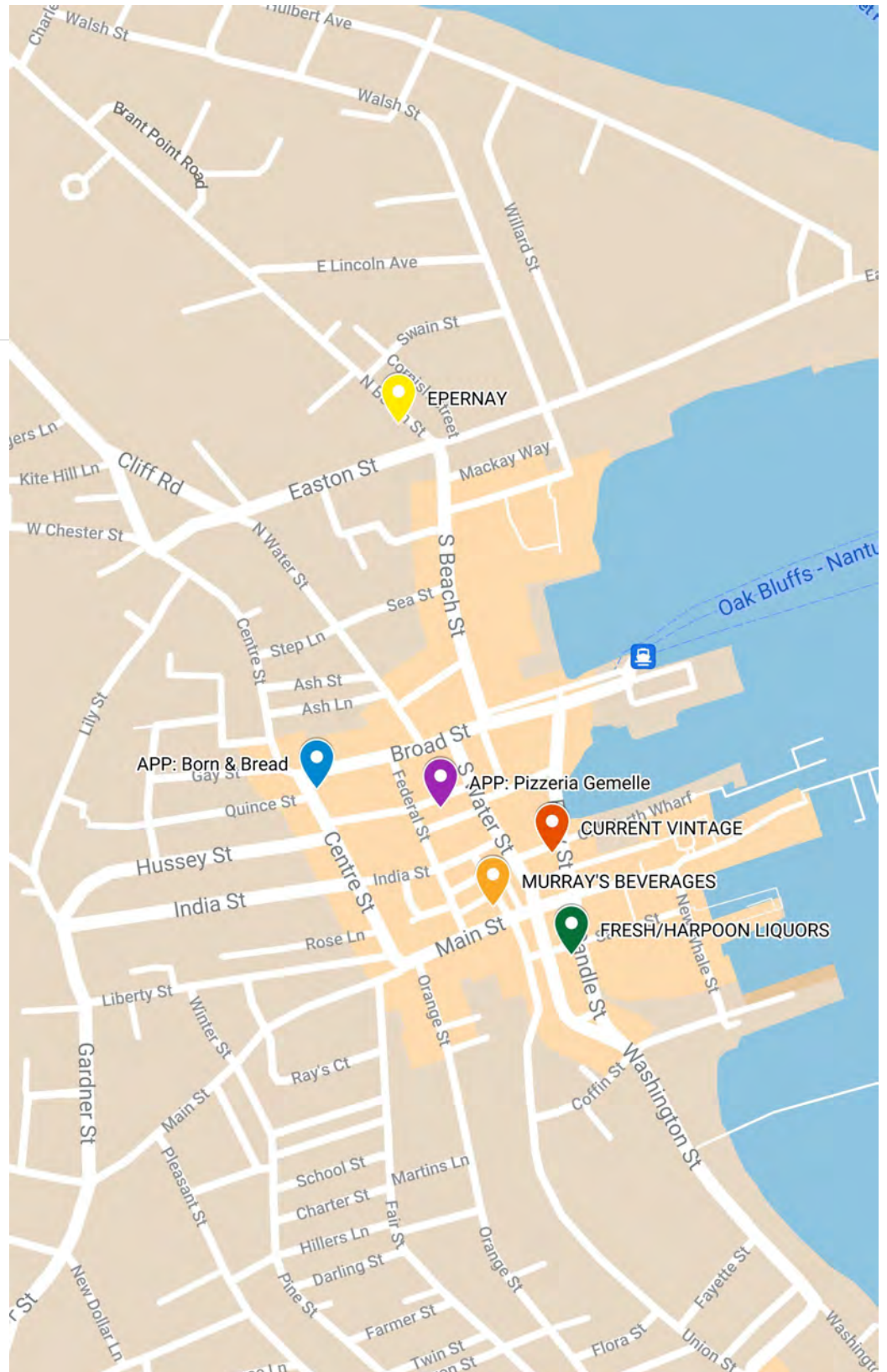
Quota:	9 Licenses
Total Licenses in 2021:	7 Licenses
Available Licenses in 2021:	2 Licenses

- | | |
|-------------------------|-----------------------|
| • 167 Raw | 167 Hummock Pond Road |
| • BRIX | 1 A Windy Way |
| • Current Vintage | 4 Easy Street |
| • Epernay | 1 North Beach Street |
| • Harpoon Liquors/Fresh | 3 Salem Street |
| • Millie's Market | 1 Miller's Way |
| • 'Sconset Bookstore | 100 Sankaty Avenue |

Package Stores - Core

OFF-PREMISE PACKAGE STORES

- APP: Pizzeria Gemelle
- APP: Born & Bread
- CURRENT VINTAGE
- FRESH/HARPOON LIQUORS
- MURRAY'S BEVERAGES
- EPERNAY





*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission*

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number	Nantucket City/Town	04/06/2021 Date Filed with LLA
TRANSACTION TYPE (Please check all relevant transactions):		
☒ New License	☐ Change Corporate Name	☐ Pledge of Collateral (i.e. License/Stock)
☐ Transfer of License	☐ Change of DBA	☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of Manager	☐ Alteration of Licensed Premises	☐ Change of License Type (i.e. club / restaurant)
☐ Change of Beneficial Interest	☐ Change of Location	☐ Change of Category (i.e. All Alcohol/Wine, Malt)
		☐ Change Corporate Structure (i.e. Corp / LLC)
		☐ Change of Hours
		☐ Issuance/Transfer of Stock/New Stockholder
		☐ Management/Operating Agreement

APPLICANT INFORMATION					
Name of Licensee K & K Anderson, LLC			D/B/A Born & Bread Nantucket		
ADDRESS: 35 Center Street	CITY/TOWN: Nantucket	STATE MA	ZIP CODE 02554		
Manager Kimberlee Anderson			Granted under Special Legislation? Yes ☐ No ☒		
\$15 Package Store (i.e. restaurant, package store)	Seasonal (Annual or Seasonal)	Wines and Malt Beverages (i.e. Wines and Malts / All Alcohol)			
			If Yes, Chapter		
			of the Acts of (year)		

LOCAL LICENSING AUTHORITY DECISION	
Please indicate the decision of the Local Licensing Authority: Approves this Application	Please indicate what days and hours the licensee will sell alcohol:

If Approving With Modifications , please indicate below what changes the LLA is making:																			
Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): No	<u>Changes to the Premises Description</u>	Indoor Area		<table border="1" style="width:100%"><thead><tr><th>Floor Number</th><th>Square Footage</th><th>Number of Rooms</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	Floor Number	Square Footage	Number of Rooms												
	Floor Number	Square Footage	Number of Rooms																
Patio/Deck/Outdoor Area	Total Square Footage		Total Square Footage																
			Number of Entrances																
Seating Capacity		Number of Exits																	

Abutters Notified: Yes ☒ No ☐	Date of Abutter Notification 3-12-2021	Date of Advertisement 4-15-21 & 4-22-21
--	--	---

Please add any additional remarks or conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

04/28/2021

Date APPROVED by LLA



BORN & BREAD
35 Centre St.
Nantucket, MA 02554

Attn: Dawn E. Hill Holdgate
Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

April 22, 2021

To the Select Board Members;

The application preceding this cover letter is for a New Seasonal Wine and Malt Beverage Off-Premise Package Store Liquor License at 35 Centre St.

It is our mission to provide the year-round community, and visitors, with a one stop mercantile and bakery offering the best local culinary products available in our local vicinity. It is not our intention to sell alcohol to the masses, we are rather looking to add a small local seasonal beer and wine offering to our existing local grocer section. As you will see from the materials provided we have dedicated only a small retail footprint to alcohol sales, and our current business operations would not allow for expansion of this footprint. This application is in direct response to numerous requests from the public for us to provide them with a local one stop shop.

In these uncertain times, we are also looking to ensure a larger average transaction and create more revenue within our current mission. With a Seasonal Wine and Malt license we feel we would be able to offer quality local products as well as raise our average transaction to a number that would allow us to maintain a local, solid, consistent and responsible year-round business downtown.

I look forward to talking with you more about our plan. Please direct any questions or concerns to: Kevin Anderson, at contact@bornandbreadnantucket.com or feel free to call me personally at 860-655-0170.

Regards,

Kevin J Anderson Esq.
Owner

GLIDDEN & BRESCHER, P.C.

ATTORNEYS AT LAW
P. O. Box 1079
37 CENTRE STREET
NANTUCKET, MASSACHUSETTS 02554
508-228-0771
FAX 508-228-6205
OFFICE@GLIDDENANDGLIDDEN.COM

RICHARD J. GLIDDEN
JESSIE M. GLIDDEN BRESCHER
JOHN B. BRESCHER

JAMES K. GLIDDEN
(1917 – 2009)

April 21, 2021

Via Email Only (EMooney@nantucket-ma.gov)
Nantucket Select Board
Erika Mooney
Operations Administrator

RE: 35 Centre Street
Wine + Malt License

Dear Board Members,

My office is very, very close to 35 Centre Street. We share easements for ramps and HVAC equipment. They run a first-class establishment and have been a benefit to the neighborhood.

I heartedly endorse their application for a Seasonal Wine and Malt Beverages License.

Thank you for your time and consideration, I remain

Very truly yours,



Richard J. Glidden
RJG:alp



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

Nantucket

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

§15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Seasonal

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We are seeking a seasonal off-premise section 15 license for wine and malt beverages to complement our current grab and go food offerings. We consider ourselves a local mercantile that showcases the finest products being produced in our immediate area, our focus is local, and we want to showcase the local beers and wines available specifically in our region. Our current customers repeatedly request alcoholic offerings to ensure we are a in-town "one stop shop."

Is this license application pursuant to special legislation?

☐

Yes

☒

No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

K&K Anderson LLC

FEIN

83-3643840

DBA

Born & Bread Nantucket

Manager of Record

Kimberlee Anderson

Street Address

35 Centre St. Nantucket, MA 02554

Phone

508-228-3700

Email

contact@bornandbreadnantucket.com

Alternative Phone

860-655-0170

Website

bornandbreadnantucket.com

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premises consists of three total levels: A lockable basement level (used for storage only), the first floor (the retail area of the premises, one separate lockable room for storage), and the second floor (this area includes the commercially licensed kitchen space, an lockable office, a chemical storage/mop room, and an employee bathroom)

Total Square Footage: 1792

Number of Entrances: 3

Seating Capacity:

Number of Floors

2

Number of Exits:

3

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Kevin J Anderson Esq.

Phone:

860-655-0170

Title:

Owner

Email:

contact@bornandbreadnantucket.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

02/2019

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal

Residential Address

SSN

DOB

Kimberlee Anderson

9 Raceway Dr. Nantucket MA 02554

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Owner

50

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Kevin Anderson

9 Raceway Dr. Nantucket Ma 02554

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Owner

50

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Kevin Anderson	\$12 seasonal	Nantucket Hospitality Group LLC	Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Centre of Town LLC

Landlord Phone 508-901-4145

Landlord Email jking@remianventures.com

Landlord Address 58 Main St./ Box 868 Nantucket, MA 02554

Lease Beginning Date 02/2019

Rent per Month \$100

Lease Ending Date option 02/2023

Rent per Year \$1200

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	NA
C. Other * (Please specify below)	\$35,000
D. Total Cost	\$35,000

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Nantucket Bank	\$35,000	Business Loan	☐ Yes ☒ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

--

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

--

APPLICANT'S STATEMENT

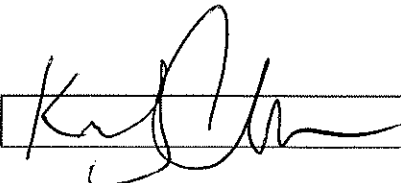
I, Kevin Anderson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of K&K Anderson LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 
Title: Owner

Date: 03/01/2021



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001369662

1. The exact name of the limited liability company is: K&K ANDERSON LLC

2a. Location of its principal office:

No. and Street: 9 RACEWAY DRIVE

City or Town: NANTUCKET

State: MA

Zip: 02554

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 9 RACEWAY DRIVE

City or Town: NANTUCKET

State: MA

Zip: 02554

Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

FOOD SERVICE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KEVIN ANDERSON

No. and Street: 9 RACEWAY DR.

City or Town: NANTUCKET

State: MA

Zip: 02554

Country: USA

I, KEVIN J ANDERSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KEVIN J ANDERSON	9 RACEWAY DRIVE NANTUCKET, MA 02554 USA
MANAGER	KIMBERLEE A ANDERSON	9 RACEWAY DRIVE NANTUCKET, MA 02554 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
-------	--	---

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

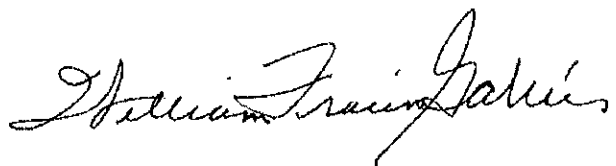
SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of February, 2019,
KEVIN J ANDERSON

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 21, 2019 09:26 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
02/19	current	OWNER	K&K Anderson LLC	
2011	2019	Registered Nurse	Nantucket Cottage Hospital	Jennifer Monto
2006	2011	Tech/Registered Nurse	Baystate Medical Center	Mike Davis

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

CORPORATE VOTE

The Board of Directors or LLC Managers of

K&K Anderson LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

03/01/2021

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| ☒ New License | ☐ Change of Location | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Alteration of Licensed Premises | ☐ Change of License Type (i.e. club / restaurant) | ☐ Pledge of Collateral (i.e. License/Stock) |
| ☐ Change of Manager | ☐ Change Corporate Name | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Management/Operating Agreement |
| ☐ Change of Officers/
Directors/LLC Managers | ☐ Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | ☐ Issuance/Transfer of Stock/New Stockholder | ☐ Change of Hours |
| | ☐ Other | | ☐ Change of DBA |

"VOTED: To authorize

Kevin Anderson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

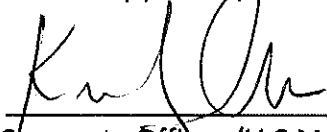
"VOTED: To appoint

Kimberlee Anderson

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



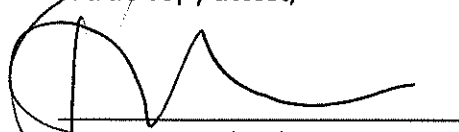
Corporate Officer / LLC Manager Signature

KEVIN J ANDERSON

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

KIMBERLEE ANDERSON

(Print Name)

Lease Renewal Agreement

This Lease Extension Agreement ("Agreement") is made this 21st day of December, 2020 by and between **Centre of Town, LLC**, a Massachusetts limited liability company (the "Landlord") with an address of 58 Main Street, P.O. Box 868, Nantucket, Massachusetts 02554, and **K&K Anderson, LLC**, a Massachusetts limited liability company (the "Tenant") with an address of 9 Raceway Drive, Nantucket, Massachusetts 02554.

The Landlord and Tenant shall be referred to as the "Parties" and agree to the following:

Section 1. Premises. This Agreement refers to the property located at 35 Centre Street, Nantucket, Massachusetts (the "Premises").

Section 2. Lease. This Agreement refers to the lease agreement dated March 28, 2019 ("Lease").

Section 3. Renewal Period. For good consideration, the Parties agree to extend the term of the Lease by one-year from December 31, 2020 through December 31, 2021 ("First Extension") on all the same terms and conditions of the Lease, subject to Section 5 below of this Agreement.

Section 4. Effective Date. This Agreement shall be in effect on December 31, 2020.

Section 5. Other Terms. In addition to the First Extension, the Parties agree to further amend the Lease by amending Section 6 of the Lease so that [REDACTED] [REDACTED] First Extension, [REDACTED] [REDACTED] for Tenant's business.

IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Landlord:

Tenant:

Centre of Town, LLC

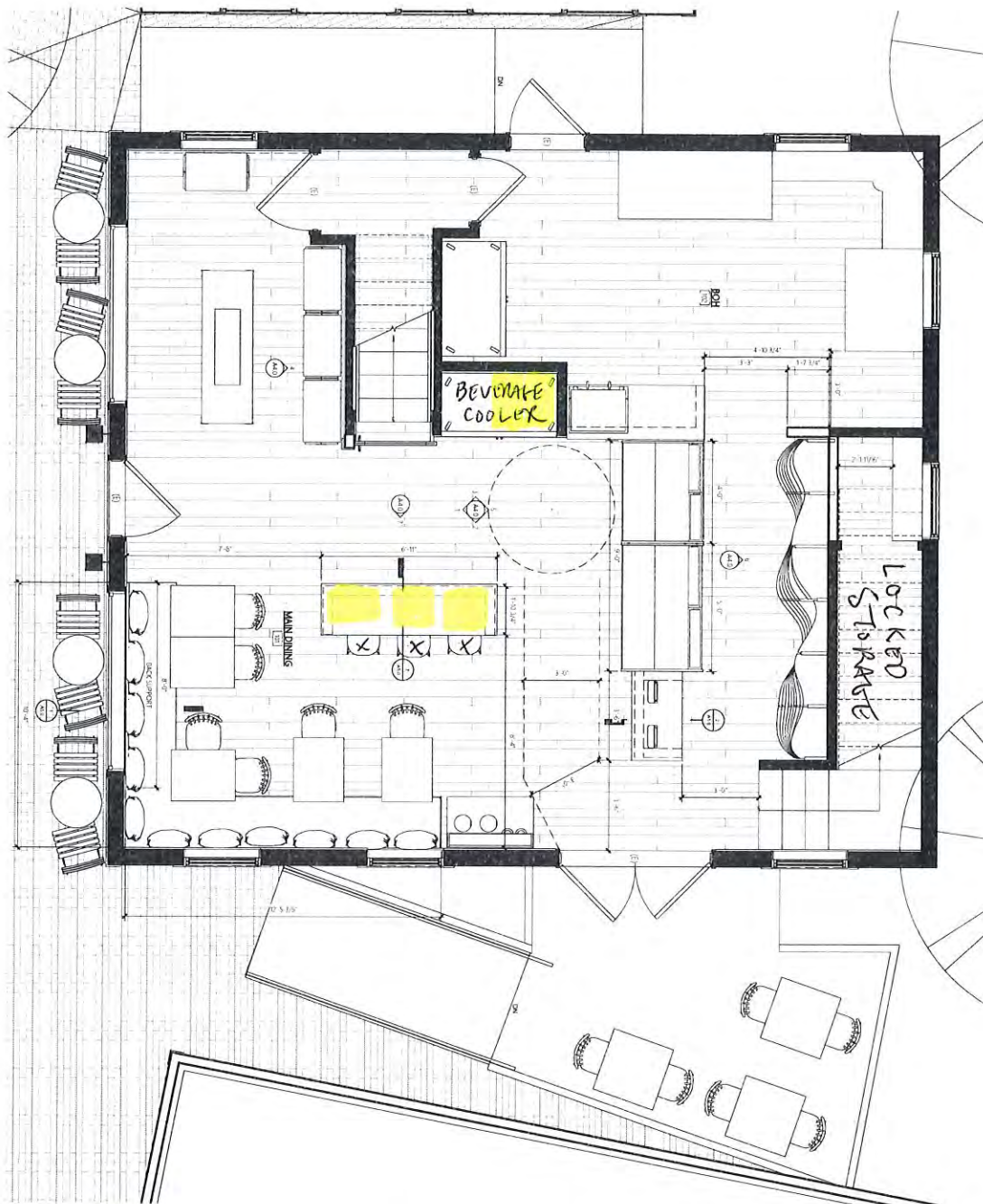
K&K Anderson, LLC

By: Cecil Barton Jensen
Name: Cecil Barton Jensen
Title: Exec. Dir.

By: Kevin J. Anderson
Name: KEVIN J. ANDERSON
Title: owner

FLOOR PLAN LEGEND:
 ■ EXISTING WALL
 ■ EXISTING WINDOW
 ■ NEW WALL

FLOOR PLAN NOTES:
 ALL DIMENSIONS ARE TO FINISH FACE
 UNLESS NOTED OTHERWISE (AND)



• DEDICATED RETAIL SPACE
 FOR ALCOHOL SALES

1 FLOOR PLAN (GROUND LEVEL)



REVISION	DATE
1.0000	2/1/2019
1.0001	2/1/2019
1.0002	2/1/2019
1.0003	2/1/2019
1.0004	2/1/2019
1.0005	2/1/2019
1.0006	2/1/2019
1.0007	2/1/2019
1.0008	2/1/2019
1.0009	2/1/2019
1.0010	2/1/2019
1.0011	2/1/2019
1.0012	2/1/2019
1.0013	2/1/2019
1.0014	2/1/2019
1.0015	2/1/2019
1.0016	2/1/2019
1.0017	2/1/2019
1.0018	2/1/2019
1.0019	2/1/2019
1.0020	2/1/2019
1.0021	2/1/2019
1.0022	2/1/2019
1.0023	2/1/2019
1.0024	2/1/2019
1.0025	2/1/2019
1.0026	2/1/2019
1.0027	2/1/2019
1.0028	2/1/2019
1.0029	2/1/2019
1.0030	2/1/2019
1.0031	2/1/2019
1.0032	2/1/2019
1.0033	2/1/2019
1.0034	2/1/2019
1.0035	2/1/2019
1.0036	2/1/2019
1.0037	2/1/2019
1.0038	2/1/2019
1.0039	2/1/2019
1.0040	2/1/2019
1.0041	2/1/2019
1.0042	2/1/2019
1.0043	2/1/2019
1.0044	2/1/2019
1.0045	2/1/2019
1.0046	2/1/2019
1.0047	2/1/2019
1.0048	2/1/2019
1.0049	2/1/2019
1.0050	2/1/2019
1.0051	2/1/2019
1.0052	2/1/2019
1.0053	2/1/2019
1.0054	2/1/2019
1.0055	2/1/2019
1.0056	2/1/2019
1.0057	2/1/2019
1.0058	2/1/2019
1.0059	2/1/2019
1.0060	2/1/2019
1.0061	2/1/2019
1.0062	2/1/2019
1.0063	2/1/2019
1.0064	2/1/2019
1.0065	2/1/2019
1.0066	2/1/2019
1.0067	2/1/2019
1.0068	2/1/2019
1.0069	2/1/2019
1.0070	2/1/2019
1.0071	2/1/2019
1.0072	2/1/2019
1.0073	2/1/2019
1.0074	2/1/2019
1.0075	2/1/2019
1.0076	2/1/2019
1.0077	2/1/2019
1.0078	2/1/2019
1.0079	2/1/2019
1.0080	2/1/2019
1.0081	2/1/2019
1.0082	2/1/2019
1.0083	2/1/2019
1.0084	2/1/2019
1.0085	2/1/2019
1.0086	2/1/2019
1.0087	2/1/2019
1.0088	2/1/2019
1.0089	2/1/2019
1.0090	2/1/2019
1.0091	2/1/2019
1.0092	2/1/2019
1.0093	2/1/2019
1.0094	2/1/2019
1.0095	2/1/2019
1.0096	2/1/2019
1.0097	2/1/2019
1.0098	2/1/2019
1.0099	2/1/2019
1.0100	2/1/2019

A1.0

BORN AND BREAD

35 CENTRE STREET
 NANTUCKET, MA 02554

© Copyright 2019 by Born and Bread
 All rights reserved. No part of this publication
 may be reproduced without written consent of Born and Bread



BORN
 AND
 BREAD



TOWN OF NANTUCKET

LIQUOR LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....CENTRE OF TOWN LLC
MAILING ADDRESS.....C/O REMAIN NANTUCKET LLC, POB 359, NANTUCKET MA 02554
PROPERTY LOCATION.....35 CENTER ST
ASSESSORS MAP/PARCEL.....4231-3
SUBMITTED BY:.....ANDERSON

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land whose property directly touches the proposed property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

Digitally signed by Rob Ranney

DN: cn=Rob Ranney, o=Town of Nantucket,
ou=Assessor's Office,

email=rranney@nantucket-ma.gov, c=US

Date: 2021.03.12 10:13:06 -05'00'

3-12-2021

DATE

ASSESSOR'S OFFICE

TOWN OF NANTUCKET

KLAUDIUS & LEIPA LLC
91 WASHINGTON ST
NANTUCKET, MA 02554

TWENTY FOUR BROAD STREET INC
PO BOX 1829
NANTUCKET, MA 02554

GLIDDEN RICHARD J & KATHRYN L
PO BOX 816
NANTUCKET, MA 02554

FIRST CONGREGATIONAL CHURCH
BOX 866
NANTUCKET, MA 02554

MIDDLE C LLC
C/O PHILBRICK MELISSA
PO BOX 868
NANTUCKET, MA 02554



Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, April 28, 2021 the Board approved the application for a new Seasonal Wine and Malt Beverages Package Store License for K & K Anderson, LLC dba Born & Bread Nantucket, Kimberlee Anderson, Manager, for the premises located at 35 Centre Street, Nantucket, MA 02554. The Board determined that this new \$15 package store license is not detrimental to the spiritual activities of the First Congregational Church, 62 Center Street, Nantucket, MA 02554. The First Congregational Church is located within 500 feet of the licensed premises of Born & Bread.

Dawn Hill Holdgate, Chair

Jason Bridges, Vice Chair

Matt Fee

Kristie Ferrantella

Melissa Murphy



Agenda Item Summary

Agenda Item #	X. 6a. & 6b.
Date	4/28/2021

Staff

Amy Baxter, Licensing Administrator

Subject

New applications for LH Manager Northeast, LLC dba Faraway Hotel, 11 India Street, Evan Bailey, Manager: Common Victualler with Annual All-Alcoholic Beverages Innholder License and Non-Live Entertainment License

Executive Summary

The new Faraway Hotel with on-site restaurant located at 11 India Street is requesting a Common Victualler with Annual All-Alcoholic Beverages Innholder License for room service for 58 hotel rooms and On-Premise consumption for a 145-seat indoor restaurant with covered patio seating. The request includes a Non-Live Entertainment License for recorded background music.

Staff Recommendation

Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;

ABCC and courts prefer findings be based on the following:

1. The appropriateness of a liquor license at a particular location

- The Faraway Hotel is in the downtown Historic District and within walking distance of the majority of restaurants, shops and transportation for the island.

2. The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On-Premise Licenses:	43
Seasonal On-Premise Licenses:	41

3. The views of the inhabitants of the locality in which a license is sought

- No written comments have been received.



4. Traffic, noise, size (typically applies to a new location)

- The Faraway Hotel property is in the heart of the Historic District. It formerly was the site for multiple business to include an Inn, restaurant, coffee shop and retail shops. There is no recent history of a Liquor License at this location. The former restaurant operated as a BYOB location.

5. The sort of operation that carries the license

- This is a new establishment.

6. The reputation of the applicant

- This is a new applicant.

Background/Discussion

See attached Special Permit for full ruling on property.

EXHIBIT A to the MCD (Major Commercial Development) has the following conditions in relation to operations of Common Victualler, Liquor and Entertainment Licenses:

#9 No exterior televisions shall be permitted within the outdoor restaurant and bar patio.

#11 The Restaurant with bar may serve breakfast, lunch, and dinner to the general public, with the permitted hours of operation for the interior seats being daily, from 7:00 AM to 1:00 AM (approximate range of service: breakfast 7:00 to 10:00 AM; lunch 11:30 AM to 2 PM; and dinner 5:30 PM to 12:00 AM, with the bar closing at 1:00 AM) and for the exterior seats being daily, from 7:00 AM to 10:00 PM (approximate range of service: breakfast 7:00 to 10:00 AM; lunch 11:30 AM to 2 PM; and dinner 5:30 PM to 10:00 PM). There shall be no food or beverage service provided to customers in the exterior seats between 10:00 PM and 7 AM. Room service may also be provided. Food will be prepared in two on-site commercial kitchens (split between two levels in the Meeting House). Alcoholic beverages will be served in accordance with all local, state, and federal laws. **(Licensing Comment: NO Alcohol Service permitted until 8am Monday – Saturday and 11:00 am Sunday)**

#13 No loud music or other noise violating Chapter 101 of the Code or any other provisions of law from time to time in effect shall be permitted in the Hotel or Restaurant. After 10:00 P.M., televisions, stereos, and the like shall be operated so as not to be audible upon any adjacent property. There shall be no music (amplified or otherwise) outside on the Locus between 9:00 PM and 7:00 AM. The Hotel and Restaurant shall be air conditioned, and the doors and windows of all public areas of the Hotel and Restaurant shall remain closed to minimize the impact of the sound of any amplified music within the interior of the Restaurant and to prevent any disturbance to adjacent properties.

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

N/A

Board/Commission Recommendation

N/A



Public Outreach

Inquirer and Mirror Public Notice; Abutter Notification

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

N/A

Attachments

Select Board Liquor License Public Hearing Process; ABCC Summary Form; Town Liquor/Common Victualler/Entertainment License application; menus; ABCC Application; Floor Plans; Abutter list; 2021 Full Liquor License List; Planning Board Special Permit #40-19; Determination Letter



Board of Selectmen Liquor License Public Hearing Process

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
 - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
 - the appropriateness of a liquor license at a particular location
 - the number of existing dispensaries in Town
 - the views of the inhabitants of the locality in which a license is sought
 - traffic, noise, size (typically applies to a new location)
 - the sort of operation that carries the license
 - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|--|---|---|
| ☒ New License | ☐ Change Corporate Name | ☐ Pledge of Collateral (i.e. License/Stock) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Change of DBA | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change of Hours |
| ☐ Change of Manager | ☐ Alteration of Licensed Premises | ☐ Change of License Type (i.e. club / restaurant) | ☐ Issuance/Transfer of Stock/New Stockholder |
| ☐ Change of Beneficial Interest | ☐ Change of Location | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee	LH Manager Northeast	D/B/A	Faraway Hotel				
ADDRESS:	11 India Street	CITY/TOWN:	Nantucket	STATE	MA	ZIP CODE	02554
Manager	Evan Bailey			Granted under Special Legislation?	Yes ☐ No ☒		
\$12 Hotel	Annual	All Alcoholic Beverages		If Yes, Chapter			
(i.e. restaurant, package store)	(Annual or Seasonal)	(i.e. Wines and Malts / All Alcohol)		of the Acts of (year)			

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:	Approves this Application	Please indicate what days and hours the licensee will sell alcohol:	Mon. - Sat. 8am - 1am
Sunday 11am - 1am
--	--	---	--

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): No	Changes to the Premises Description	Indoor Area		Floor Number	Square Footage	Number of Rooms
	Patio/Deck/Outdoor Area	Total Square Footage	Number of Entrances			
	Total Square Footage		Number of Exits			
	Seating Capacity					

Abutters Notified: Yes ☒ No ☐	Date of Abutter Notification	4/15/21	Date of Advertisement	4/15/21 & 4/22/21
--	------------------------------	--------------------------------------	-----------------------	--

Please add any additional remarks or conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

04/28/2021

Date APPROVED by LLA

**MCDERMOTT
QUILTY &
MILLER LLP**

28 STATE STREET, SUITE 802
BOSTON, MA 02109

March 18, 2021

VIA FEDERAL EXPRESS

Ms. Dawn E. Hill Holdgate, Chair
Select Board, Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554

**Re: New Section 12 Innholder License and Common Victualler License
11 India Street, Nantucket, Massachusetts 02554
LH Manager Northeast, LLC d/b/a Faraway Hotel**

Dear Chair Holdgate:

Enclosed herewith, please find two (2) copies of each of the following documents for filing with the Select Board for Nantucket:

1. ABCC Monetary Transmittal Form;
2. ABCC Application for New License;
3. ABCC Applicant's Statement;
4. ABCC Corporate Vote Form;
5. ABCC CORI Request Forms;
6. ABCC Beneficial Interest Exemption Request Form (with Exhibits);
7. US Passport (Manager of Record);
8. Certificate of Organization;
9. Floor Plan;
10. Lease Agreement;
11. Common Victualler License Application;
12. Sample Menu; and
13. Copy of Food Establishment Permit Application as filed with the Health Department.

As noted on the Monetary Transmittal Form, the \$200.00 payment due to the ABCC has already been processed by the applicant online. However, please also find enclosed herewith one (1) check payable to the Town of Nantucket in the amount of \$20.00 and one (1) check payable to the Town of Nantucket in the amount of \$200.00 for applicable filing fees, as well as one (1) check payable to the Inquirer & Mirror in the amount of \$277.60 for applicable advertisement fees.

Please kindly schedule the foregoing application for a hearing on the earliest such available date, and please kindly confirm the date on which the necessary legal advertisement will be published so that the applicant may arrange for mailing of the necessary abutter notices.

Should you have any questions and/or require any additional materials, please do not hesitate to contact me. Thank you for your attention and assistance in this matter.

Very truly yours,

/s/ Dennis A. Quilty

Dennis A. Quilty

Enclosures



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

APPLICANT

Primary Contact Name **Bethany Oliver**

Title **Executive Director**

Company name **Theatre Workshop of Nantucket**

DBA **Theatre Workshop of Nantucket**

Primary Phone **5082284305**

Primary E-mail **boliver@theatrenantucket.org**

Primary Mailing Address **PO Box 1297 Nantucket MA 02554**

License Manager **Bethany Oliver**
(if different than Primary)

Manager Cell Phone **774-236-9944**

Manager E-mail **boliver@theatrenantucket.org**

PREMISES

Licenses Applying For:

☐

LIQUOR

☐

COMMON VICTUALLER

☒

ENTERTAINMENT

Address of Establishment: **39 Bartlett Farm Rd Nantucket MA**

Description of Premises:

Open field across from farm market.

Total Sq. Footage: **19,000**

of Exits **1**

of Entrances **1**

Proposed Seating Capacity Interior

Proposed Seating Capacity Exterior **150**

Is this a Change of Use for the Premises? ☒ YES ☐ NO

If Yes, What was the former Business/Occupant? **Open field on farm**

Is there a Special Permit or any Planning Board Decision involving the property? ☐ YES ☒ NO
(If Yes, Please Include a copy with the application)

Describe Any Planned Renovations to the Premises: (Include any HDC approval for renovations if applicable)

Installation of a temporary wooden stage structure 30x50 ft., portable, tables and chairs, temporary light and sound trees.



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ENTERTAINMENT LICENSE

SELECT ENTERTAINMENT LEVEL BELOW:

- ☐ LEVEL 1: BACKGROUND: Non-Amplified Music through House Sound System Only to include: Radio/CD/iPod/TV
- ☐ LEVEL 2: LIVE ACOUSTIC: Level 1 + Non-Amplified/Acoustic Live Music to include Instruments, Vocalists – no additional speakers, microphones or amplification
- ☐ LEVEL 3: LIVE AMPLIFIED: Level 1-2 + Amplified Live Music to include Disc Jockey, Instruments and Vocalists with amplification
- ☒ LEVEL 4: AMPLIFIED DANCE: <100 Occupancy: Level 1-3 + Dance Floor, Theater
- ☐ LEVEL 5: NIGHTCLUB: Level 1-4' Occupancy >100

Please Describe your Plan for Entertainment (i.e. Low Level Background Music; Live Bands, Dancing, Special Events, etc.)

Theatrical amplification for actors and three live musicians.

Please Describe Location for Entertainment to include areas for background music and location of Live Music, Dance Floor, etc.

(Include Floor Plan with Location of Live Music Highlighted)

attached

Will Seating, Tables or Furniture of any kind be moved to create room for Dancing and/or Live Entertainment? ☐ Yes ☒ No

All Proposed Floor Plans and Set-ups must be submitted and approved by the Building & Fire Departments before a License is issued.

Entertainment Hours Interior:	Mon.	Tues.	Wed.	Thurs.
	Fri.	Sat.	Sun.	
Entertainment Hours Exterior:	Mon.	Tues. 7:30-:930pm	Wed. 7:30-:930pm	Thurs. 7:30-:930pm
	Fri. 7:30-:930pm	Sat. 7:30-:930pm	Sun.	



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ADDITIONAL INFO

DBA Theatre Workshop of Nantucket

Premises Address 39 Bartlett Farm Rd

License Applied For Entertainment

Proposed License Manager Bethany Oliver

Additional Information attached.



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

APPLICANT

Primary Contact Name **Evan Bailey**

Title **Manager of Record**

Company name **LH Manager Northeast, LLC**

DBA **Faraway Hotel**

Primary Phone **855-976-1796**

Primary E-mail **evan@life-house.com**

Primary Mailing Address **110 E 25th St, New York, NY 10010**

License Manager **Evan Bailey**
(if different than Primary)

Manager Cell Phone **(203) 249-2635**

Manager E-mail **evan@life-house.com**

PREMISES

Licenses Applying For:



LIQUOR



COMMON VICTUALLER



ENTERTAINMENT

Address of Establishment: **11 India Street, Nantucket, MA 02554**

Description of Premises:

The licensed premise to include the entirety of the "Faraway Hotel," which consists of (i) the 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio, (b) certain other restrooms, kitchen, storage areas, refrigerators, freezers and other back of house areas, (c) outdoor patio on private property directly adjacent to the restaurant space, and (d) the right to provide room service and other related food and beverage service to the fifty-eight (58) guest rooms within the hotel.

Total Sq. Footage: **28,457 total** # of Exits **4**

of Entrances **2**

Proposed Seating Capacity Interior

Proposed Seating Capacity Exterior

Is this a Change of Use for the Premises? ☐ YES ☒ NO

If Yes, What was the former Business/Occupant?

Is there a Special Permit or any Planning Board Decision involving the property? ☐ YES ☒ NO
(If Yes, Please Include a copy with the application)

Describe Any Planned Renovations to the Premises: (Include any HDC approval for renovations if applicable)

N/A



TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

COMMON VICTUALLER LICENSE APPLICATION

DBA

Address of Proposed Licensed Premises 11 India Street, Nantucket, MA 02554

Date of Plan Review Submission to Health Department (Please Include a copy with this application): See attached as submitted.

Please Describe Plan for Food Services (i.e. Breakfast, Brunch, Lunch, Sinner, Late Night Menu, Raw Bar, Take-out, etc.)

(Please include a copy of a sample menu)

Food services to include coffee to-go and light breakfast, pre-made sandwiches for lunch (all takeaway, not serviced) , with full dinner service and bar service, as well as related food and beverage services throughout the Faraway Hotel (i.e., room service).

Please Describe Food Service Premises to include Seating Area (Banquets, high-tops, etc.); Take-out Counter; Grab and Go Coolers, etc.

The licensed premise to include the entirety of the "Faraway Hotel," which consists of (i) the 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio, (b) certain other restrooms, kitchen, storage areas, refrigerators, freezers and other back of house areas, (c) outdoor patio on private property directly adjacent to the restaurant space, and (d) the right to provide room service and other related food and beverage service to the fifty-eight (58) guest rooms within the hotel.

Hours of Operation for Food Service: Mon. 7AM-11PM Tues. 7AM-11PM Wed. 7AM-11PM Thurs. 7AM-11PM
Fri. 7AM-11PM Sat. 7AM-11PM Sun. 7AM-11PM

Has Applicant applied for or managed any other Nantucket CV Licenses in the past 10 years? ☐ Yes ☒ No

If Yes, Please List Establishments and Dates:

ADDITIONAL REQUIREMENTS

Please Include the following with your CV Application:

Health Department Plan Review

Sample Menu

Floor Plan to include Exterior Premises if applicable

Any Decisions related to Food Service/Premises to include: Special Permits; HDC Approval; Planning Board or Zoning Reviews

Fees Due with CV Application:

\$20 Application Fee (Made Payable to Town of Nantucket)

\$277.60 Legal Notice Fee (Made Payable to Inquirer & Mirror)

Grab N Go

This menu will all be pre-made, in disposable packaging, and intended to be consumed cold. It is optimized for people to grab a coffee and pick up some food on their way to the beach.

Sonhos Donuts

Portuguese donut holes tossed in lemon sugar or cinnamon sugar

Yogurt Parfait

Greek yogurt with mixed berry compote and house granola

Scone

Rotating daily scone provided by local bakery

Fudgy Brownie

Our classic homemade fudgy brownie

Kale Caesar Salad

Baby kale, parmesan, caesar dressing, pita croutons

House Salad

Mixed Green, toasted pistachio, artichoke hearts, cucumbers, tomato, citrus vin

Beach Snacks

Housemade hummus and baba ganoush with pita chips and veggies

VLT Wrap

Roasted mushroom and aubergine with avocado, roast tomato and romesco

Portuguese Chicken Wrap

Roasted chicken, piri piri sauce, pickled peppers, lettuce, roasted tomato

Roast Beef Sandwich

Roasted beef with manchego cheese, remoulade, lettuce and tomato on local sourdough

Sister Ship Sample Menu

Small Plates

BOLO DO CACO

Portuegese bread, grilled and served with a lime-guava butter

N.E OYSTERS

Moonface Oysters served on the halfshell with spiced rum granita

BABY CRAB CAKES

Jumbo lump crab meat pan fried and served with a pommery mustard sauce

SMOKED SALMON CROQUETAS

Everything seasoning, scallion cream cheese

BOUREKAS

Mushroom, feta, potato, spinach

CAULIFLOWER

Crispy cauliflower served with harissa and roasted lemon

ESPETADA

A traditional Madeiran dish of marinated beef grilled on a bay leaf stick

Shared Plates

GUACAMOLE

House-made cassava chips with guacamole

MEDITERRANEAN CHIPS & DIP

Hummus, baba ganoush, pita chips

ISRAELI SALAD

Local greens, tomato, cucumber, red onion, carrots, amba vinaigrette, crispy chickpeas

CHOPPED SALAD

Iceberg lettuce, cherry tomatoes, red onion, chickpeas, hearts of palm, lemon vinaigrette

OCTOPUS A LA GALLEGA

Potato, Pimenton, Piquillo Aioli

CRUDO DEL DIA

Today's catch, thinly sliced served simply with citrus and calabrian chili oil

EGGPLANT TOAST

Roasted eggplant blended with spices served over grilled bread with fresh goat cheese

JERK CHICKEN WINGS

Habanero, lime, spices, served with remoulade

Mains

DAILY CATCH

Today's catch, simply grilled, served with lemon beurre blanc and crispy rock shrimp

PIRI PIRI CHICKEN

Portuguese chicken, slow roasted and grilled served with mixed greens and blistered potatoes

LAMB SHANK TAGINE

Colorado lamb shank braised in red wine with preserved lemon and olives

RIBEYE

16 oz ribeye sliced off the bone, rubbed with harissa and served with blistered potatoes

Coffee Program

Coffee

Drip Coffee
Espresso
Cappuccino
Latte
Cold Brew
Elderflower Cold Brew Spritz
Cold Brew Mojito
Cold Brew Old Fashioned

Matchas

Ceremonial Matcha
Matcha Latte
Butterfly Pea Matcha Lemonade
Hibiscus Matcha

Wellness Lattes

Pink Beet Latte
Golden Turmeric Latte
Blue Butterfly
Pea Latte

Vegan Mylks

Oat
Almond
Coconut
Macadamia

Syrups

Rose
Hibiscus
Lavender
Orange & Burnt Sage
Butterfly Pea

Add-Ons

CBD Hemp Oil
B12 Shot
Vegan Protein
Collagen Peptides



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
☒ On-Premises	☒ §12 Hotel	☒ All Alcoholic Beverages	☒ Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Application for New License (Section 12 Inn Holder).

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The licensed premise to include the entirety of the "Faraway Hotel," which consists of (i) the 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio, (b) certain other restrooms, kitchen, storage areas, refrigerators, freezers and other back of house areas, (c) outdoor patio on private property directly adjacent to the restaurant space, and (d) the right to provide room service and other related food and beverage service to the fifty-eight (58) guest rooms within the hotel.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	☒ LLC	Date of Incorporation	3/1/2019
State of Incorporation	☒ Delaware	Is the Corporation publicly traded?	☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
LocalHouse Acquisitions, LLC	8 The Green, Suite R, Dover, DE 19901	N/A	N/A

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Sole LLC Member (LH Manager Northeast, LLC)	100% of Licensee	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Local.House International, Inc.	1209 Orange Street, Wilmington, DE 19801	N/A	N/A

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Sole LLC Member (Local.House International, Inc.)	0% of Licensee	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Rami Zeidan	45 SW 9th Street, Apt. 3906, Miami, FL 33130	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CEO of Local.House International, Inc.	0% of Licensee	☐ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached? ☒ Yes ☐ No

** See attached Beneficial Interest Exemption Request Form **

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Local House International Inc. (Indirect)	Management Entity of Hotels	HUSA LH JF LLC, HUSA LH JZ LLC, HUSA LH VN LLC, and HNA LH OD, LLC	Florida

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease ☒

Landlord Name 11 India Street, LLC

Landlord Phone N/A

Landlord Email N/A

Landlord Address 105 Newbury Street, 4th Floor, Boston, MA 02116

Lease Beginning Date TBD

Rent per Month \$50,000.00

Lease Ending Date TBD

Rent per Year \$600,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other * (Please specify below)	\$20,000.00
D. Total Cost	\$20,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
LH Manager Northeast, LLC	\$20,000.00
Total	\$20,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The applicant shall finance the entirety of the costs associated with this application (general start-up expenses) with its own cash funds.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

N/A

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A			

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
03/2019	Present	VPOperations	LifeHouseHotels	
07/2013	03/2019	Associate	Hotel Asset Management at Starwood Capital Group	
05/2012	05/2013	GraduateStudent	CornellUniversity	N/A
2010	2011	VariousRoles	Thompson Hotels & Nantucket Island Resorts	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

I, Rami Zeidan the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☐ LLC/LP manager
Authorized Signatory

of LH Manager Northeast, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Signature]

Date: 2.17.2021

Title: CEO and Founder

CORPORATE VOTE

The Board of Directors or LLC Managers of

LH Manager Northeast, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Norfolk, MA

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| ☒ New License | ☐ Change of Location | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Alteration of Licensed Premises | ☐ Change of License Type (i.e. club / restaurant) | ☐ Pledge of Collateral (i.e. License/Stock) |
| ☐ Change of Manager | ☐ Change Corporate Name | ☐ Change of Category (i.e. All Alcohol/Wine, Mart) | ☐ Management/Operating Agreement |
| ☐ Change of Officers/
Directors/LLC Managers | ☐ Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | ☐ Issuance/Transfer of Stock/New Stockholder | ☐ Change of Hours |
| | ☐ Other <u> </u> | ☐ Change of DBA | |

"VOTED: To authorize

Rami Zeidan

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

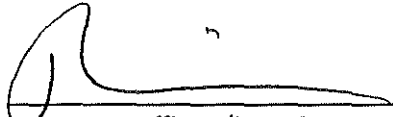
"VOTED: To appoint

Evan Bailey

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer / LLC Manager Signature

Rami Zeidan

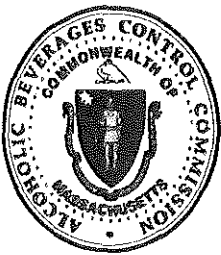
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Applicant Name: LH Manager Northeast, LLC

Primary Contact Person for Applicant:

Name: Dennis A. Quilty, Esq.
Telephone Number: 617-946-4600
Email Address: dquilty@mqmlp.com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23, for the following individuals and/or entities (use additional pages if necessary):

Name	Percent ownership in license	Control over operation of license?
Local House Acquisitions, LLC	100% Member of Licensee	Yes / No X
Local.House International, Inc.	100% of Local House Acquisitions, LLC	Yes / No X
Rami Zeidan	21% of Local.House International, Inc.	Yes / No X

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

☒ Criminal Offender Record Information ("CORI") Authorization Forms

☒ Personal Information Forms

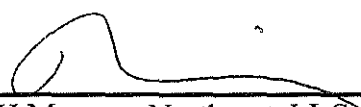
☐ Identity of Individuals and/or Entities

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages if necessary):

The Licensee entity (LH Manager Northeast, LLC) has one LLC Member holding a 100% beneficial interest therein, being Local House Acquisitions, LLC. The local Manager of Record of the Licensee entity shall be Evan Bailey, though he will hold no direct beneficial interest in the Licensee entity itself. As disclosed in the attached flowchart (Exhibit A), the Licensee entity is ultimately owned by Local.House International, Inc., as follows: (i) LH Manager Northeast, LLC is held 100% by Local House Acquisitions, LLC; and (ii) Local House Acquisitions, LLC is held 100% by Local.House International, Inc. The individuals who are involved in the operation of the Licensee entity itself (being Evan Bailey as Manager of Record, and Rami Zeidan as the CEO and controlling shareholder of Local.House International, Inc.) have already engaged in full personal disclosures and have submitted CORI Request Forms to the ABCC in connection with the instant application.

Due to the intricate, complex and de minimus interest(s) held further within Local.House International, Inc., the applicant is requesting that LH Manager Northeast, LLC be exempt from the requirements of providing CORI Request Forms, Personal Information Forms, or any further identifying information for any additional individuals and/or entities involved upstream beyond Local.House International, Inc. as shown on the attached flowchart and as listed above. Notwithstanding, for additional clarity aiding the ABCC's review of the instant application and in the spirit of transparency, the applicant provides herewith as Exhibit B a copy of Local.House International, Inc.'s capitalization table which evidences the myriad non-controlling investors holding interests in the upstream parent company. However, as stated, Rami Zeidan is the CEO and controlling shareholder of Local.House International, Inc., holding a 21% interest therein, and has fully engaged in personal disclosures as part of LH Manager Northeast, LLC's instant application. Given the high number of other individuals and entities involved, and the minimal non-controlling interests held by each in the parent company, it would be unduly burdensome and present great hardship to require the Licensee to provide additional information and/or documentation for foregoing entities and individuals who, again, retain no direct operational control over the Licensee and/or liquor license.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Request, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signed: 

LH Manager Northeast, LLC
By: Rami Zeidan

Exhibit “A”

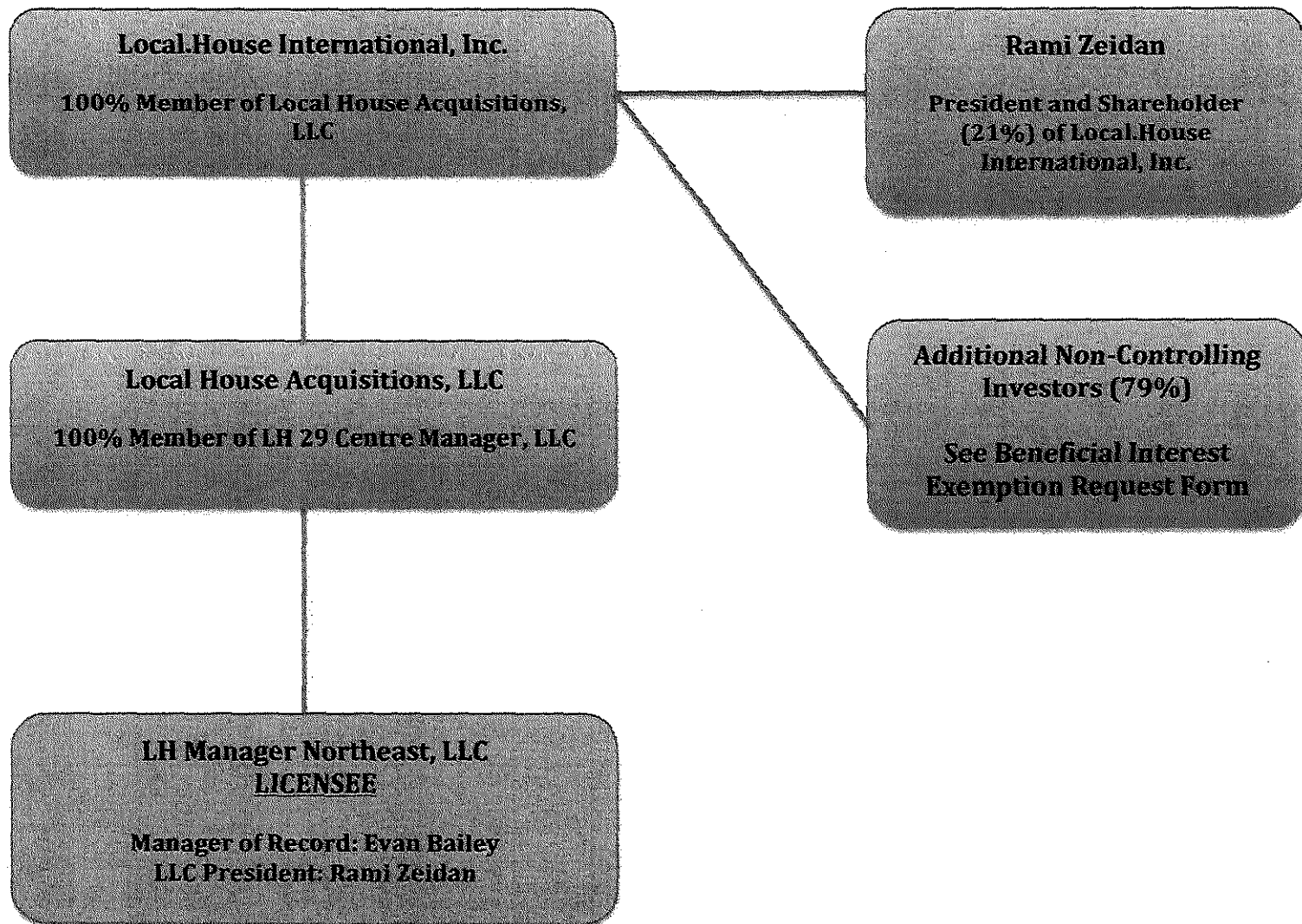


Exhibit “B”

EXHIBIT B***Capitalization Table for LocalHouse International Inc.
(as of September 15, 2020)***

Investor	Interest %
A-Level Capital I, LP	0.08%
Alicia Tam	0.01%
Blue Flag Holdings 2, LLC	0.65%
Blue Flag Holdings 3, LLC	0.65%
Blue Flag Holdings, LLC	0.07%
Bunc Hospitality, LLC	0.04%
Comcast Ventures, LP	11.982%
David T. Hamamoto GRAT 2019 - LH	1.29%
GFC Global Founders Capital GmbH	3.87%
HUSA L.H LLC	0.04%
HUSA LH LLC	1.03%
Jim Ketai	0.13%
JLL Spark Global Ventures Fund II, L.P.	5.05%
Rocket Internet Capital Partners (Euro)	0.57%
Rocket Internet Capital Partners (Euro) SCS	5.09%
Rocket Internet Capital Partners SCS	9.84%
Silicon Valley Bank	0.20%
Sound Ventures II, L.P.	1.94%
Soverino Management Limited	1.44%
Thayer Ventures Affiliates Fund III, L.P.	1.35%
Thayer Ventures III, L.P.	7.70%
Tiger Global Private Investment Partners XI, L.P.	5.17%
Trinity Ventures XII, L.P.	9.99%
Trinity XII Entrepreneurs' Fund, L.P.	0.13%
Trinity XII Side-By-Side Fund, L.P.	0.07%
WF Holdings, LLC	0.13%
Rami Zeidan	20.947%
Other common holders	0.44%
Other option holders	4.56%
Shares available for issuance under the plan	5.56%
Fully diluted shares	100.00%

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "LH MANAGER NORTHEAST,
LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF APRIL, A.D.
2019, AT 2:28 O'CLOCK P.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

7371521 8100
SR# 20192794514

Authentication: 202634674
Date: 04-12-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

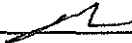
State of Delaware
Secretary of State
Division of Corporations
Delivered 02:28 PM 04/12/2019
FILED 02:28 PM 04/12/2019
SR 20192794514 - File Number 7371521

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is LH Manager Northeast, LLC

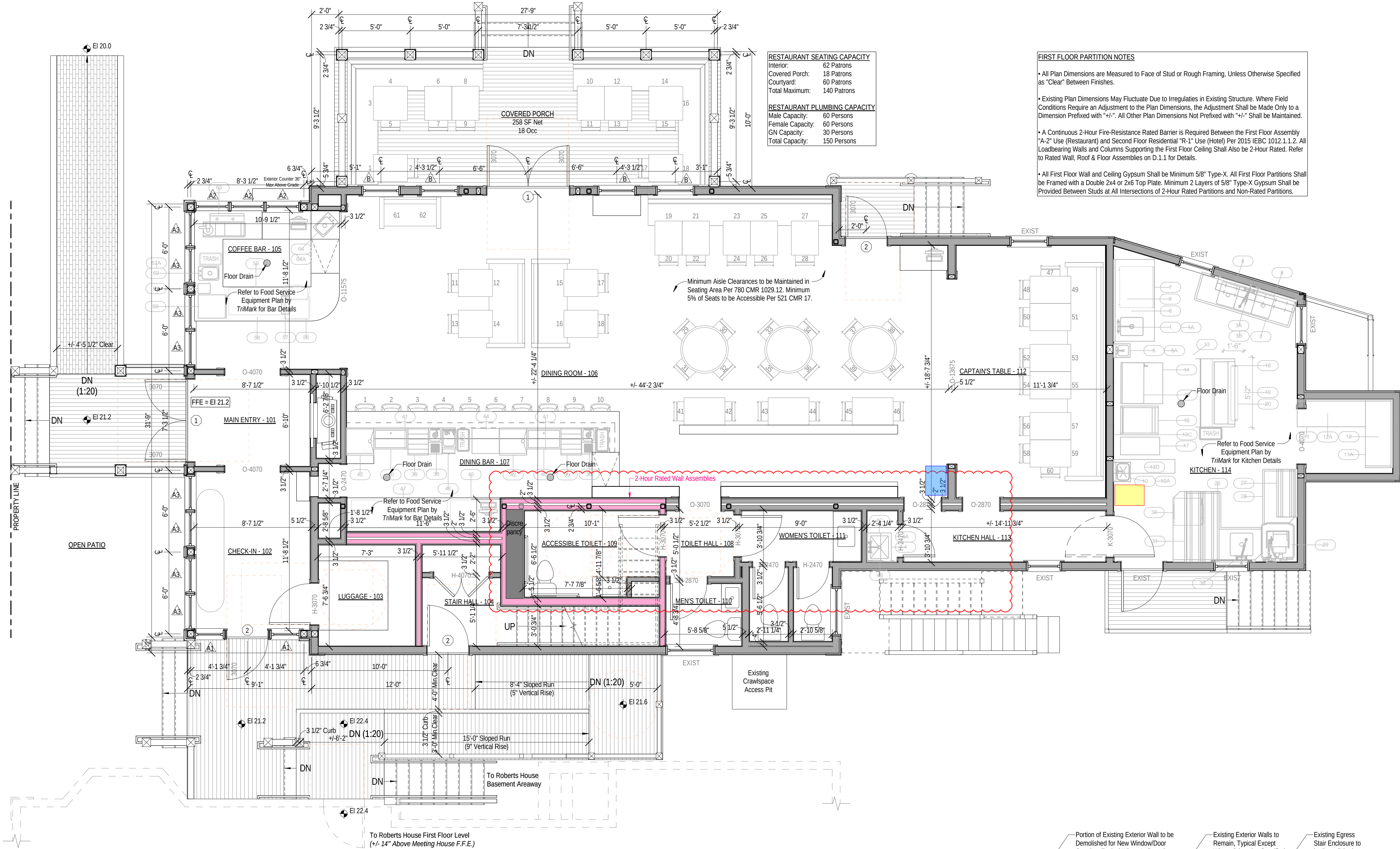
2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By: 
Authorized Person

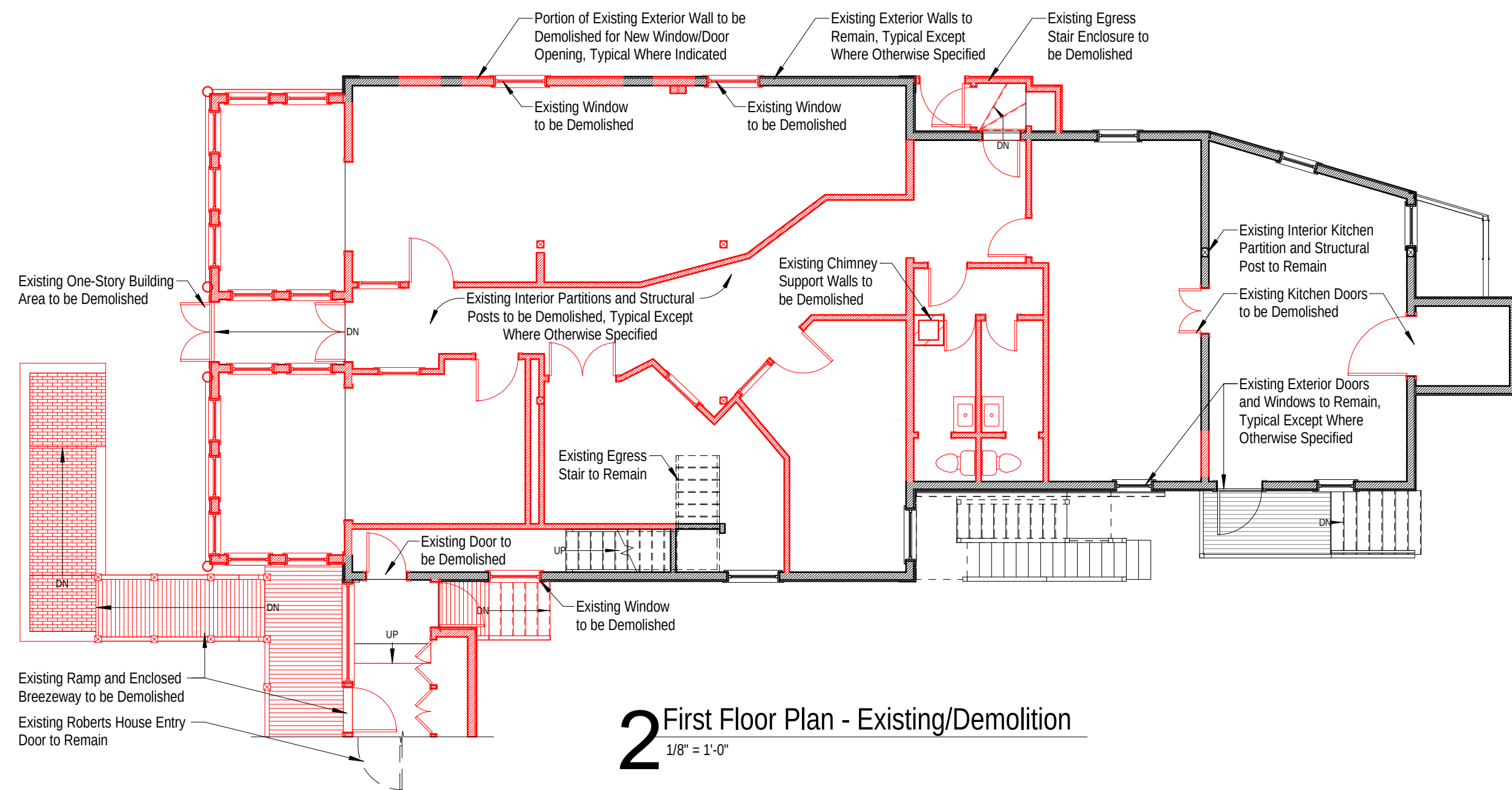
Name: Rami Zeidan, President
Print or Type

Progress - Not For Construction

02.24.21



1 First Floor Plan - Proposed
1/4" = 1'-0"



2 First Floor Plan - Existing/Demolition
1/8" = 1'-0"

1909

Roberts Collection -
Meeting House

29 Center St.
Nantucket, MA 02554



DWD ENGINEERING, INC.
5 MICHAEL ROAD EAST BRIDGEWATER, MA 02333
(508) 378-9602
dwd@dwde.com

Site Information

Map & Parcel:	42.3.1 / 122.2
Current Zoning:	CDT
Minimum Frontage:	35 ft.
Front Setback:	0 ft.
Side/Rear Setback:	0 ft. / 5 ft.
Lot Size:	19,906 s.f. (+/-)
Min. Lot Size:	3,750 s.f.
Allowable G.C.:	75% or 14,930 s.f.
Existing G.C.:	9,935 s.f. (+/-)
Proposed G.C.:	-124 s.f.
Total Proposed G.C.:	9,811 s.f. (+/-)

Sheet Index - Architectural & Structural

A.0.0	Cover Sheet
A.1.1	First Floor Plan
A.1.2	Second Floor Plan
A.1.3	Third Floor Plan
A.2.1	Exterior Elevations
A.2.2	Exterior Elevations
A.2.3	Exterior Elevations
S.0.1	Structural Notes & Specifications
S.1.0	Crawspaces/Foundation Plan
S.1.1	First Floor Framing Plan
S.1.2	Second Floor Framing Plan
D.1.1	Exterior Trim Details
D.1.2	Exterior Trim Details

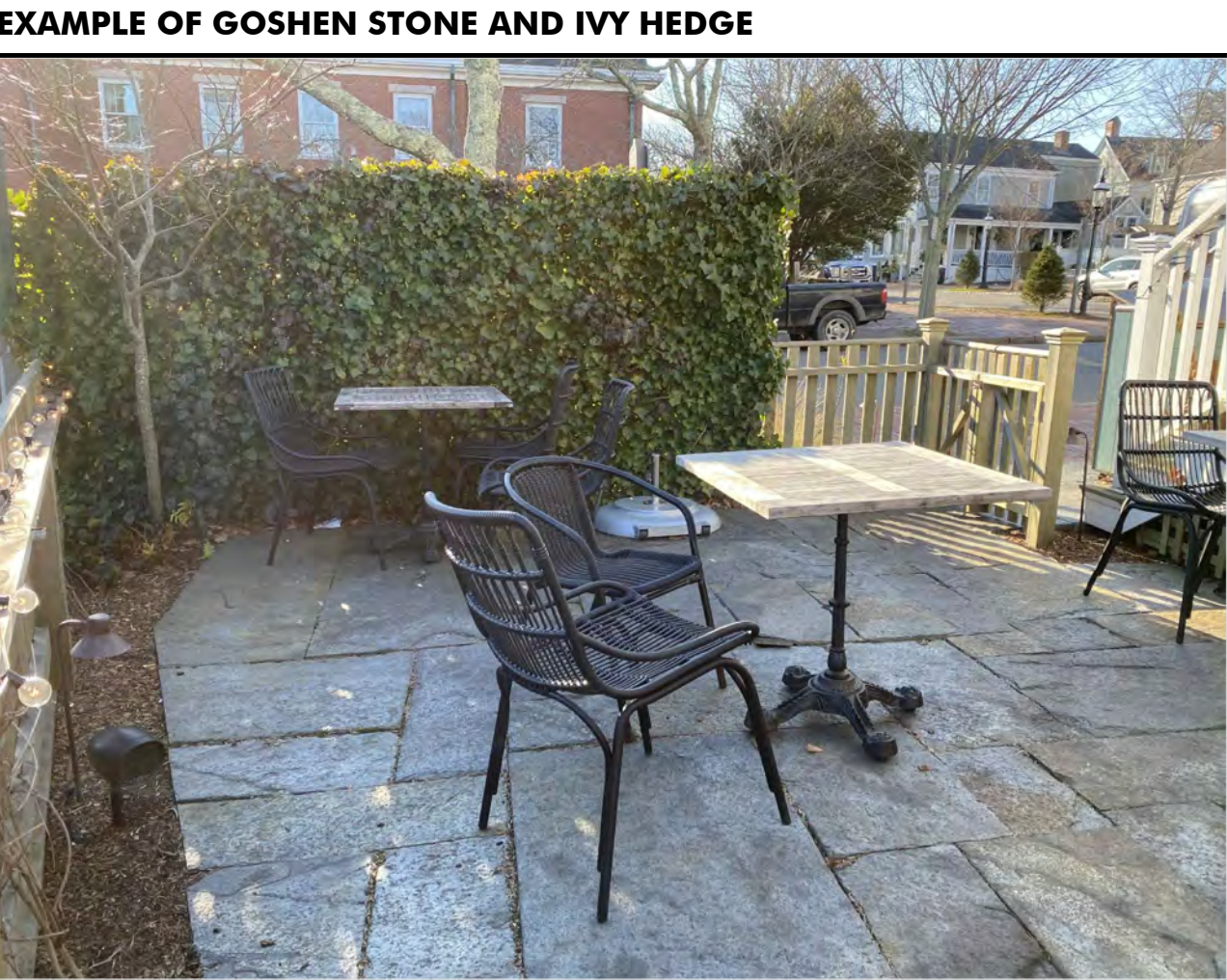
Revisions

First Floor Plan

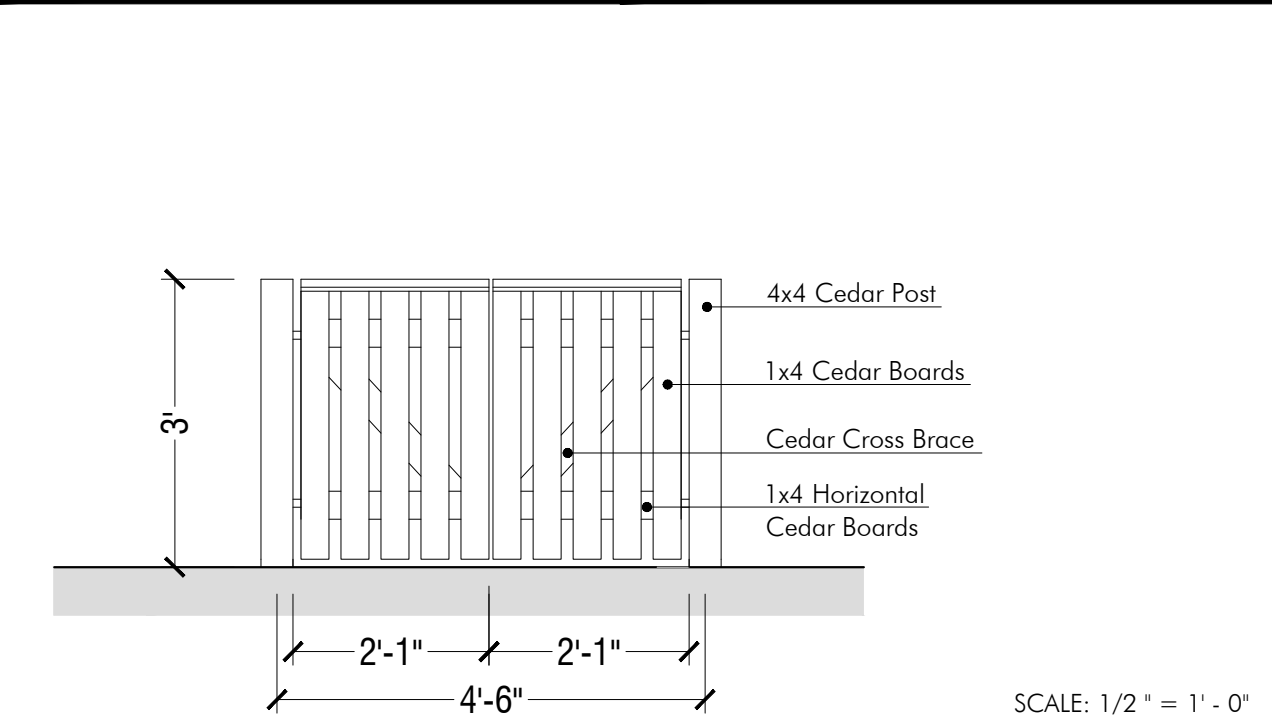
THESE DRAWINGS AND THE DESIGNS THEY ILLUSTRATE ARE THE SOLE PROPERTY OF EMERITUS DEVELOPMENT LTD. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF EMERITUS DEVELOPMENT LTD.

DRAWINGS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION SHOULD NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PRINCIPAL OR THE DESIGNATED PROJECT MANAGER.

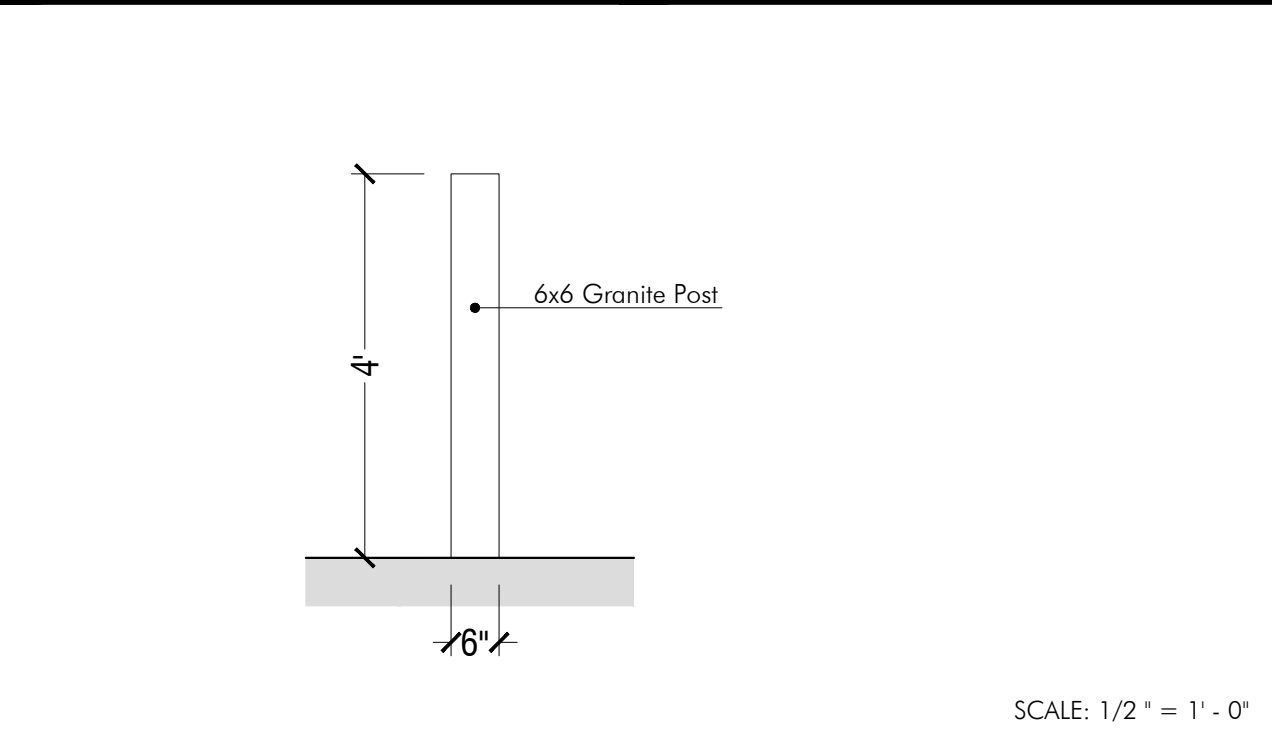
A.1.1
1909



CEDAR DOUBLE GATE TO MATCH EXISTING PICKET FENCE



GRANITE POST



EXISTING BRICK PARKING

BRICK WALKWAY

BIKE RACK

GRAVEL PATIO
130 SF

GOSHEN STONE PAVERS

DOUBLE GATE

GOSHEN STONE WALKWAY

6 FT (H) IVY HEDGE

8 FT (H) PRIVET HEDGE

GRANITE POST

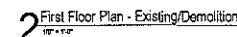
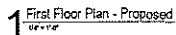
REUSED BRICK PATIO
1400 SF

GOSHEN STONE RAMP

REUSED BRICK WALKWAY
80 SF



02.24.21



Roberts Collection -
Meeting House

29 Center St.
Nantucket, MA 02554



4 BEDROOM HOME EAST BEDFORD, MA (233)
7806 574-0000

Mass of Parcel	42.31 / 172.7
Current Zoning	COIT
Minimum Frontage	35 ft
Front Setback	0 ft
Side/Rear Setback	0 ft / 5 ft
Lot Size	18,959 s.f. (+/-)
Min. Lot Size	2,750 s.f.
Allowable G.C.	70% or 14,000 s.f.
Existing G.C.	9,020 s.f. (+/-)
Proposed G.C.	124 s.f.
Total Proposed G.C.	9,811 s.f. (+/-)

- A.0.0 Cover Sheet
- A.1.1 First Floor Plan
- A.1.2 Second Floor Plan

- A.00 Cover Sheet
- A.1.1 First Floor Plan
- A.1.2 Second Floor Plan
- A.1.3 Third Floor Plan
- A.2.1 Exterior Elevations
- A.2.2 Exterior Elevations
- A.2.3 Exterior Elevations
- S.0.7 Structural Notes & Specifications
- S.1.0 Civil/Architectural/Foundation Plans
- S.1.1 First Floor Framing Plan
- S.1.2 Second Floor Framing Plan
- D.1.1 Exterior Trim Details
- D.1.2 Exterior Trim Details

Keywords: *Self-esteem, self-esteem threat, self-esteem threat sensitivity, self-esteem threat sensitivity scale, self-esteem threat sensitivity scale-2*

100

[illegible]

A.1.1	1909
-------	------

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
4231	68		11 INDIA STREET LLC		105 NEWBURY STREET	BOSTON	MA	02116	31 CENTER ST
4231	70		CREECH DARCY		16 1/2 FEDERAL STREET	NANTUCKET	MA	02554	16- FEDERAL ST
4231	123		RCF 2009 LLC		PO BOX 3512	NANTUCKET	MA	02584	9 INDIA ST
4231	174		ST MARYS ROMAN CATHOLIC CHURCH		6 ORANGE ST	NANTUCKET	MA	02554	3 FEDERAL ST
4231	199		NANTUCKET UNITED METHODIST CHU		PO BOX 264	NANTUCKET	MA	02554	2 CENTER ST
4243	80		MIDDLE C LLC	C/O PHILBRICK MELISSA	PO BOX 868	NANTUCKET	MA	02554	56 CENTER ST
Count:	6								

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
S	167 Raw	CISCO 167 Hummock Pond Rd	PACKAGE Wine/ Malt
S	29 Fair Street (Sold?)	TOWN-PERIMETER 29 Fair St	RESTAURANT All Alcohol
A	45 Surfside	MID-ISLAND 45 Surfside Rd	RESTAURANT Wine/Malt
S	Afterhouse Wine and Raw Bar	TOWN - CORE 18 Broad St	RESTAURANT Wine/Malt
A	American Legion	TOWN - PERIMETER 21 Washington St	CLUB All Alcohol
S	American Seasons	TOWN - PERIMETER 80 Centre St	RESTAURANT All Alcohol
A	Anglers Club	TOWN - CORE 1 New Whale St	CLUB All Alcohol
A	Annyes (Transfer in Process)	MID-ISLAND 14 Amelia Dr	PACKAGE Wine/Malt
S	B-ACK YARD BBQ	TOWN - CORE 20 Straight Wharf	RESTAURANT All Alcohol
S	Bar Yoshi	TOWN - CORE Old South Wharf	RESTAURANT Wine/Malt

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
A	Bartlett's Ocean View Farm	CISCO 33 Bartlett Farm Rd	PACKAGE Wine/Malt
S	Beachside	TOWN - PERIMETER 30 N. Beach St.	INNHOLDER All Alcohol
S	Boarding House/The Pearl	TOWN - CORE 12 Federal St	RESTAURANT All Alcohol
S	Brant Pt Grill/White Elephant	TOWN - PERIMETER 50 Easton St.	INNHOLDER All Alcohol
S	BRIX III Inc.	MID-ISLAND 1 A Windy Way	PACKAGE All Alcohol
A	Brotherhood (Transfer?)	TOWN - CORE 23 Broad St	RESTAURANT All Alcohol
S	Chanticleer	SCONSET 9 New St	RESTAURANT All Alcohol
A	Charlie Noble	TOWN - CORE 15 S Water St	RESTAURANT All Alcohol
A	Chicken Box	MID-ISLAND 12, 14, 16 Dave St	GENERAL ON PREMISE All Alcohol
A	Cisco Brewers	CISCO 5 Bartlett Farm Rd	FARMER Malt
S	Cliffside Beach Club	TOWN - PERIMETER 46 Jefferson Ave	INNHOLDER All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
S	Club Car	TOWN - CORE 1 Main St	RESTAURANT All Alcohol
S	Company of the Cauldron	TOWN - CORE 5 India St	RESTAURANT Wine/Malt
A	Crosswinds	MID-ISLAND 14 Airport Rd	RESTAURANT All Alcohol
S	CRU	TOWN - CORE 49 Straight Wharf	RESTAURANT All Alcohol
S	Current Vintage	TOWN - CORE 4 Easy St	PACKAGE Wine/Malt
A	Dreamland	TOWN - CORE 17 South Water Street	GENERAL ON PREMISE All Alcohol
A	Dune	TOWN - CORE 20 Broad St	RESTAURANT All Alcohol
S	Epernay	TOWN - PERIMETER 14 Federal St	PACKAGE All Alcohol
A	Faregrounds	MID-ISLAND 27 Fairgrounds Rd	RESTAURANT All Alcohol
A	Fifty-Six Union	TOWN - PERIMETER 56 Union St	RESTAURANT All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
A	Fusaro's	MID-ISLAND 17 Old South Rd	RESTAURANT All Alcohol
S	Galley Beach	TOWN - PERIMETER 54 Jefferson Ave	RESTAURANT All Alcohol
A	Gaslight	TOWN - CORE 2 N. Union Street	RESTAURANT All Alcohol
S	Great Harbor Swim & Tennis	TOWN - PERIMETER 96 Washington St	CLUB Wine/Malt
A	Great Harbor Yacht Club	TOWN - PERIMETER 96 Washington St	CLUB All Alcohol
S	Harpoon Liquors/Fresh	TOWN - CORE 3 Salem St	PACKAGE All Alcohol
A	Hatch's Package Store	TOWN - PERIMETER 133 Orange St	PACKAGE All Alcohol
A	Hotel Pippa	TOWN - CORE 5 Chestnut, 33 Center St	INNHOLDER All Alcohol
A	Island Kitchen	MID-ISLAND 1 Chin's Way	RESTAURANT All Alcohol
A	Islander	MID-ISLAND 15 Old South Rd	PACKAGE All Alcohol
S	Jared Coffin House	TOWN - CORE 29 Broad St	INNHOLDER All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
A	Keepers Restaurant	MID-ISLAND 5 Amelia Dr	RESTAURANT All Alcohol
A	Kitty Murtagh's	MID-ISLAND 4 West Creek Rd	RESTAURANT All Alcohol
S	Le Languedoc Inn	TOWN - CORE 24 Broad St	RESTAURANT All Alcohol
S	Lemon Press	TOWN - CORE 41 Main St	RESTAURANT All Alcohol
S	Lobster Trap	TOWN - PERIMETER 23 Washington St	RESTAURANT All Alcohol
S	Lola Burger	MID-ISLAND 1 Sparks Ave	RESTAURANT Wine/Malt
A	Lola 41	TOWN - PERIMETER 15 South Beach St	RESTAURANT All Alcohol
A	Maddequet Admiralty	MADAKET 15 Tennessee Ave	CLUB All Alcohol
A	Miacomet Golf	CISCO 12 W Miacomet Rd	CLUB All Alcohol
S	Millie's	MADAKET 326 Madaket Rd	RESTAURANT All Alcohol
S	Millie's Market	MADAKET 1 Miller's Way	PACKAGE All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
A	Murray's Beverage Store	TOWN - CORE 23 Main St	PACKAGE All Alcohol
A	Muse	MID-ISLAND 44 Surfside Rd	RESTAURANT All Alcohol
A	Nantucket Culinary Center	TOWN - CORE 22 Federal St	RESTAURANT All Alcohol
A	Nantucket Golf Club	SCONSET 250 Milestone Rd	CLUB All Alcohol
A	Nantucket Hotel, Breeze Bar	TOWN - PERIMETER 77 Easton St	INNHOLDER All Alcohol
S	Nantucket Inn	MID-ISLAND 5 North Water St	INNHOLDER All Alcohol
A	Nantucket Meat and Fish Market	MID-ISLAND Old South Road	PACKAGE Wine/Malt
S	Nantucket Tap Room	TOWN - CORE 29 Broad St	RESTAURANT All Alcohol
A	Nantucket Trading Post	MID-ISLAND 12 Nobadeer Farm Rd	PACKAGE Wine/Malt
A	Nantucket Vineyard	CISCO 5 Bartlett Farm Rd	FARMER Winery
A	Nantucket Wine & Spirits	MID-ISLAND 31 Sparks Ave.	PACKAGE All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
S	Nantucket Yacht Club	TOWN - PERIMETER 1 South Beach St	CLUB All Alcohol
A	Nautilus	TOWN - CORE 12 Cambridge St	RESTAURANT All Alcohol
A	Old South Liquors	MID-ISLAND 2 Lovers Ln	PACKAGE All Alcohol
A	Or, The Whale	TOWN - CORE 38 Main St	RESTAURANT All Alcohol
S	Oran Mor Bistro	TOWN - CORE 2 S. Beach St	RESTAURANT All Alcohol
A	Petrichor Wine Bar	MID-ISLAND 130 Pleasant Street	RESTAURANT All Alcohol
A	Pi Pizza	MID-ISLAND 11 West Creek Rd	RESTAURANT All Alcohol
A	Pizzeria Gemelle	TOWN - CORE 2 E Chestnut St	RESTAURANT Wine/Malt
S	PPX Events	TOWN - CORE 7 S Water St	GENERAL ON PREMISE All Alcohol
S	Proprietors	TOWN - CORE 9 India St	RESTAURANT All Alcohol
A	Queequeg's/Town	TOWN - CORE 6 Oak St	RESTAURANT All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
S	Rose and Crown	TOWN - CORE 23 S Water St	RESTAURANT All Alcohol
A	Saltbox	MID-ISLAND 16 Macys Ln	RESTAURANT All Alcohol
S	Sandbar at Jetties	TOWN - PERIMETER 4 Bathing Beach Rd	RESTAURANT All Alcohol
S	Sankaty Head Beach Club	SCONSET 18 Hoicks Hollow Rd	CLUB All Alcohol
S	Sankaty Head Golf Club	SCONSET 100 Sankaty Ave	CLUB All Alcohol
S	Sconset Bookstore	SCONSET 100 Sankaty Ave.	PACKAGE All Alcohol
A	Sea Grille	MID-ISLAND 45 Sparks Ave	RESTAURANT All Alcohol
S	Ships Inn	TOWN - PERIMETER 13 Fair St	INNHOLDER All Alcohol
S	Siasconset Golf Course	SCONSET 260 Milestone Rd	GENERAL ON PREMISE Wine/Malt
S	Slip 14	TOWN - CORE 14 Old South Wharf	RESTAURANT All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
A	Sophie T's Pizza	MID-ISLAND 7 Daves St	RESTAURANT Wine/Malt
S	Straight Wharf Restaurant	TOWN - CORE 6 Harbor Square	RESTAURANT All Alcohol
S	Summer House	SCONSET 17 Ocean Ave/1 Magnolia	INNHOLDER All Alcohol
S	Summer House Beachside Bistro	SCONSET 16 Ocean Ave	RESTAURANT All Alcohol
S	Tavern	TOWN - CORE 28 Harbor Square	RESTAURANT All Alcohol
A	The Beet	TOWN - CORE 9 South Water Street	RESTAURANT Wine/Malt
A	Triple Eight Distillery	CISCO 5 Bartlett Farm Rd	FARMER Distiller
S	Ventuno Restaurant	TOWN - CORE 21 Federal St	RESTAURANT All Alcohol
A	VFW Post 8608	MID-ISLAND 22 Bunker Rd	CLUB All Alcohol
A	Via Mare	TOWN - CORE 17 Broad St	INNHOLDER All Alcohol
S	Wauwinet	WAUWINET 120 Wauwinet Rd	INNHOLDER All Alcohol

2021 LIQUOR LICENSES

A = Annual

S = Seasonal (April 1 - January 15)

A/S	DBA	PREMISES	LIQUOR
S	Westmoor Club	TOWN - PERIMETER 10 Westmoor Lane	CLUB All Alcohol
A	Whaling Museum	TOWN - CORE Broad Street	GENERAL ON PREMISE All Alcohol
S	White Elephant Residences	TOWN - PERIMETER 19 S. Beach St	INNHOLDER All Alcohol
A	White Heron Theatre Co	TOWN - CORE 5 N Water St	GENERAL ON PREMISE All Alcohol

EXHIBIT A

4 Chestnut Street, 11 India Street, 29 Center Street, and 31 Center Street, Nantucket, Massachusetts

Nantucket Planning Board

File No. 40-19

Major Commercial Development ("MCD") Special Permit

September 9, 2019

**Hotel and Restaurant Management Plan
(Rules and Regulations)**

1. The Hotel (as used herein, the term "Hotel" shall include the Roberts House, the Manor House, the Gate House, and the Meeting House) and the Restaurant shall conform at all times with the conditions imposed by the Nantucket Planning Board (the "Planning Board") in the MCD Special Permit, as the same may be modified and amended from time to time, and all other applicable local, state, and federal laws, by-laws, rules, and regulations.
2. There shall be a maximum of forty-nine (49) employees on peak shift at the Hotel and Restaurant, which may consist of one (1) innkeeper, one (1) assistant innkeeper, twelve (12) house hosts who will handle cleaning, maintenance, and guest services, three (3) bar backs, three (3) bartenders, eight (8) servers, six (6) back waiters, two (2) hostesses, one (1) manager, one (1) assistant manager, one (1) chef, six (6) cooks, three (3) dishwashers, and one (1) expeditor/manager.
3. There shall be one employee of the Hotel and Restaurant, who is responsible for the operations, on-site at all times that the Hotel and Restaurant are open. The name of any such employee and a cell phone number that may be used to reach such employee twenty-four hours a day shall be provided upon request to each direct abutter of the Hotel and Restaurant, the Nantucket Police Department, the Nantucket Building Department, the Nantucket Health Department, and the Planning Board. This information shall be updated at the time of any change and shall be available at the Hotel during its normal operating hours.
4. The Hotel and Restaurant shall maintain an open log of any complaints received relative to the operation and of any action taken to abate or address any issues raised by such complaints.
5. All exterior lighting shall comply with the provisions of the Nantucket Zoning By-law (the "By-law") and Chapter 102 of the Town Code and shall be generally directed downward and placed so as to not be directed at any neighboring parcels.
6. The Hotel and Restaurant shall be kept neat and clean at all times. Laundry may continue to be done on-site or may be done off-site in the future and, if that is the case, will be dropped off and picked up once daily. The Hotel and Restaurant shall be serviced by a commercial refuse removal service, with pick-up at regular, frequent intervals, as needed (twice daily, once in the morning and once in the afternoon) and recycling (specifically bottles and other glass materials) will not be placed by Hotel staff into the receptacle bins between the hours of 10:00 PM and 7:00 AM. There will be minimal changes to the existing Hotel and Restaurant delivery and garbage processes (which have received no complaints from guests/neighbors) which currently occur, and shall remain, via the service entrance on Chestnut Street. Linens, trash, recyclables, and food deliveries will be brought in by hand truck along Chestnut Street from existing loading zones already in use and will then be transported through the property's rear yard behind the Gate House (east side of the Locus) into the new back stair entrance to the Meeting House. The receptacles will be

covered and placed so as to be screened from view, including fencing if approved by the HDC. Food may be delivered six days per week, with a maximum of four (4) deliveries per day.

7. All kitchen equipment shall be vented so as to minimize any odor or nuisance to adjacent properties. Any commercial hood and ventilation system shall be properly cleaned, maintained, and serviced on an annual basis.
8. No exterior storage of furniture, refuse, debris, unregistered or inoperable vehicles, or other materials constituting a nuisance shall be permitted upon the grounds.
9. No exterior televisions shall be permitted within the outdoor restaurant and bar patio.
10. The Hotel, through its website, in its print materials, and as part of the reservation process, shall discourage Hotel guests from bringing vehicles to the island and shall encourage Hotel guests to take advantage of walking, bicycling, taxis, and the NRTA while on island. There shall be bicycle storage on the Hotel grounds for Hotel guests to use throughout their stay. Employees shall likewise be encouraged to use the NRTA and bicycles as transportation. NRTA passes shall be made available to Hotel and Restaurant staff.
11. The Restaurant with bar may serve breakfast, lunch, and dinner to the general public, with the permitted hours of operation for the interior seats being daily, from 7:00 AM to 1:00 AM (approximate range of service: breakfast 7:00 to 10:00 AM; lunch 11:30 AM to 2 PM; and dinner 5:30 PM to 12:00 AM, with the bar closing at 1:00 AM) and for the exterior seats being daily, from 7:00 AM to 10:00 PM (approximate range of service: breakfast 7:00 to 10:00 AM; lunch 11:30 AM to 2 PM; and dinner 5:30 PM to 10:00 PM). There shall be no food or beverage service provided to customers in the exterior seats between 10:00 PM and 7 AM. Room service may also be provided. Food will be prepared in two on-site commercial kitchens (split between two levels in the Meeting House). Alcoholic beverages will be served in accordance with all local, state, and federal laws.
12. Guest pick up and drop off will take place on Center Street.
13. No loud music or other noise violating Chapter 101 of the Code or any other provisions of law from time to time in effect shall be permitted in the Hotel or Restaurant. After 10:00 P.M., televisions, stereos, and the like shall be operated so as not to be audible upon any adjacent property. There shall be no music (amplified or otherwise) outside on the Locus between 9:00 PM and 7:00 AM. The Hotel and Restaurant shall be air conditioned, and the doors and windows of all public areas of the Hotel and Restaurant shall remain closed to minimize the impact of the sound of any amplified music within the interior of the Restaurant and to prevent any disturbance to adjacent properties.
14. The Hotel and Restaurant shall be responsible for compliance with all provisions of this plan by its guests and employees on site.
15. This Management Plan may be modified from time to time by the Hotel and Restaurant, provided that any such amendment is in keeping with the spirit and intent all approvals and approved by the Planning Board staff, which may refer the changes to the Planning Board for approval, with or without public hearing, and further provided that, notwithstanding the foregoing, any expansion of the hours of service set forth in Paragraph 11 and any changes to the limitations on music set forth in Paragraph 13 shall require a public hearing.
16. This Management Plan and any future revisions to it shall be available at the front desk of the Hotel and Restaurant. It shall also be filed with the Planning Board and the Nantucket Building Department.



Nantucket Planning Board

MAJOR COMMERCIAL DEVELOPMENT SPECIAL PERMIT DECISION

THE ROBERTS COLLECTION

Planning Board File No. 40-19

Owner/Applicant: 11 India Street, LLC

29 CENTER STREET
31 CENTER STREET
4 CHESTNUT STREET
11 INDIA STREET

Tax Assessors Map 42.3.1, Parcels 122.1, 122.2, 68, and 68.1
Nantucket Registry of Deeds Plan Book 20, Page 72 and Plan No. 24-B
Nantucket Registry of Deeds Book 1689, Page 59
(the "Locus")

Commercial Downtown ("CDT") Zoning District

SEPTEMBER 9, 2019

GENERAL DESCRIPTION

The Nantucket Planning Board (the "Planning Board"), at public hearings held on June 10, 2019, July 8, 2019, August 12, 2019, and September 9, 2019, considered the application of 11 India Street, LLC (the "Applicant") for a Major Commercial Development ("MCD") Special Permit under Nantucket Zoning By-law (the "By-law") §§139-11 (Major Commercial Development Special Permit MCD), 139-30 (Special permits), and 139-33 (Preexisting, nonconforming uses, structures and lots), including special permit relief pursuant to the following sections of the By-law: §139-11G (Side/Rear Setback Reduction), §139-11J (Inclusionary Housing), §139-23 (Site Plan Review); and §139-23.F(2)(b) (Traffic Study).

PROPOSAL

Project Description

The Applicant seeks an MCD Special Permit under By-law §§139-11 (Major Commercial Development Special Permit MCD), 139-30 (Special permits), and 139-33 (Preexisting, nonconforming uses, structures and lots), including special permit relief pursuant to the following sections of the By-law: §139-11G (Side/Rear Setback Reduction), §139-11J (Inclusionary Housing), §139-23 (Site Plan Review); and §139-23.F(2)(b) (Traffic Study).

The Locus is owned by 11 India Street, LLC, by virtue of a deed recorded with Nantucket Registry of Deeds in Book 1689, Page 59, and consists of the following four (4) properties:

<u>Street Address</u>	<u>Building Name</u>	<u>Lot #</u>	<u>Plan</u>	<u>Assessor's Map</u>	<u>Parcel</u>
11 India Street	Roberts House	Lot 1	Plan Book 20, Page 72	42.3.1	122.1
29 Center Street	Meeting House	Lot 2	Plan Book 20, Page 72	42.3.1	122.2
		Lot 3	Plan No. 24-B		
31 Center Street	Manor House	Lot 1	Plan No. 24-B	42.3.1	68
4 Chestnut Street	Gate House	Lot 2	Plan No. 24-B	42.3.1	68.1

31 Center Street and 4 Chestnut Street are also shown as "New Lot A" on plan recorded with Nantucket Deeds as Plan No. 2013-27. In Planning Board File No. #8380, the Applicant filed, and on August 8, 2019, the Planning Board endorsed, on an Approval-under-the-Subdivision-Control-Law-Not-Required ("ANR") basis, a perimeter plan of the Locus, which perimeter plan will be recorded with Nantucket Deeds (the "ANR Plan").

The Locus has a record area of about 19,906 square feet and is located in the CDT Zoning District. The Locus is also located in the Formula Business Exclusion Overlay District and the Town Overlay District. The Locus is served by municipal water and sewer services.

The Applicant proposes to renovate the four (4) existing structures at the Locus. The renovations to the Roberts House, the Manor House, and the Gate House will be limited to the interior of the structures and will result in two (2) additional hotel units and two (2) additional bedrooms in the Roberts House; one (1) additional hotel unit in the Manor House; and an increase of one (1) hotel unit and one (1) bedroom in the Gate House.

The renovations to the Meeting House will be more extensive. The entire interior of the structure will be renovated; the existing foundation will remain intact, a new foundation will be placed under the rear section of the structure, the connection between the Roberts House and the Meeting House, which has ground cover of about 93 square feet, will be demolished and replaced with a deck; a portion of the rear of the existing structure having ground cover of about 865 square feet will be demolished; and two additions to the structure will be constructed, one (1) on the north having ground cover of about 270 square feet, and the other on the east having ground cover of about 967 square feet, resulting in a net increase in overall ground cover on the Locus of about 279 square feet, from about 49.9% to about 51.3 % or about 9,933 square feet to 10,212 square feet, where ground cover of 75% or about 14,929 square feet is allowed under the By-law. The three (3) existing retail stores in the Meeting House will be eliminated, and the two existing (2) restaurants will be combined to form one (1) restaurant and bar having two (2) commercial kitchens and eighty (80) interior seats and sixty (60) exterior seats.* The number of hotel units in the Meeting House will remain the same, but the number of bedrooms will be increased by one (1).

1

* For clarity, throughout this Decision, these seating numbers are provided for assistance in evaluating the project, and actual total occupancy loads for the restaurant and bar (both interior and exterior) as well as the Hotel will be calculated in accordance with applicable codes as is the case with all establishments in the CDT.

The existing and proposed uses of the Locus are as follows:

<u>Building</u>	<u>Existing</u>	<u>Proposed</u>
Roberts House	Guest house with 16 units/17 bedrooms Manager's apartment in basement 1 kitchen ("residential")	Hotel with 18 units/19 bedrooms Manager's apartment in basement 1 kitchen ("residential")
Meeting House	Guest house with 8 units/8 bedrooms 2 Restaurants with a total of 56 interior seats (20 and 36) and patio seating 3 retail stores	Hotel with 8 units/9 bedrooms 1 Restaurant and bar with two commercial kitchens and a total of 80 interior seats and 60 exterior seats*
Manor House	Guest house with 14 units/16 bedrooms Manager's apartment 1 Retail store	Hotel with 15 units/16 bedrooms Manager's apartment 1 Retail store
Gate House	Guest house with 19 units/21 bedrooms (24 permitted)	Hotel with 20 units/22 bedrooms

After the renovations, the total number of hotel units on the Locus will have decreased by one (1) from the sixty-two (62) allowed under the existing special permits to sixty-one (61), and the total number of hotel rooms on the Locus will have increased by one (1) from the sixty-five (65) allowed under the existing special permits to sixty-six (66).

The Applicant also proposes to make various site improvements, including curing existing encroachments to the extent feasible (encroachments of the fence, concrete pad, and bike rack on the east side of the Locus will be corrected as set forth on the proposed conditions plan, but the encroachment of the circa 1846 Roberts House building on to the sidewalk along Center Street to the west will not be), landscaping, hardscaping, and drainage facilities.

As shown on the Proposed Conditions Plan prepared by Bracken Engineering, Inc. submitted with the Application, the Locus will meet all dimensional requirements of the By-law, with the exception of rear yard setback. To the extent the rear yard setback nonconformities are not pre-existing and arise from the combination of the four (4) parcels by the ANR Plan (current conforming side setback of Gate House becoming a nonconforming rear yard setback), the Applicant seeks a special permit pursuant to By-law §139-11.G to reduce the rear yard setback to zero.

The requested relief by the Applicant is intended to supersede and replace the existing relief recorded with Nantucket Deeds set forth below, and such relief will be abandoned:

<u>Relief</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
Special Permit	December 5, 1986	266	246
Special Permit	January 30, 1987	268	157
Special Permit	January 16, 1987	268	161
Modification	May 17, 1991	366	46
Modification	June 24, 1991	368	49
Special Permit	May 22, 2001	701	118
MCD Special Permit	May 31, 2007	1091	292
MCD Modification	July 9, 2012	1338	282
MCD Modification	March 14, 2011	1395	177
MCD Modification	August 12, 2013	1410	315
Modification	May 2015	1489	19

Operations and Access

The Applicant has submitted a Hotel and Restaurant Management Plan detailing how the hotel (the “Hotel”) and restaurant and bar (the “Restaurant”) will be operated and managed, including, but not limited to hours of operation, number of employees, access, deliveries, and trash pick-up. A copy of such Hotel and Restaurant Management Plan is attached hereto as Exhibit A (the “Hotel and Restaurant Management Plan”). As used in this Decision and in the Hotel and Restaurant Management Plan, the term “Hotel” shall include the Roberts House, the Manor House, the Gate House, and the Meeting House.

Inclusionary Housing

The Applicant proposes to continue to provide two (2) on-site manager’s apartments in lieu of inclusionary housing.

Landscaping and Street Lighting

The Applicant has submitted a Landscape Plan prepared by Ahern LLC that shows the existing and proposed landscaping on the Locus and that identifies the location of lighting throughout the Locus.

Drainage

The site drainage and stormwater management will be in substantial compliance with the Massachusetts Stormwater Management Policy as applicable. The drainage system will be tied to the drainage component of the Phase IIB Downtown Sewer and Water Replacement Project.

Utilities

The Locus will connect to the municipal sewer system and water system. All other utilities will be installed underground and in accordance with the requirements of the respective utility.

BASIS OF THE FINDINGS

The Planning Board’s findings and this Decision refer to and are based upon the following:

- Application to the Planning Board for a Special Permit dated May 13, 2019, and filed with the Nantucket Town Clerk and the Planning Board on May 15, 2019; and Supplemental Filings by the Applicant, including the Hotel and Restaurant Management Plan, Exhibit A hereto.
- Plans, two sheets, entitled "Existing Conditions Plan" and "Proposed Conditions Plan," dated May 13, 2019, revised May 16, 2019, June 24, 2019, July 29, 2019, and August 26, 2019, prepared by Bracken Engineering, Inc.
- Drainage Calculations dated June 24, 2019, prepared by Bracken Engineering, Inc.
- Architectural plans and elevations, ten sheets, dated June 24, 2019, prepared by Emeritus Development Ltd.
- Landscape Plan, dated June 24, 2019, prepared by Ahern LLC, showing existing and proposed landscaping and lighting.
- Draft construction management plan dated August 26, 2019.
- Letter from the Department of Public Works dated September 5, 2019.
- Letter from Wannacomet Water Company dated August 26, 2019.
- Letter from Hughes Septic Service, Inc., reviewed and approved by David C. Gray, Sr., on August 26, 2019.
- Correspondence from the Nantucket Sewer Department.
- Planning Staff reports.
- Representation, and testimony received in connection with the public hearings held on June 10, 2019, July 8, 2019, August 12, 2019, and September 9, 2019.
- Other assorted plans and documents on file with the Planning Board, including letters of support and of concern from abutters.

FINDINGS

Based upon review of the application in accordance with the By-law, plans, and other materials submitted by the Applicant, and testimony received at the public hearings, the Planning Board finds that:

- The application and proposal comply with the local by-laws of the Town of Nantucket and regulations and/or applicable provisions of the Massachusetts General Laws.
- The structure and the uses permitted herein are in harmony with the general purpose and intent of the By-law and will not have a significant and adverse effect on the scenic or historic integrity of the neighborhood in that the preservation of the historic structures is important to the district as is the provision of much needed hotel rooms and restaurant space.
- To the extent that the structures and uses are pre-existing, nonconforming, the proposed extensions, alterations, and changes will not be substantially more detrimental than the existing nonconforming structures and/or uses to the neighborhood.
- The project meets the intent of the MCD Guidelines as amended through July 29, 2002 and adopted by the Planning Board, and the Major Site Plan review objectives have been satisfied as detailed below.
- "Put the Project's Best Face Forward:" The Planning Board finds that the project's "face" on Center Street is the priority for design purposes. The design of the changes to the Meeting House and the proposed landscaping and hardscaping are consistent with this standard. The Nantucket Historic District Commission ("HDC") has approved the architecture of the proposed changes to the Meeting House.
- "Put Signage on Buildings:" This standard has been addressed by the HDC.
- "Use Open Space and Landscaping to Best Advantage:" The Planning Board finds that the proposed landscape plan effectively creates interior pedestrian amenities and enhances the appearance of the site and the surrounding streets.
- "Break up Buildings: Small is Beautiful:" The Planning Board finds that the scale and massing of the changes to the Meeting House as depicted in the plans is consistent with the area and defers architectural detailing and materials to the HDC.
- "Consolidate Access:" The service access from Chestnut Street is provided in a manner that reduces congestion.
- The project meets the definition of a "Hotel" pursuant to By-law §139-2 because the commercial kitchen in the meeting House will serve all of the structures on the Locus.

- Public amenities and abutting properties have been adequately protected by the following measures:
 - Landscaping and fencing are to be maintained along the periphery of the Locus between the Locus and abutting properties, and additional landscaping will be provided within the Locus.
 - Improvements have been designed to direct noise and disturbance away from abutting properties.
 - All utilities will be installed underground.
- Adequate protection of unique natural, scenic, or historic features of the Locus have been or will be provided by the following measures:
 - The proposal is focused on the renovation and repurposing of a well-known historic structure, as well as the renovation of two other well-known historic structures and another significant downtown structure.
 - The proposal will safeguard existing mature trees.
- Adequate methods for the disposal of stormwater runoff and sanitary waste and protection of environmental resources, and for the supply of potable water have been provided by the following measures:
 - Water will be provided to the Locus by the Wannacomet Water Company.
 - Sanitary waste disposal will be via the Town sewer system.
 - The drainage system will be tied to the drainage component of the Phase IIB Downtown Sewer and Water Replacement Project.
 - Refuse disposal is adequate.
- Off-street parking and loading are no longer required in the CDT zoning district consistent with the scenic and historic integrity of the neighborhood. The underground parking area is not functional and is no longer in use. The existing exterior on-site parking and loading shall be maintained.
- A traffic study in accordance with By-law §139-23.F(2)(b) is unnecessary in the Planning Board's judgment to make a finding that the review objectives and performance standards set down in By-law §§139-23.I and J have been met. Traffic and safety upon public and private public rights-of-way have been minimized and mitigated.
- The inclusionary housing requirement has been adequately met through the continued provision of two (2) on-site manager's apartments in lieu of inclusionary housing, and the public benefits to be gained by such substitution outweigh possible detriment.
- The project will not place excessive demands on Town services or infrastructure. Based on the conditions imposed and the good faith efforts of the Applicant to implement them, the Planning Board finds that no public amenity will be adversely affected.
- The lighting is sufficient for the use of the Locus and will comply with the provisions of the By-law and the Town Code.
- The Applicant is proposing to maintain and augment existing landscaping. The landscaping is adequate for the proposal.
- The reduction of the rear yard setback requirement to zero feet to accommodate the consolidation of the Locus on to one plan and to allow the Gate House structure to remain as it currently exists will preserve the integrity of adjacent uses and the neighborhood and will promote the purposes and intent of this chapter.

DECISION

The Planning Board renders this Decision based on compliance with the following sections of the Bylaw: Major Commercial Development (§139-11); Major Site Plan Review (§139-23); Special Permit (§139-30); and Alteration and Extension of Pre-Existing Non-Conforming Structures and Uses (§139-33).

The Applicant shall be granted special permits for the following sections of the Nantucket Zoning Bylaw:

- a. 139-11 (Major Commercial Development)
- b. 139-11G (Side/Rear Setback Reduction)
- c. 139-11.J (Inclusionary Housing)
- e. 139-23 (Site Plan Review)

- f. 139-23.F(2)(b) (Traffic Study waiver)
- g. 139-30 (Special Permit)
- h. 139-33 (Preexisting, nonconforming uses, structures and lots)

Based on the foregoing findings and waivers, a motion was made and duly seconded and adopted to **GRANT** the above special permits based on the following conditions:

1. Required Plan Modifications

- 1.1 The Applicant submit a final plan set within twelve (12) months from the date of this Decision (September 9, 2019) including final site plan, landscaping plans, elevations, lighting plans, floor plans, etc. The plan set shall be uniform and shall have the Planning Board signature block in the lower right-hand corner.
- 1.2 A minimum of five (5) bicycle racks shall be located on the Locus, subject to HDC approval. The location of said racks shall be indicated on the final set of site plans. Subject to approval by the HDC and acceptance of the County and/or the Select Board, the Applicant shall install eight (8) bicycle bollards in the public sidewalk along Center Street. Subject to HDC approval, the kitchen delivery and trash removal access on the east side of the Gate House shall be changed from steppingstones to brick.
- 1.3 During the course of construction, the Applicant shall work with the Tree Warden to protect the mature trees that are on public property. The Tree Warden shall be invited to the pre-construction meeting under Section 3.2 of this Decision. No excavation work shall take place in front (on the west side) of the Meeting House. All excavation work shall be done from the north side of the Meeting House. No heavy equipment shall be allowed over the root system of the elm tree on Center Street in front (west side) of the Meeting House.
- 1.4 Prior to the issuance of the final Certificate of Occupancy for the Meeting House, the Applicant shall identify the extent of any work to occur within any public right of way and on any public property (including, but not limited to, sidewalks, curbs, crosswalks, pavement markings, lighting, and landscaping) and shall offer the performance of such work to the Nantucket Select Board and/or Nantucket County Commissioners, as appropriate, for acceptance as a gift.
- 1.5 The relocation or change in the shape, height up to a variance of one (1) foot, colors, materials, or massing of the structure or in the door and window types and openings, or the change in hardscape, landscape specimens, number and location of signs, heights and types of fences, and types of lighting fixtures as a result of HDC review or otherwise shall not constitute a material change requiring a public hearing. Any such changes shall be documented in the final plan set or the final as-built.
- 1.6 Minor changes to the site plan shall not affect the intent or findings of this Decision or the waivers granted in this Decision. The Planning Board reserves the right to find that other minor changes that do not, in the Planning Board's opinion, affect the intent or findings of this Decision may be addressed without a public hearing.
- 1.7 Building Permits and Certificates of Occupancy may be issued for each structure on the Locus independently of the other structures on the Locus.
- 1.8 A final as-built of all site improvements shall be submitted by the Applicant and final site inspection shall be completed by the Planning Board prior to the issuance of the final Certificate of Occupancy for the Meeting House.

2. Programmatic Issues

- 2.1 There may be a maximum total of sixty-one (61) hotel units, and sixty-six (66) hotel rooms on the Locus and one (1) residential kitchen in the Roberts House and one (1) retail store in the Manor House. There may also be one (1) restaurant and bar with two commercial kitchens and a total of 80 interior seats and 60 exterior seats in the Meeting House.* There shall be two (2) on-site manager's apartments, one in the Roberts House, and one in the Manor House..
- 2.2 The Hotel and Restaurant shall be operated in accordance with the Hotel and Restaurant Management Plan attached as Exhibit A hereto.

- 2.3 No exterior construction shall take place in any year from 12:00 noon on the Thursday of Stroll weekend, Daffodil weekend, and Memorial Day weekend until 7 AM on the following Tuesday. No exterior construction shall take place in any year from 12:00 noon on the Wednesday before Thanksgiving until 7 AM on the following Monday. There shall be no exterior construction between June 30th and September 15th in any year.
 - 2.4 All employees shall be issued Nantucket Regional Transit Authority (NRTA) vouchers free of charge on an annual basis.
 - 2.5 The guest rooms shall be constructed and furnished to meet the definition of "hotel" pursuant to By-law §139-2.
 - 2.6 The exterior Restaurant seating shall be confined to the brick patio area north of the Meeting House. There shall be no seating or tables on the south side of the Meeting House.
 - 2.7 Exterior motors, fans, and condensers shall be low-impact models and shall be screened and insulated as necessary to reduce noise.
3. Administrative
- 3.1 A final construction management plan shall be submitted to the Planning Board prior to the issuance of any building permits.
 - 3.2 Prior to the issuance of any building permits, a pre-construction meeting shall take place at the Locus which shall include PLUS staff, the contractor, and the Applicant or its representative and may include consulting engineers for the Planning Board, engineers for the Applicant, utility company representatives, and staff from other Town departments as appropriate, including, but not limited to, staff from the Department of Public Works, the Sewer Department, the Fire Department, the Health Department, Wannacomet Water Company, and the Tree Warden.
 - 3.3 The Planning Board shall hold a public hearing in October or November of the year in which the restaurant in the Meeting House has been in operation for its first full season (June through September) to review the conditions of this Decision. If the Planning Board determines at such public hearing that the Applicant is not meeting the requirements of this Decision or finds that the conditions of this Decision are inadequate to address the concerns raised during such public hearing, the Planning Board may modify its approval by placing further limitations on the use of the project by adding or modifying conditions including, but not limited to, reducing the exterior seating capacity of the restaurant and changing the hours of operation. The Planning Board may likewise modify or eliminate conditions that it finds are no longer necessary or are unduly limiting.
4. Other
- 4.1 The failure or refusal of any Town board, commission, agency, or department, including, but not limited to the Nantucket Select Board and the Wannacomet Water Department to accept any easement, gift, contribution, improvement, or the like, shall not affect the intent or findings of this Decision, the Applicant's ability to proceed under the other provisions of this Decision, or the special permits and waivers granted in this Decision.
 - 4.2 Any deadlines for the submission of plans, documents, etc. may be extended by a majority vote of the Planning Board without holding a public hearing.

RECORD OF VOTE

On September 9, 2019 the Planning Board voted UNANIMOUSLY to close the public hearing, **APPROVE** this Application, **GRANT** the Special Permits pursuant to By-law §§139-11, and **ENDORSE** this Decision.

Judith Wegner APPROVED

John Trudel APPROVED

Nathaniel Lowell APPROVED

Stephen Welch APPROVED

David Iverson, APPROVED

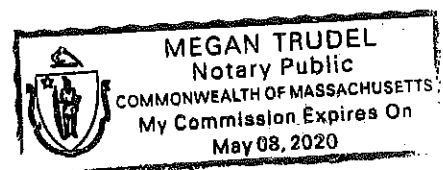
COMMONWEALTH OF MASSACHUSETTS

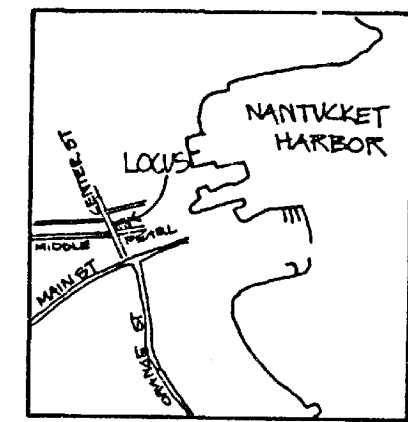
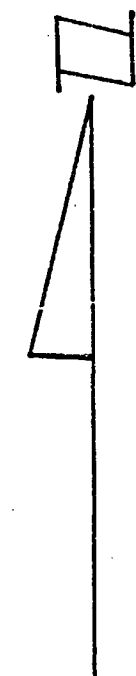
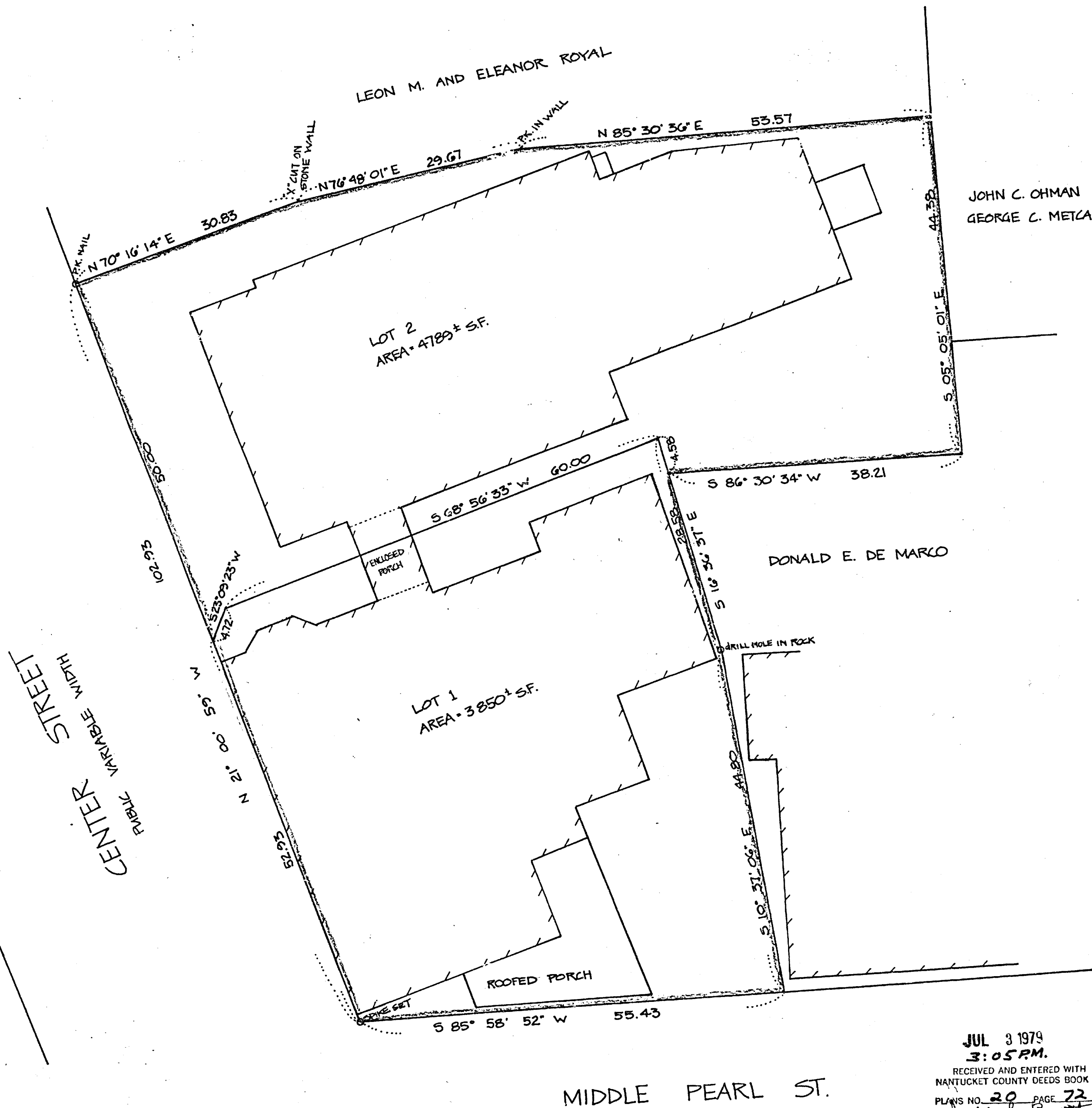
Nantucket, ss.

On the 17 day of October, 2019, before me, the undersigned notary public, personally appeared Stephen Welch, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily, as his/her free act and deed, for the purposes therein expressed.

Megan Trudel
Notary Public

My Commission Expires May 8, 2020



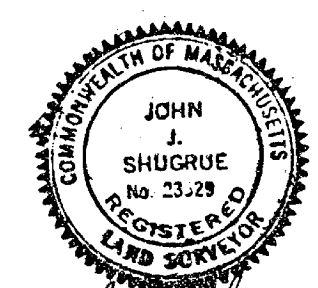


LOCUS MAP 1"=2000'

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

Charles F. Gordon
Walter J. Bennett
Dorothy M. Gansley

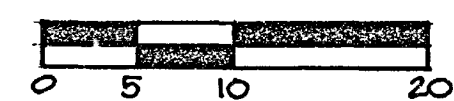
DATE 1978 FILE NO. 6/11/79



John J. Shugrue

PLAN OF LAND IN
 NANTUCKET, MA
 SCALE 1"=10'
 JUNE 7, 1979
 SHUGRUE AND HART INC.
 14 SOUTH WATER ST.
 NANTUCKET, MA.
 PROPERTY OF: BARBARA D. AYERS

JUL 3 1979
 3:05 PM.
 RECEIVED AND ENTERED WITH
 NANTUCKET COUNTY DEEDS BOOK OF
 PLANS NO. 20 PAGE 72
 ATTEST: *Barbara D. Ayers* REGISTER



RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

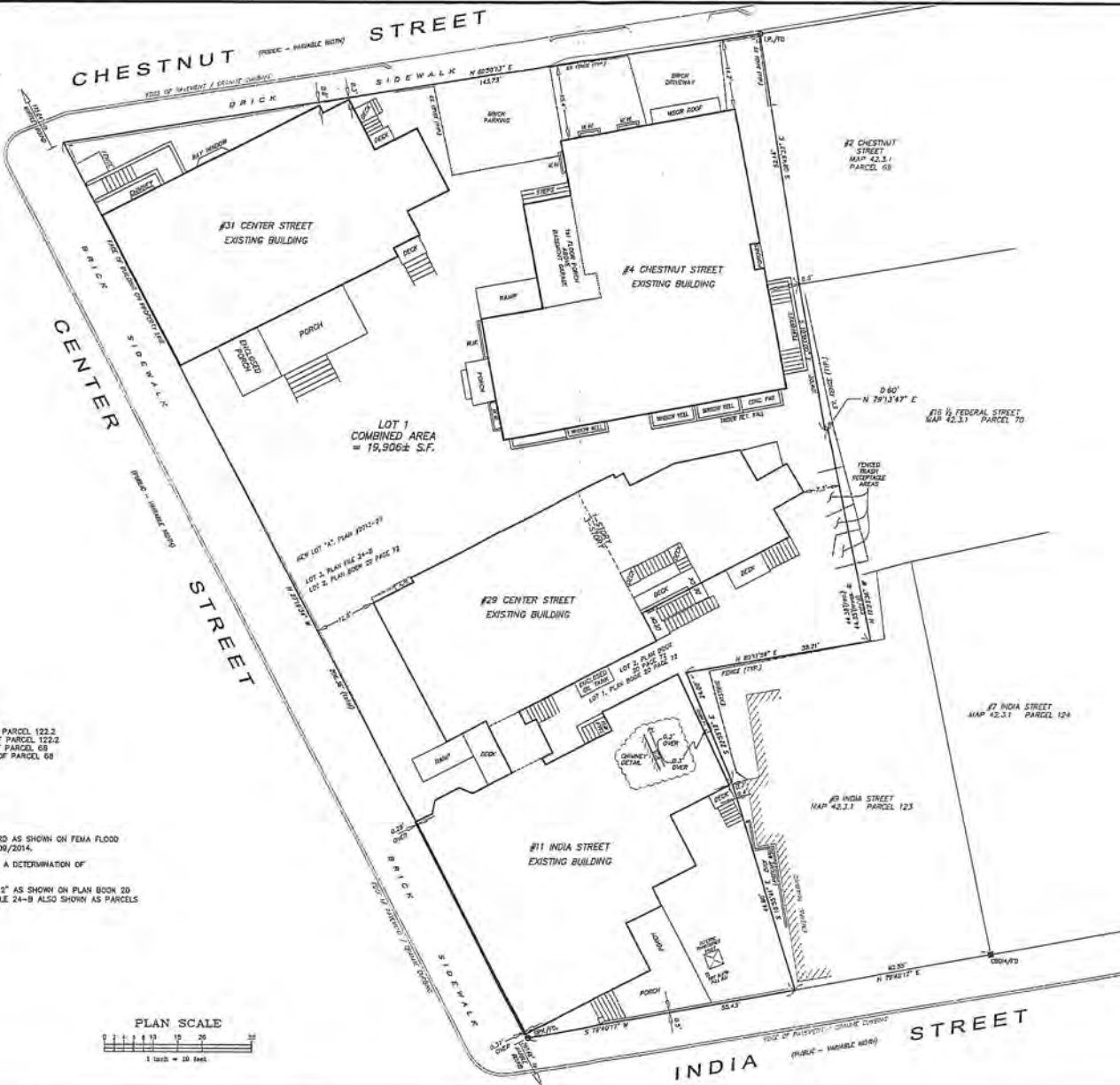
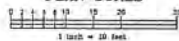


ALAN M. GAZY, PLS.
MASSACHUSETTS REG.
No. 37732

NOTES:

- LOCUS: #11 INDIA STREET MAP 42.3.1 PORTION OF PARCEL 122.2
#29 CENTER STREET MAP 42.3.1 PORTION OF PARCEL 122.2
#31 CENTER STREET MAP 42.3.1 PORTION OF PARCEL 68
#4 CHESTNUT STREET MAP 42.3.1 PORTION OF PARCEL 68
- OWNER: 11 INDIA STREET, LLC
- DEED REF: Bk: 1889 Pg: 59
- PLAN REF: PLAN BOOK 20 PAGE 72 (LOTS 1 & 2)
PLAN FILE 24-B (LOTS 1, 2 & 3)
PLAN #2013-27
- LOCUS DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25019C-0085-0 dated 06/09/2014.
- PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER CURRENT ZONING.
- THE PURPOSE OF THIS PLAN IS TO COMBINE LOT "1 & 2" AS SHOWN ON PLAN BOOK 20 PAGE 72 AND LOTS "1, 2 & 3" AS SHOWN ON PLAN FILE 24-B ALSO SHOWN AS PARCELS 68 & 122.2 ON ASSESSORS MAP 42.3.1 INTO ONE LOT.

PLAN SCALE



ZONE:	CDT
REQUIRED:	
LOT AREA:	3,760 ± s.f.
FRONTAGE:	35'
FRONT YARD:	0'
SIDE YARD:	0'
REAR YARD:	5'
GROUND COVER:	75% MAX

PLAN OF LAND
IN
NANTUCKET, MA

PREPARED FOR
11 INDIA STREET, LLC
LOCATED AT
#11 INDIA STREET
#29 CENTER STREET
#31 CENTER STREET
#4 CHESTNUT STREET

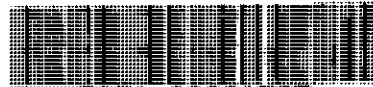
SHOWN AS
MAP 42.3.1
PARCELS 68 & 122.2

PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282

SCALE: 1" = 10' JULY 25, 2018

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

FILE NUMBER:
DATE APPROVED:



Bk: 1816 Pg: 336 Page: 1 of 3
Doc: DD 04/16/2021 03:50 PM

DEED

11 INDIA STREET, LLC, a Massachusetts limited liability company, for consideration paid in the amount of \$38,500,000.00, grants to 29 CENTER STREET, LLC, a Delaware limited liability company qualified to do business in Massachusetts, with a mailing address of 105 Newbury Street, 4th Floor, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS,

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 4 Chestnut Street, 11 India Street, 29 Center Street, and 31 Center Street, bounded and described as follows:

NORTHERLY	by Chestnut Street, one hundred forty-three and 73/100 (143.73) feet;
EASTERLY	by #2 Chestnut Street and #16½ Federal Street, on two courses, eighty-two and 54/100 (82.54) feet;
NORTHERLY	by said #16½ Federal Street, 60/100 (0.60) feet;
EASTERLY	by said #16½ Federal Street and #9 India Street, forty-four and 35/100 (44.35) feet;
SOUTHERLY	thirty-eight and 21/100 (38.21) feet, and
EASTERLY	sixty-eight and 80/100 (68.80) feet, on two courses, by said #9 India Street;
SOUTHERLY	by India Street, fifty-five and 43/100 (55.43) feet; and
WESTERLY	by Center Street, two hundred six and 36/100 (206.36) feet.

Said land is shown as Lot 1 on plan entitled, "Plan of Land in Nantucket, MA, Prepared for 11 India Street, LLC," drawn by Bracken Engineering, Inc., dated July 25, 2019, recorded with Nantucket Deeds as Plan No. 2021-22. Said land contains 19,906 square feet, more or less, according to said plan.

Said land is conveyed subject to the following matters:

(a) Rights of others in Chestnut Street, India Street (also known as Middle Pearl Street), and Center Street (also known as Centre Street).

(b) Grant of Easement to Nantucket Electric Company, dated April 5, 2013, recorded with Nantucket Registry of Deeds in Book 1383, Page 137.

(c) Major Commercial Development Special Permit issued by the Nantucket Planning Board dated September 9, 2019, recorded with Nantucket Deeds in Book 1719, Page 50.

(e) Real estate taxes assessed by the Town of Nantucket for the fiscal years 2021 and 2022.

For title, see deed dated April 4, 2019, recorded with Nantucket Deeds in Book 1689, Page 59.

The grantor hereby certifies that no member of the LLC has a spouse, ,civil union partner, former spouse, or former civil union partner who occupies or intends to occupy the property as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

The grantor hereby certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

* * * * *

Signature page follows.

Executed and sealed on April 14, 2021.

11 INDIA STREET LLC

By:

Alfred Sanford, as Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

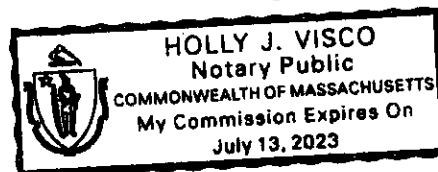
On this 14th day of April, 2021, before me, the undersigned notary public, personally appeared Alfred Sanford, as Manager of 11 India Street LLC, (a) ✓ personally known to me, or (b) proved to me through satisfactory evidence of identification which was , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for its stated purpose on behalf of 11 India Street LLC, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Holly J. Visco
Notary Public

Printed name:

My commission expires:

MASSACHUSETTS EXCISE TAX
Nantucket County ROD #16 001
Date: 04/16/2021 03:50 PM
Ctrl# 465221 10149 Doc# 00001502
Fee: \$175,580.00 Cons: \$38,500,000.00



NANTUCKET LAND BANK CERTIFICATE	
☒ Paid \$	770,000-
☐ Exempt	
☐ Non-applicable	
No.	43124
Date	4/16/21
Authorization	SH

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



Town & County of NANTUCKET, MA

At the Select Board meeting held Wednesday, April 28, 2021 the Board approved the application for a new Annual All-Alcoholic Beverages Innholder License for LH Manager Northeast, LLC dba Faraway Hotel, Evan Bailey, Manager, for the premises located at 11 India Street, Nantucket, MA 02554. The Board determined that this new liquor license is not detrimental to the spiritual activities of St. Mary's Roman Catholic Church, 3 Federal Street, Nantucket, MA 02554 or the United Methodist Church, 2 Center Street, Nantucket, MA 02554. St. Mary's Roman Catholic Church and United Methodist Church are located within 500 feet of the licensed premises of Faraway Hotel.

Dawn Hill Holdgate, Chair

Jason Bridges, Vice Chair

Matt Fee

Kristie Ferrantella

Melissa Murphy



Agenda Item Summary

Agenda Item #	X. 7.
Date	4/28/2021

Staff

Katie Cabral, Office Manager

Subject

Verizon New England, Inc.

Executive Summary

Customer proposes to push 2" steel conduit from a pedestal, PED #11, approximately 35' northerly across Low Beach Rd to connect to customer placed conduit at a point 140' westerly from Pond Street for new services for the US Coast Guard.

Staff Recommendation

n/a

Background/Discussion

Verizon has noted that the intent is to push the pipe underneath Low Beach Road; however, if there is a problem, the road may have to be cut, but only as a last option.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

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

n/a

Attachments

Departmental comments; NGrid petition; email from Verizon



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: VERIZON
TYPE: ORDER FOR CONDUIT LOCATIONS
SITE ADDRESS: Low Beach Road
HEARING DATE: April 28, 2021

COMMENTS

NPD: No Issues. - Deputy Gibson
FIRE: No Concerns- Chief Murphy
PLANNING: No Issues
DPW: No Issues** - Stephen Arceneaux
SEWER: Please contact Sewer Department to mark out sewer lines prior to any work being done. - David Gray
WWCo: Please call for WWCo for a mark out of water main and services. - Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

From: [Katie Cabral](#)
To: [Erika Mooney](#)
Subject: FW: Low Beach Rd petition
Date: Thursday, April 22, 2021 2:25:21 PM
Attachments: [image001.png](#)

FYI

Katie Cabral
Town Administration
Town of Nantucket
508.228.7255

From: kim.paquette@verizon.com <kim.paquette@verizon.com>
Sent: Thursday, April 22, 2021 2:17 PM
To: daryl.crossman@verizon.com; Katie Cabral <kcabral@nantucket-ma.gov>
Cc: Anthony Marini <AMarini@pike.com>
Subject: RE: Low Beach Rd petition

Good afternoon,
The work is needed to provide new facilities to the US Coast Guard. The intent is to push pipe underneath the road way, however if there is a problem, the road may have to be cut, but only as a last option.
Thank you
Kim



Kim Paquette

Engr III Spec-Ntwk Eng&Ops
New England Field Engineering

O 508-398-5731
44 Old Townhouse Rd
S Yarmouth MA 02664



From: Crossman, Daryl
Sent: Thursday, April 22, 2021 2:01 PM
To: Katie Cabral <kcabral@nantucket-ma.gov>; Paquette, Kim <kim.paquette@one.verizon.com>
Cc: Anthony Marini <AMarini@pike.com>
Subject: RE: Low Beach Rd petition

Hi Kim



385 Myles Standish Blvd
Taunton, MA 02780

January 12, 2021

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

Dear Select Board:

Attached is a petition for VERIZON NEW ENGLAND, INC. to install conduit from solely owned pedestal near PED#11 across the roadway on Low Beach Road in the town of Nantucket, Massachusetts as shown on the attached plan.

Would you kindly consider this petition and return the executed copies.

Yours truly,

A handwritten signature in black ink that reads "Daryl Crossman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Daryl Crossman
Manager Rights of Way
(508) 398-5754 - Office
daryl.crossman@verizon.com - Email

PETITION FOR CONDUIT LOCATIONS

January 12, 2021

To the Select Board

in NANTUCKET, Massachusetts

VERIZON NEW ENGLAND INC. requests permission to place conduit, wires, cables, pedestals and fixtures including the necessary sustaining and protecting fixtures to be owned and used by your petitioners, along and across the following public way or ways:

LOW BEACH ROAD:

This petition proposes to push 2 inch steel conduit from a pedestal, PED #11, approximately 35' northerly across to roadway to connect to customer placed conduit at a point 140' westerly from Pond St.

This work is required to accommodate a new service.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain conduit, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said conduit to be erected substantially in accordance with the plan filed herewith marked-
VZ N.E. Inc. No. **MA2020-45**. Dated **September 18, 2020**.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such conduit and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By

Rights of Way Agent

Dated this 12 day of Jan, 2021.

ORDER FOR CONDUIT LOCATIONS CITY

By the Select Board of the Town of NANTUCKET, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **VERIZON NEW ENGLAND INC.** be and they are hereby granted joint or identical locations for and permission to place and maintain conduit and their respective wires, hand holes and cables to be placed thereon, together with anchors guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the **18th** day of **SEPTEMBER, 2020.**

All construction under this order shall be in accordance with the following conditions:

Wire, conduits and hand holes shall be placed substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. **MA 2020-45** in a package Dated **9/18/2020** - filed with said petition.

LOW BEACH ROAD:

This petition proposes to push 2 inch steel conduit from a pedestal, PED #11, approximately 35' northerly across to roadway to connect to customer placed conduit at a point 140' westerly from Pond St.

This work is required to accommodate a new service.

The following are the public ways or parts of ways along which the conduit above referred to may be erected, and the conduit, which may be erected thereon under this order:

**Low Beach Road:
35' sole 2" conduit**

Also, that permission be and hereby is granted to said company to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such underground facilities, poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectmen in the Town of NANTUCKET, Massachusetts held on the _____ day of _____ 2021.

Selectmen Clerk

We hereby certify that on _____ 2021, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. for permission to place conduit , pedestals, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the company is permitted to erect conduit, pedestals, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of NANTUCKET, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Town Council of the Town of **NANTUCKET**, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said Town, Book _____, Page _____, this certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



PETITION PLAN

MUNICIPALITY

NANTUCKET

VZ N.E. Inc. No.

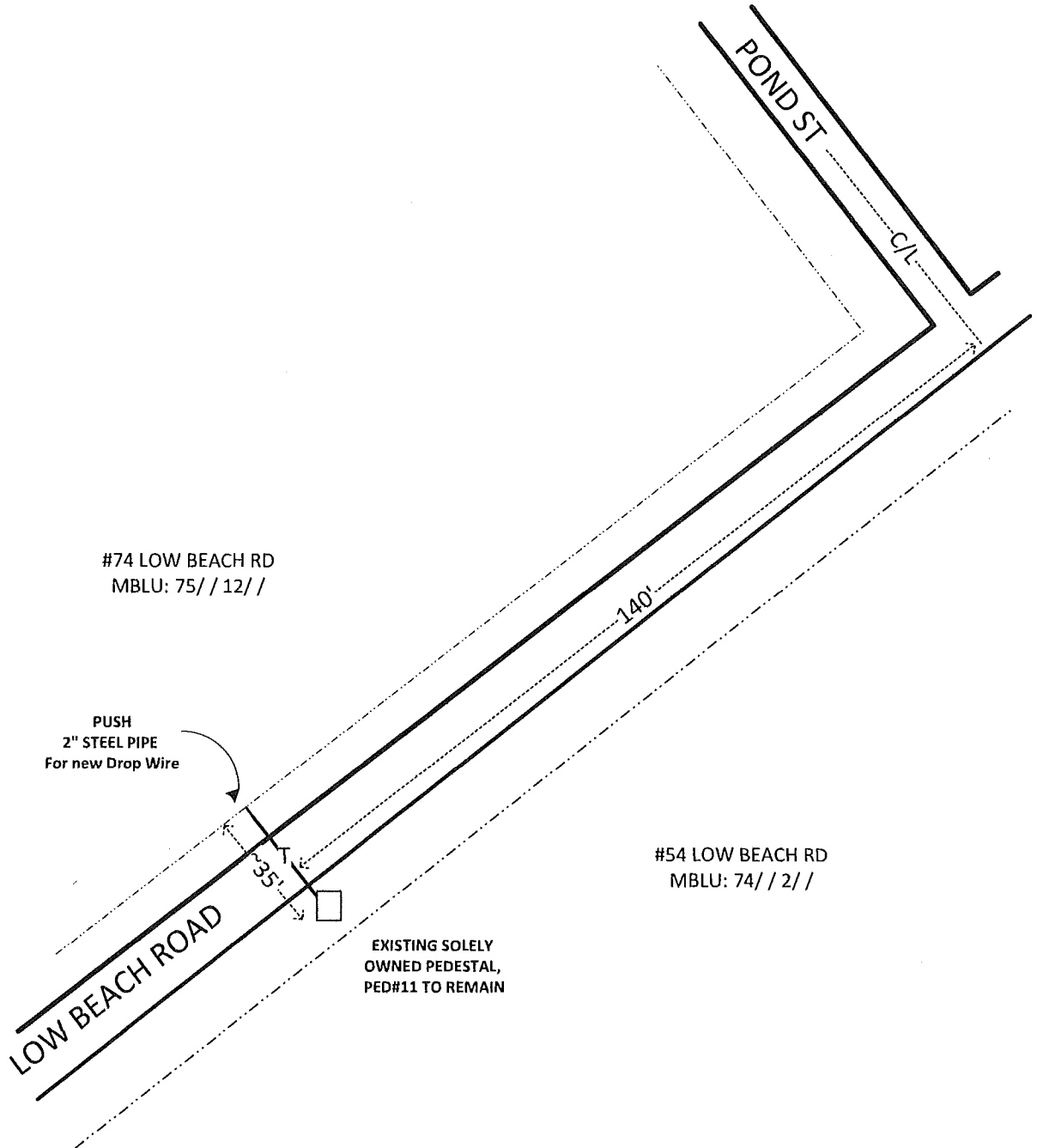
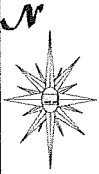
MA2020-45

VERIZON NEW ENGLAND INC.

DATE : SEPTEMBER 18, 2020

SHOWING

PROPOSED PLACEMENT THIRTY-FIVE FEET (35') OF CONDUIT ON LOW BEACH ROAD



LEGEND

NOT TO SCALE

— T — PROPOSED SOLELY OWNED CONDUIT TO BE PLACED
□ EXISTING SOLELY OWNED PEDESTAL TO REMAIN

— EDGE OF PAVEMENT
- . - . - . EDGE OF ROADWAY
- - - - - PROPERTY LINE

ABUTTERS LIST

PARCEL ID: 75 / / 12 / /
74 LOW BEACH RD

U S COAST GUARD
BRANT POINT
NANTUCKET, MA. 02554

PARCEL ID: 74 / / 2 / /
54 LOW BEACH RD

TOWN OF NANTUCKET
16 BROAD STREET
NANTUCKET, MA. 02554

TOWN OF NANTUCKET
OUR ISLAND HOME - ENTERPRISE FUND
Operating Revenue and Expenditures for Three Months Ended Mar 31, 2021

	Budget	Three Months Ended Mar 31	
	FY2021	FY2021 Actuals	FY2020 Actuals
Revenue	\$ 3,767,818	\$ 5,649,583	\$ 2,971,435
Expenses	8,794,778	5,409,381	5,488,058
Net Earnings	(5,026,960)	240,202	(2,516,623)
Transfer from Retained Earnings	1,500,000	1,500,000	2,687,245
NET EARNINGS	\$ (3,526,960)	\$ 1,740,202	\$ 170,622
Retained Earnings			
OTHER SOURCES/USES:			
General Fund Subsidy	\$ 3,500,000	\$ 3,500,000	\$ -
Encumbrance Carryforwards	26,960	21,687	162,162
FinCom GF Reserve Fund Transfer	-	-	-
Surplus(Deficit) Including Debt Service and Other Financing Sources	\$ (0)	\$ 5,261,888	\$ 332,783

Certified Retained Earnings as of July 01, 2020	\$ 2,046,379
Minus amount allocated at June 25, 2020 ATM	(1,500,000)
Plus: Current Surplus as of Mar 31, 2021	5,261,888
Projected Balance as of Mar 31, 2021 ⁽¹⁾⁽²⁾	\$ 5,808,267

(1) Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

(2) Actual balance will be lower due to encumbrances that are carried forward



OIH Q3 / FY2021 REVENUE

OIH Revenue for Three Months Ended Mar 31, 2021

REVENUE	Quarter Ended Mar 31		QTR/QTR		FY2021 Budget
	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	Quarter
Medicaid Patient Revenue \$	405,329	\$ 424,175	(4%)	\$ (18,845)	\$ 438,983
Medicare Revenue	108,540	235,006	(54%)	(126,467)	79,370
Private Patient Income	212,880	342,023	(38%)	(129,143)	243,998
Patient Paid Amount	157,697	97,098	62%	60,600	110,213
Secondary Insurance	12,190	8,219	48%	3,971	44,391
Direct Care Staff Payments	-	-	na	-	25,000
Prior Year CPE Receipts	-	-	na	-	-
Bounced Checks	-	-	na	-	-
Interest Earned	-	-	na	-	-
Total Revenue*	\$ 896,636	\$ 1,106,521	(19%)	\$ (209,885)	\$ 941,955

OTHER FINANCING SOURCES	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	QTR Budget
General Fund Subsidy \$	-	\$ -	na	-	-
Voted Use of Certified Retained Earnings - Operations	-	-	na	-	-
FinCom Transfer	-	-	na	-	-
FY2020 Encumbrance Carryforward	-	-	na	-	-
Total Other Financing Sources	\$ -	\$ -	na	\$ -	-

TOTAL REVENUE AND OTHER FINANCIAL S	\$ 896,636	\$ 1,106,521	(19%)	\$ (209,885)	\$ 941,955
--	-------------------	---------------------	--------------	---------------------	-------------------

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.



H Q3 / FY2021 REVENUE

OIH Revenue for Nine Months Ended Mar 31, 2021

REVENUE	NineMonths Months Ended Mar 31		YTD/YTD		FY2021 Budget	Variance to Budget	% of Budget Used
	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	YTD		
Medicaid Patient Revenue	\$ 1,248,500	\$ 1,232,202	1%	\$ 16,298	\$ 1,316,948	\$ (507,431)	71%
Medicare Revenue	286,530	423,029	(32%)	(136,499)	238,110	(30,950)	90%
Private Patient Income	850,970	903,740	(6%)	(52,770)	731,994	(125,022)	87%
Patient Paid Amount	395,399	349,279	13%	46,119	330,638	(45,451)	90%
Secondary Insurance	45,537	63,183	(28%)	(17,646)	133,174	(132,028)	26%
Direct Care Staff Payments	-	-	na	-	75,000	(100,000)	0%
Prior Year CPE Receipts	2,822,647	-	na	2,822,647	-	2,822,647	na
Bounced Checks	-	-	na	-	-	-	na
Interest Earned	-	-	na	-	-	-	na
Total Revenue*	\$ 5,649,583	\$ 2,971,435	90%	\$ 2,678,148	\$ 2,825,864	\$ 1,881,765	150%
OTHER FINANCING SOURCES							
	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	YTD Budget	Variance to Budget	% of Budget Used
General Fund Subsidy	\$ 3,500,000	\$ -	na	\$ 3,500,000	-	\$ -	100%
Voted Use of Certified Retained Earnings - Operations	-	-	na	-	-	(1,500,000)	0%
FinCom Transfer	-	-	na	-	-	-	na
FY2020 Encumbrance Carryforward	21,687	162,162	(87%)	(140,475)	-	(5,273)	80%
Total Other Financing Sources	\$ 3,521,687	\$ 162,162	2,072%	\$ 3,359,525	\$ -	(1,505,273)	70%
TOTAL REVENUE AND OTHER FINANCIAL S	\$ 9,171,270	\$ 3,133,596	193%	\$ 6,037,673	\$ 2,825,864	\$ 376,492	104%

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.



OIH Q3 / FY2021 Expenses

OIH Operating Expenses for Three Months Ended Mar 31, 2021

OPERATING EXPENSES WITHOUT DEBT	Quarter Ended Mar 31		QTR/QTR		FY2021 Budget
	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	Quarter
Payroll - Salary \$	1,000,956	\$ 1,009,827	(1%)	\$ (8,871)	\$ 1,070,358
Medicare P/R Tax Expense	13,957	13,987	(0%)	(30)	15,065
Medical Insurance	255,328	268,044	(5%)	(12,716)	385,309
Barnstable County Retirement	684,034	-	na	684,034	207,378
Contractual Obligations	-	-	na	-	33,850
Utilities	44,431	40,925	9%	3,506	38,964
Repairs & Maintenance	1,440	10,790	(87%)	(9,350)	14,000
Food	33,085	33,623	(2%)	(538)	36,613
Professional Services	178,394	231,644	(23%)	(53,250)	260,824
Medical Supplies	37,829	28,396	33%	9,432	29,633
General Insurance	-	-	na	-	24,668
Other Supplies	17,025	11,943	43%	5,082	13,613
Indirect Costs	23,075	23,075	0%	0	23,075
Other	9,718	9,415	3%	303	45,346
Transfer to Capital	-	-	na	-	-
Total Expenditures - Excluding Debt Service	\$ 2,299,271	\$ 1,681,669	37%	\$ 617,602	\$ 2,198,695

DEBT SERVICE	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change	QTR Budget
Principal \$	-	\$ -	na	-	\$ -
Interest	-	-	na	-	-
Issuance Costs	-	-	na	-	-
BAN Costs, Principal, Interest	-	-	na	-	-
Other	-	-	na	-	-
Total Debt Service	\$ -	\$ -	na	\$ -	\$ -

TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 2,299,271	\$ 1,681,669	37%	\$ 617,602	\$ 2,198,695
--	---------------------	---------------------	------------	-------------------	---------------------

Target Debt Service to Total Expenses Ratio

12%

12%

Actual Debt Service to Total Expenses Ratio

0%

0%



OIH Q3 / FY2021 Expenses

OIH Operating Expenses for Nine Months Ended Mar 31, 2021

OPERATING EXPENSES WITHOUT DEBT	Nine Months Ended Mar 31		YTD/YTD	
	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change
Payroll - Salary \$	2,860,722	\$ 2,807,823	2%	\$ 52,899
Medicare P/R Tax Expense	39,769	39,887	(0%)	(119)
Medical Insurance	838,244	744,362	13%	93,882
Barnstable County Retirement	684,034	710,818	(4%)	(26,784)
Contractual Obligations	-	-	na	-
Utilities	100,536	101,809	(1%)	(1,274)
Repairs & Maintenance	42,831	36,938	16%	5,893
Food	92,324	97,661	(5%)	(5,337)
Professional Services	520,499	742,643	(30%)	(222,144)
Medical Supplies	80,975	83,946	(4%)	(2,971)
General Insurance	20,096	-	na	20,096
Other Supplies	39,776	33,045	20%	6,731
Indirect Costs	69,225	69,225	(0%)	(0)
Other	20,351	19,900	2%	452
Transfer to Capital	-	-	na	-
Total Expenditures - Excluding Debt Service	\$ 5,409,381	\$ 5,488,058	(1%)	\$ (78,677)
DEBT SERVICE	FY2021 Actuals	FY2020 Actuals	% Change	\$ Change
Principal \$	-	\$ -	na	\$ -
Interest	-	-	na	-
Issuance Costs	-	-	na	-
BAN Costs, Principal, Interest	-	-	na	-
Other	-	-	na	-
Total Debt Service	\$ -	\$ -	na	\$ -
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 5,409,381	\$ 5,488,058	(1%)	\$ (78,677)

Target Debt Service to Total Expenses Ratio

12%

12%

Actual Debt Service to Total Expenses Ratio

0%

0%

TOWN OF NANTUCKET
SOLID WASTE ENTERPRISE FUND
Operating Revenue and Expenses for Three Months Ended Mar 31, 2021

	Budget	Nine Months Ended Mar 31	
	FY2021	FY2021	FY2020
Revenue	\$ 3,586,600	\$ 2,174,959	\$ 2,278,312
Expenses	11,757,240	8,043,887	6,914,052
Gross Earnings	(8,170,640)	(5,868,928)	(4,635,740)
Transfer from Retained Earnings	1,358,530	1,358,530	1,367,606
Net Earnings	\$ (6,812,110)	\$ (4,510,398)	\$ (3,268,134)
Retained Earnings			
Net Sources (Uses)			
General Fund Subsidy - Override	-	-	-
General Fund Subsidy - Tax Levy	-	-	-
General Fund Subsidy	6,343,105	6,343,105	-
Authorized use of free cash			
General Fund Subsidy - Shortfall Raised on Recap			
Encumbrance Carryforwards	469,005	430,673	84,340
FinCom GF Reserve Fund Transfer			
Surplus (Deficit)	\$ -	\$ 2,263,380	\$ (3,183,794)

Certified Retained Earnings as of July 01, 2020 \$ 932,731

Plus: Current Surplus as of Mar 31, 2021 \$ 2,263,380

Projected Balance as of Mar 31, 2021 (1)(2) \$ 3,196,111

(1) Revenues remain a projection, until certified by the the Department of Revenue. Therefore this is only a projection as of this point in time until Retained Earnings go through the Certification process.

(2) Actual balance will be lower due to encumbrances carried forward



Q3 FY21 Solid Waste Revenue

Operating Revenue for Quarter Ended Mar 31, 2021

REVENUE	Quarter Ended Mar 31		QTR/QTR		FY2021 Budget
	FY2021	FY2020	\$ Change	% Change	QUARTER
Landfill Fees \$	(380)	\$ 321,123	\$ (321,503)	(100%)	\$ 114,150
Tipping Fees	729,502	482,469	247,033	51%	782,500
Debt Premium	-	-	-	na	-
Miscellaneous Revenues	3	1	3	420%	-
Total Revenue*	\$ 729,125	\$ 803,593	\$ (74,467)	(9%)	\$ 896,650

OTHER FINANCING SOURCES	FY2021	FY2020	\$ Change	% Change	QUARTER
General Fund Subsidy - Override \$	-	\$ -	\$ -	na	\$ -
General Fund Subsidy	-	-	-	na	-
General Fund Subsidy - Shortfall Raised on Recap	-	-	-	na	-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-
Voted Use of Certified Free Cash - Operations	-	-	-	na	-
Encumbrance Carryforwards	-	84,340	(84,340)	(100%)	-
Total Other Financing Sources	\$ -	\$ 84,340	\$ (84,340)	(100%)	\$ 1,585,776
Total Revenue and Other Financing Sources	\$ 729,125	\$ 887,933	\$ (158,807)	-18%	\$ 2,482,426

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.



Q3 FY21 Solid Waste Expenses

Operating Expenses for Three Months Ended Mar 31, 2021

OPERATING EXPENDITURES WITHOUT DEBT	Quarter Ended Mar 31		QTR/QTR	
	FY2021	FY2020	\$ Change	% Change
Payroll - Salary \$	12,765	\$ 331	\$ 12,434	3,751%
Medicare P/R Tax Expense	178	3	174	5,271%
Medical Insurance	-	-	-	na
Barnstable County Retirement	-	-	-	na
Utilities	87,020	95,714	(8,694)	(9%)
Repair & Maintenance	44,496	31,544	12,952	41%
Prof. Services - Collection & Disposal	1,728,589	1,397,227	331,362	24%
Prof. Services - Recycle / MRF	398,492	221,870	176,622	80%
Freight	625,643	405,756	219,887	54%
General Insurance	-	-	-	na
Indirect Costs	28,750	28,750	(0)	(0%)
Other (Contingency)	23,419	36,782	(13,363)	(36%)
Total Expenses - Excluding Debt Service	\$ 2,949,351	\$ 2,217,977	\$ 731,374	33%
DEBT SERVICE	FY2021	FY2020	\$ Change	% Change
Principal \$	-	\$ -	\$ -	na
Interest	325	-	325	na
Issuance Costs	-	-	-	na
BAN Costs, Principal, Interest	-	-	-	na
Other	-	-	-	na
Total Debt Service	\$ 325	\$ -	\$ 325	na
Total Expenses and Debt Service	\$ 2,949,676	\$ 2,217,977	\$ 731,699	33%



Q3 FY21 Solid Waste Expenses

Operating Expenses for Three Months Ended Mar 31, 2021

	Nine Months Ended Mar 31		YTD/YTD		FY2021 Budget		FY2021 Budget	
	FY2021	FY2020	\$ Change	% Change	YTD	Annual w/ Carryfwd		
OPERATING EXPENDITURES WITHOUT DEBT								
Payroll - Salary \$	12,765	\$ 9,408	\$ 3,357	36%	\$ 92,836	\$ 123,781		
Medicare P/R Tax Expense	178	135	43	32%	1,133	1,510		
Medical Insurance	-	-	-	na	22,500	30,000		
Barnstable County Retirement	-	-	-	na	-	-		
Utilities	249,322	267,402	(18,081)	(7%)	330,777	441,037		
Repair & Maintenance	44,496	39,456	5,040	13%	198,375	264,500		
Prof. Services - Collection & Disposal	4,835,818	4,566,188	269,630	6%	5,463,702	7,284,935.86		
Prof. Services - Recycle / MRF	1,076,544	577,142	499,402	87%	707,143	942,858		
Freight	1,613,223	1,222,512	390,711	32%	1,710,061	2,280,081		
General Insurance	-	-	-	na	-	-		
Indirect Costs	86,250	86,250	0	0%	86,250	115,000		
Other (Contingency)	86,321	106,295	(19,974)	(19%)	173,194	230,926		
Total Expenses - Excluding Debt Service	\$ 8,004,916	\$ 6,874,788	\$ 1,130,127	16%	\$ 8,785,971	\$ 11,714,627		
DEBT SERVICE								
Principal \$	34,000	\$ 34,000	\$ -	0%	\$ 25,500	\$ 34,000		
Interest	4,972	5,264	(293)	(6%)	6,460	8,613		
Issuance Costs	-	-	-	na	-	-		
BAN Costs, Principal, Interest	-	-	-	na	-	-		
Other	-	-	-	na	-	-		
Total Debt Service	\$ 38,972	\$ 39,264	\$ (293)	(1%)	\$ 31,960	\$ 42,613		
Total Expenses and Debt Service	\$ 8,043,887	\$ 6,914,052	\$ 1,129,835	16%	\$ 8,817,930	\$ 11,757,240		



Sewer Enterprise Fund

*Quarterly Financial Report
Third Fiscal Quarter Ended
March 31, 2021*



Table of Contents

Sewer Financial Highlights.....	1
Sewer Summary.....	2
Sewer Revenue Chart.....	3
Sewer Revenues.....	4,5
Sewer Expenses Chart.....	6
Sewer Expenses.....	7,8

Sewer Financial Highlights

Sewer Revenues

Total Revenue was up \$902K (+93%) for the 3rd Qtr. of FY21 over the FY20 year ago period. Sewer User Fee Income was strong during the quarter with \$1,461M collected, an increase of 654K (+81%) from the same period a year ago. Sewer Permit Fees continue to be strong during the quarter with \$272K collected which is an increase of \$218K (+408%) over the same quarter a year ago.

Total Revenue Year to Date is \$8,050M an increase of 2,294M over the same 9 month period in FY20. Sewer Fee income continues to drive this increase on a year to date basis, with permit fees also performing ahead of expectations. As noted in the 2nd Qtr. report, the collaboration with the Assessors Office has contributed to a substantial increase in the amount of SPFs paid in full.

Sewer Expenses

Operating expenses, excluding Debt Service for the first six months of FY2021 were up 28% compared to FY20. This is a result of the Barnstable County Retirement being posted into the 3rd Qtr.

On a YTD basis the expenditures in total were up 12% in the 3rd Qtr. Of FY21 as compared to FY20. This is a result of the Barnstable County Retirement payment, and the increase in debt service as permanent financing was put in place for the Nantucket Harbor Shimmo and Sea Street Projects.

Sewer Summary

**TOWN OF NANTUCKET
SEWER ENTERPRISE FUND
Operating Revenue and Expenses for Three Months Ended Mar 31, 2021**

	BUDGET	Nine Months Ended Mar 31	
	FY2021	FY2021	FY2020
Revenue	\$ 8,770,408	\$ 8,050,269	\$ 5,755,744
Expenses	9,378,562	7,511,156	6,687,074
Gross Earnings	(608,154)	539,113	(931,330)
Funding from Retained Earnings	600,000	600,000	670,515
Net Earnings	\$ (8,154)	\$ 1,139,113	\$ (260,815)
Retained Earnings			
Net Sources (Uses)			
Encumbrance Carryforwards	8,154	8,136	51,578
Surplus (Deficit)	\$ (0)	\$ 1,147,249	\$ (209,237)

Certified Retained Earnings As of July 01, 2020	\$ 1,827,837
Plus: Current Surplus as of Mar 31, 2021	1,147,249
<i>Projected Balance as of Mar 31, 2021 ⁽¹⁾⁽²⁾</i>	<i>\$ 2,975,086</i>

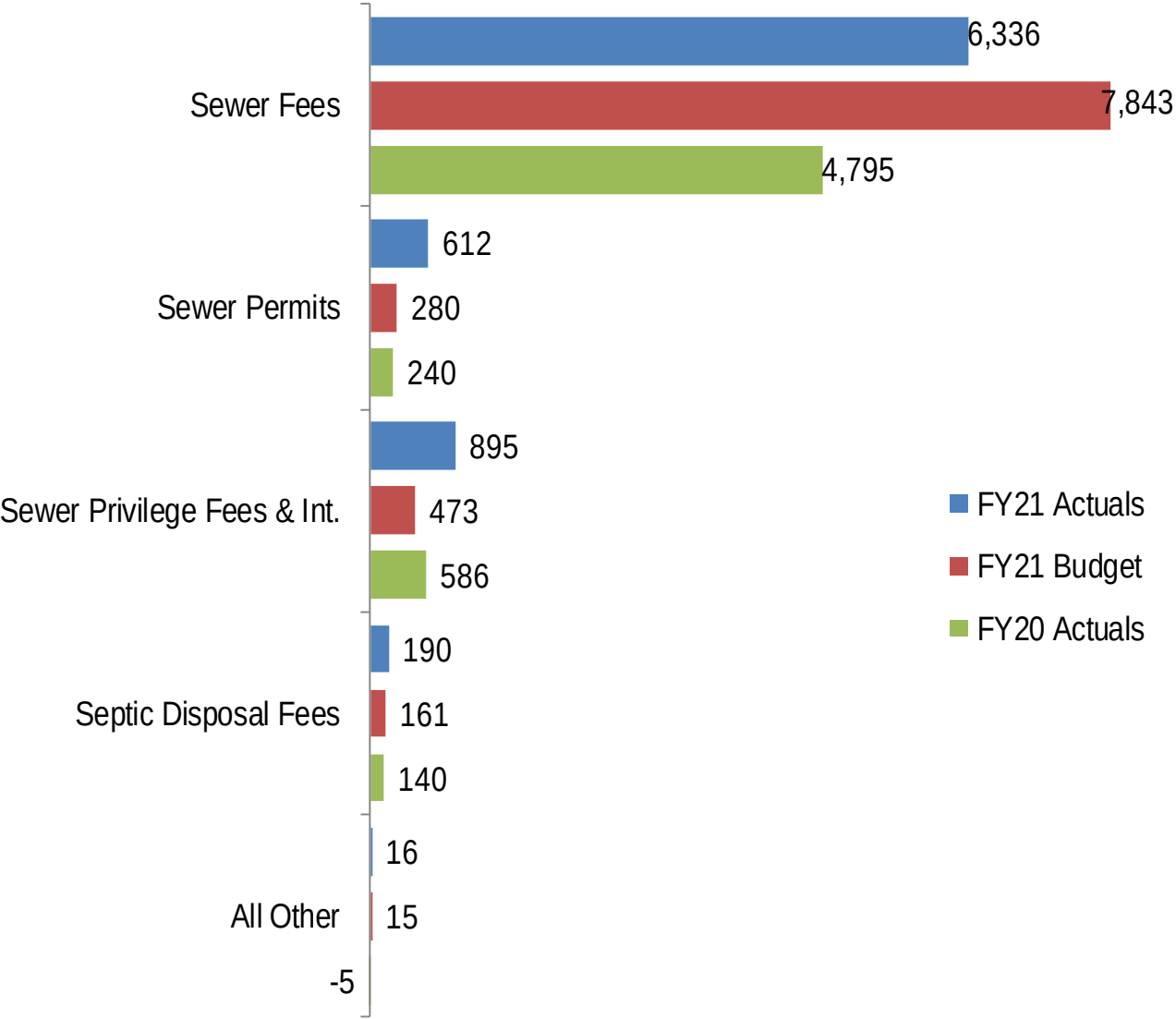
(1) Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

(2) Actual balance will be lower than projected due to encumbrances carried forward

Sewer Revenues

Where does the money come from?

Top Revenue Categories YTD (in thousands)





Sewer Revenues

Sewer Enterprise Fund Revenue for Nine Ended Mar 31, 2021

REVENUE	Quarter Ended Mar 31		QTR/QTR	
	FY2021	FY2020	\$ Change	% Change
Sewer Fee Income \$	1,461,543	\$ 806,909	\$ 654,635	81%
Sewer Permits	272,300	53,650	218,650	408%
Sewer Privilege Fees & Interest	77,218	95,157	(17,939)	(19%)
Septic Disposal Fees	53,707	13,007	40,700	313%
Sewer Liens Collected	2,675	-	2,675	na
Penalties Collected	156	118	38	32%
Interest on Investments	-	-	-	na
Debt Premium	-	-	-	na
Other	-	(3,236)	3,236	(100%)
Total Revenue*	\$ 1,867,599	\$ 965,604	\$ 901,995	93%

OTHER FIN. SOURCES (USES)	FY2021	FY2020	\$ Change	% Change
General Fund Subsidy \$	- \$	- \$	-	na
General Fund Free Cash Subsidy	-	-	-	na
Voted Use of Certified Retained Earnings - Operations	-	-	-	na
Transfer to Capital Project Fund	-	-	-	na
FY2020 Encumbrance Carryforward	-	-	-	na
Total Other Financing Source	\$ -	\$ -	\$ -	na

TOTAL REVENUE AND OTHER FIN. SOURCES/USES \$	1,867,599	\$ 965,604	\$ 901,995	93%
--	-----------	------------	------------	-----



Sewer Revenues

Sewer Enterprise Fund Revenue for Nine Ended Mar 31, 2021

REVENUE	Nine Months Ended Mar 31		YTD/YTD		FY2021 Budget	FY2021 Budget	FY2021 Budget
	FY2021	FY2020	\$ Change	% Change	Quarter	YTD	Annual w/ Carryfwd
Sewer Fee Income	\$ 6,336,482	\$ 4,795,062	\$ 1,541,420	32%	\$ 1,960,647	\$ 5,881,941	\$ 7,842,588
Sewer Permits	612,450	239,529	372,921	156%	70,005	210,015	280,020
Sewer Privilege Fees & Interest	895,492	585,548	309,944	53%	118,125	354,375	472,500
Septic Disposal Fees	190,269	140,386	49,882	36%	40,125	120,375	160,500
Sewer Liens Collected	2,675	790	1,885	239%	3,375	10,125	13,500
Penalties Collected	507	424	83	20%	325	975	1,300
Interest on Investments	-	-	-	na	-	-	-
Debt Premium	-	-	-	na	-	-	-
Other	12,394	(5,996)	18,390	(307%)	-	-	-
Total Revenue*	\$ 8,050,269	\$ 5,755,744	\$ 2,294,525	40%	\$ 2,192,602	\$ 6,577,806	\$ 8,770,408

OTHER FIN. SOURCES (USES)	FY2021	FY2020	\$ Change	% Change	Quarter	YTD	Annual w/ Carryfwd
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -	\$ -	\$ -
General Fund Free Cash Subsidy	-	-	-	na	-	-	-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-	-	600,000
Transfer to Capital Project Fund	-	-	-	-	-	-	-
FY2020 Encumbrance Carryforward	8,136	51,578	(43,442)	(84%)	-	-	8,154
Total Other Financing Source	\$ 8,136	\$ 51,578	\$ (43,442)	(84%)	\$ -	\$ -	\$ 608,154

TOTAL REVENUE AND OTHER FIN. SOURCES/USES	\$ 8,058,405	\$ 5,807,322	\$ 2,251,083	39%	\$ 2,344,641	\$ 7,033,922	\$ 9,378,562
---	--------------	--------------	--------------	-----	--------------	--------------	--------------

Sewer Expenses

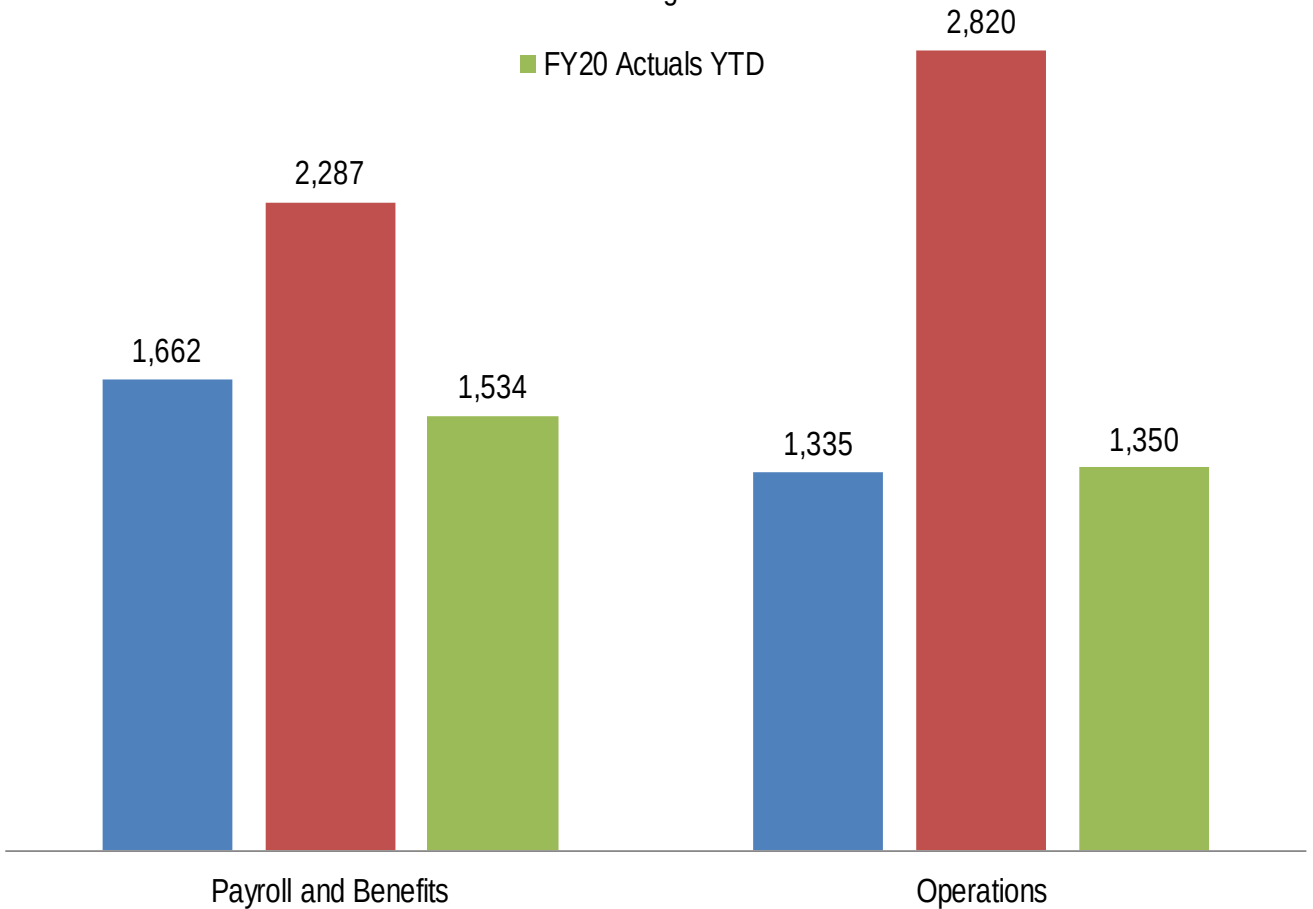
Where does the money go?

Top Expenditure Categories YTD (in thousands)

■ FY21 Actuals YTD

■ FY21 Budget

■ FY20 Actuals YTD





Sewer Expenses

Sewer Enterprise Fund Expenses for Three Months Ended Mar 31, 2021

	Quarter Ended Mar 31		QTR/QTR	
	2021	2020	\$ Change	% Change
OPERATING EXPENSES WITHOUT DEBT				
Payroll - Salary	\$ 340,440	\$ 411,680	(71,239)	(17%)
Medicare P/R Tax Expense	4,760	5,746	(987)	(17%)
Medical Insurance	82,027	76,673	5,354	7%
Barnstable County Retirement	301,753	-	301,753	na
Utilities	154,717	156,082	(1,365)	(1%)
Repairs & Maintenance	49,863	50,836	(973)	(2%)
Professional Services	97,092	65,536	31,556	48%
Sludge Disposal	81,717	60,758	20,959	34%
Sewer Supplies & Chemicals	34,235	31,914	2,321	7%
General Insurance	-	-	-	na
Other Supplies	18,361	20,986	(2,625)	(13%)
Other - Miscellaneous	39,433	54,116	(14,683)	(27%)
Indirect Costs	20,500	20,500	(0)	(0%)
Total Expenditures - Excluding Debt Service	\$ 1,224,897	\$ 954,826	\$ 270,071	28%
DEBT SERVICE				
Principal	\$ 225,174	\$ 220,384	4,790	2%
Interest	454,710	380,141	74,570	20%
Issuance Costs	-	-	-	na
BAN Costs, Principal, Interest	-	-	-	na
MWPAT Admin Fee	30,598	30,415	182	1%
Total Debt Service	\$ 710,482	\$ 630,940	\$ 79,542	13%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 1,935,379	\$1,585,766	\$ 349,613	22%
Target Debt Service to Operating Expense Ratio	12%	12%		



Sewer Expenses

Sewer Enterprise Fund Expenses for Nine Months Ended Mar 31, 2021

	Nine Months Ended Mar 31		YTD/YTD	
	FY2021	FY2020	\$ Change	% Change
OPERATING EXPENSES WITHOUT DEBT				
Payroll - Salary	\$ 1,090,994	1,085,725	\$ 5,269	0%
Medicare P/R Tax Expense	15,279	15,509	(231)	(1%)
Medical Insurance	254,307	215,177	39,130	18%
Barnstable County Retirement	301,753	217,250	84,503	39%
Utilities	408,380	431,592	(23,212)	(5%)
Repairs & Maintenance	166,955	218,943	(51,988)	(24%)
Professional Services	224,824	203,882	20,942	10%
Sludge Disposal	204,293	162,383	41,910	26%
Sewer Supplies & Chemicals	140,913	124,760	16,153	13%
General Insurance	-	-	-	na
Other Supplies	58,439	62,894	(4,455)	(7%)
Other - Miscellaneous	131,331	145,962	(14,630)	(10%)
Indirect Costs	61,500	61,500	0	0%
Total Expenditures - Excluding Debt Service	\$ 3,058,967	\$ 2,945,578	\$ 113,389	4%
DEBT SERVICE				
	FY2021	FY2020	\$ Change	% Change
Principal	\$ 3,362,764	\$ 2,787,062	\$ 575,702	21%
Interest	1,026,154	868,901	157,252	18%
Issuance Costs	-	-	-	na
BAN Costs, Principal, Interest	-	-	-	na
MWPAT Admin Fee	63,271	85,533	(22,262)	(26%)
Total Debt Service	\$ 4,452,189	\$ 3,741,496	\$ 710,693	19%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 7,511,156	\$ 6,687,074	\$ 824,082	12%
Target Debt Service to Operating Expense Ratio	12%	12%		
Actual Debt Service to Total Expense Ratio				

Monthly Town Management Activities Report

April 28, 2021

As of 04/25/21

Highlights (major projects):

Plans/Reports/Studies*

- Coastal Resiliency Plan – actively underway
- Strategic Plan (implementation on-going); updated Strategic Plan for 2020-21 adopted at 1/13/21 Select Board meeting; staff working on implementation planning
- Madaket Water Quality Improvement Plan –contract on 3/17 agenda for update of conceptual design and estimated cost; **consultants working on updates to route and costs**; then, will schedule review with SB and with Madaket group;
- Facilities Master Plan – Select Board workshops in November and January; will receive a summary report from the Novak Group and will review next steps from there; concession planning led by Facilities working with Park & Recreation Commission and other stakeholders for input (Coastal Res; Historic Pres, etc); **contract with Weston & Sampson for professional assistance will be on upcoming SB agenda**
- Baxter Road long-term planning – contract executed with Arcadis at 2/10/21 SB meeting; update expected in early April; **update given at 4/14 SB meeting**
- PFAS Town-wide Risk Assessment – report presented at 2/10/21 SB meeting; staff working with consultant on next steps

Meetings

- Department Heads 1:1
- Cabinet
- Admin Staff – meeting monthly
- Agenda Prep – weekly meetings
- Select Board – individual meetings, weekly
- 2021 Annual Town Meeting and Election planning – underway; **including the Outdoor Venue; planning update to be provided to SB 4/28; public info sessions: 5/18 with Town Moderator, Town Clerk, Town Mgr; 5/24 with FinCom re Motions**
- Cape Cod Managers – monthly; **recent discussion re: American Rescue Plan funding**
- COVID Team meeting weekly
- Meetings with NCH-Town re: COVID vaccine distribution planning
- **PFAS – communications; planning**
- **Commuter shuttle/parking at 2FG** – working to address something for summer of 2021; **update for SB 4/28**
- **Solid waste long-term planning/weekly**
- **Public buildings/offices phased re-opening planning**
- **Nantucket Wildlife Response Team**
- **Marine Mammal Alliance of Nantucket**
- **MMMA DEI Task Force**
- **Hazard Mitigation Plan status**
- **Grant opportunities**

Projects/Other*

- COVID-Related: Outreach Meetings, updates; press conference monitoring; MMA/state updates; DPH updates; keeping apprised of most recent state guidance
- Harbormaster Building
- Town Pier
- **Downtown sidewalk project**
- **Surfside Road area sewer project**

- Old Fire Station Reuse (short-term); including installation of trailer for additional meeting space (plans & timeline for office moves being finalized)
- Senior Center
- Our Island Home – stakeholder/community forums being held in March April, 2021; **update as to findings/input scheduled for May 26**
- Strategy re Public Beach Access (per 10/16/19 SB vote) – continuing work pursuant to Select Board xs
- Solar project at WWCo property – **on-going response to neighbor group**
- Harbor Place (scope of work for intermodal transportation underway, per 2020 ATM)
- Third Sewer Force Main – planning underway
- Police Reform Bill analysis – **preparing report to review with Board in May**
- **2021 NCA Forum date will be Tuesday, July 13 9:30 am - Virtual**
- Waitt Dr
- Sewer fee issue(s) from December (still sorting through this with Sewer Regs/legal review)
- Resurrection of Plastics Ban outreach/confirmation that bylaw is active
- **Resilient Nantucket: Resilience for Historic Resources forum last week**

MANY ITEMS HAVE HAD TO BE PUT ON HOLD DUE TO COVID-19 PANDEMIC RESPONSE – some of these include:

- *Revisions/Updates to the Real Estate Yard Sale Program – working on review of proposed revisions with Board*
- *Pool Discharge (and/or Stormwater) Regulations – **in queue***
- *Marijuana License Regulations*
- *Sheep Pond Road – **working on alternative access options***
- *Government 101 – **in queue***
- *Comparison of WIIF to CIWPF*
- *Regulations Codification project – have rec'd codified regs; need to schedule public hearings with 8 Boards/Commissions – **in queue***

Personnel

- Collective Bargaining Negotiations (all units)
- Our Island Home Administrator (permanent)
- Budget Analyst/Finance Department (filled!)
- Transportation Planner