

Town and County of Nantucket Select Board • County Commissioners

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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD AUGUST 17, 2022 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:

<https://youtu.be/elGzxeCiRXM>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_S9aum_50RS2C1b5KYI79ug

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. 2022 Committee Vacancies - Round 3: Agricultural Commission, Finance Committee, Tree Advisory Committee.
3. Short-Term Rental Work Group: Review of Available Seats and Appointment Timeline.
4. Coastal Resilience Advisory Committee and ACKlimate Nantucket: Request to Proclaim September 2022 "Climate Change Awareness Month".
5. No Select Board Meetings on Wednesday, August 24, 2022 at 5:30 PM and Wednesday, August 31, 2022 (Summer Schedule).
6. Select Board Announcements/Comments.

IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS

1. Status of Chapter 33 (Personnel Board) of Code of the Town of Nantucket (Public Comment from August 3, 2022).

2. Fire Department Staffing, Compensation, Equipment (Public Comment from August 3, 2022).
3. Shark Policy (Public Comment from August 3, 2022).
4. Regulation of Devices on Bike Paths (Public Comment from August 3, 2022).

V. PUBLIC COMMENT*

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of July 21, 2022 at 8:30 AM; August 3, 2022 at 6:30 PM; August 4, 2022 at 9:00 AM.
2. Approval of Payroll Warrants for August 7, 2022.
3. Approval of Treasury Warrants for August 10, 2022; August 17, 2022.
4. Approval of Pending Contracts for August 17, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. JOINT MEETING WITH BOARD OF HEALTH

1. Joint Meeting with Board of Health to Review Draft Short-term Rental Regulations.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Applicant Introduction/Review of Applications and Appointments to Agricultural Commission, Contract Review Subcommittee (Human Services), Council for Human Services, Finance Committee, Historic District Commission Associate and Zoning Board of Appeals Alternate, Pursuant to Select Board Committee Appointment Policy.
2. Cisco Brewers and Bartletts Farm: Request for Extension of Hours for Music and Alcoholic Beverage Service on August 23, 2022.
3. Nantucket Land Council: Request for Temporary Shellfishing Exclusion Zone (Closure) Near Fifth Bend on Coatue for Eelgrass Restoration Project.
4. Town Clerk:
 - a) Request for Approval of Warrant for September 6, 2022 State Primary;
 - b) Request for Assignment of Police Officers at Polling Place Pursuant to MGL Chapter 54, Section 72 of New VOTES Act of 2022;
 - c) Request for Annual Appointment of Election Workers Pursuant to Section 3.4 (a) (2) of the Town Charter.
5. Coastal Resilience Advisory Committee: Quarterly Report.

X. REAL ESTATE ITEMS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel S, Vernon Street as Shown on Plan of Land Entitled "Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43345-A, 51 Weweeder Avenue, Nantucket, Massachusetts," Dated June 23, 2021, Prepared by Site Design Engineering, LLC and Recorded with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
2. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel V, Waverly Street as Shown on Plan of Land Entitled "Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43345-A, 51 Weweeder Avenue, Nantucket, Massachusetts," Dated June 23, 2021, Prepared by Site Design Engineering, LLC and Recorded with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

XI. PUBLIC HEARINGS

1. Public Hearing to Consider Application for New Annual All-Alcoholic Beverages Club License for Great Harbor Yacht Club, Inc. dba Great Harbor Yacht Club, Stephen Creese, Manager, for Premises Located at 56 Union Street.

XII. TOWN MANAGER'S REPORT

1. FY 2022 Fourth Quarter/End of Year Budget Reports: Airport Enterprise Fund; Water Enterprise Fund; Sewer Enterprise Fund.
2. Sewer Director: Update on Sea Street Pump Station Sewer Force Main No. 3 Construction Schedule and Associated Project Details.

XIII. SELECT BOARD'S REPORTS/COMMENT

1. 2022-2023 Re-appointments of Select Board Representatives to Audit Committee, Board of Health, Bureau of Ocean Management (BOEM) Energy Task Force, Cannabis Advisory Committee.
2. Committee Reports.

XIV. 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

Select Board
2022 Committee Vacancy Appointments Timeline
Round 3
As of 7/29/2022

July 29 – Advertise committee vacancies on Town’s website

August 3 and August 17 – Committee vacancies to be added to Select Board agendas as announcement

August 4 and August 11 – Advertise committee vacancies in the Inky

August 26 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Agricultural Commission – two seats, terms expire 2023
- Finance Committee – one seat, term expires 2024
- Tree Advisory Committee – two seats, terms expire 2025

September 7 and September 14 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

September 21 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

Select Board
Short-Term Rental Work Group Appointments Timeline
Per Vote on Article 42 of 2022 Annual Town Meeting
As of 8/1/2022

August 1 – Advertise committee vacancies on Town’s website

August 3 and August 17 – Committee vacancies to be added to Select Board agendas as announcement

August 4 and August 11 – Advertise committee vacancies in the Inky

August 26 at 12:00 PM – Deadline for submitting applications.

September 7 and September 14 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

September 21 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

Membership of STR Work Group:

- (1) Planning Board member (primary and alternate) (voting)
- (1) Finance Committee member (primary and alternate) (voting)
- (1) Advisory Committee of Non-Voting Taxpayers member (primary and alternate) (voting)
- (1) ACK•Now member (primary and alternate) (voting)
- (1) Nantucket Together member (primary and alternate) (voting)
- (1) Affordable Housing advocate (primary and alternate) (voting)
- (3) At-large members and (1) alternate (voting)
- (1) Board of Health designee (non-voting)

NOTICE OF COMMITTEE VACANCIES
(as of 7/29/2022)

Applications are being accepted by the Select Board to fill vacancies on the following committees:

- Agricultural Commission - two seats, terms expire 2023
- Finance Committee - one seat, term expires 2024
- Tree Advisory Committee - two seats, terms expire 2025

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Information on the responsibilities of the various committees may be obtained from the Town's website. Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Friday, August 26, 2022**, for a Select Board meeting on **Wednesday, September 21, 2022** where applicants can introduce themselves and review their applications, and appointments will be made.

NOTICE OF COMMITTEE VACANCIES
(as of 8/1/2022)

Applications are being accepted by the Select Board to fill vacancies on the following work group:

- Short-Term Rental Work Group - three (3) at-large seats and one (1) alternate seat

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Friday, August 26, 2022**, for a Select Board meeting on **Wednesday, September 21, 2022** where applicants can introduce themselves and review their applications, and appointments will be made.



Agenda Item Summary

Agenda Item #	III. 4.
Date	8/17/2022

Staff

Vincent Murphy, Coastal Resilience Coordinator

Subject

Coastal Resilience Advisory Committee and ACKclimate proclamation for September 2022 to be Climate Change Awareness Month on Nantucket

Executive Summary

Internationally September is Climate Change Awareness month and this proclamation would also recognize that on Nantucket.

Staff Recommendation

Staff recommends approval this proclamation.

Background/Discussion

This is the third year that CRAC has partnered with ACKclimate and put the proclamation forward for recognition at the Select Board.

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

Environmental education and awareness of climate change and its impacts.

Board/Commission Recommendation

CRAC voted unanimously to approve this proclamation so that it would move forward to Select Board.

Public Outreach

ACKclimate with CRAC support will undertake a series of public outreach and engagement events.

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

Coastal Resilience Plan and effort to reduce impacts of Climate Change on Nantucket.

Attachments

Proclamation to make September 2022 Climate Change Awareness Months on Nantucket.





PROCLAMATION



September 2022 is Climate Change Awareness Month for Nantucket

- Whereas the Town of Nantucket recognizes that climate change and rising sea levels pose a significant and increasing threat to Nantucket as outlined in various state and federal scenarios; and
- Whereas the Select Board formed the Coastal Resilience Advisory Committee in part to assist with obtaining community feedback on climate change and sea level rise; and
- Whereas in 2022 the Select Board endorsed the first Nantucket Coastal Resilience Plan; and
- Whereas the Town of Nantucket, through a Municipal Vulnerability Preparedness Grant, developed a Resilient Nantucket toolkit for adapting historic resources for sea level rise; and
- Whereas ACKclimate Nantucket provides a platform for the public-private partnership between the community, organizations, and Town of Nantucket on issues of resilience and sustainability; and
- Whereas ACKclimate partner organizations are hosting a series of educational events in September 2022 that will feature climate change topics; and

Now jointly, the Coastal Resilience Advisory Committee and ACKclimate call upon the Select Board to proclaim September 2022 "Climate Change Awareness Month" for the Town of Nantucket.

"We, the Select Board of the Town of Nantucket in the Commonwealth of Massachusetts, do hereby officially proclaim the month of September, 2022, is 'Climate Change Awareness Month' and do hereby encourage all residents to learn more about the threats of climate change and sea level rise and the planning efforts underway to increase community resilience."

Signed, this 17th day of August 2022.

Jason Bridges, Chair, Select Board

Town of Nantucket, Massachusetts

The Coastal Resilience Advisory Committee meets on the second and fourth Tuesday of the month at 10:00 am via Zoom. The meeting link and agenda are posted in advance and available through <https://nantucket-ma.gov/calendar.aspx> and recordings of the meetings are posted on the Town's YouTube channel at https://www.youtube.com/playlist?list=PL49sKqpy7VAiUk-g5h2jluAn_2jqoc12L ACKclimate Nantucket's mission is to support innovation and adaptation for the Nantucket community, and share the Nantucket model to help other historic coastal communities in the hopes of creating a more resilient future for all. For event registration links, go to <https://www.ackclimate.org/> For other information, email igaw@ackclimate.org and vmurphy@nantucket-ma.gov



SHARK SIGHTINGS

The numbers of shark sightings on outer Cape Cod has increased dramatically over recent years due to the growing seal population. These sightings have created increased local and national news media coverage.

Occasionally, sharks are observed from the shoreline of Nantucket beaches. It can be difficult to determine the species of the shark. Often times basking sun fish are observed and thought to be a shark by persons on the beach. The difference is that a shark's dorsal fin cuts through the water in a straight line; is constantly moving and normally a shark's tail fin is exposed also.

Experts say that people can avoid encounters with sharks by staying out of the water between dusk and dawn; staying in groups whenever possible; not swimming in sight of observed seals and not venturing too far from shore. Lifeguards are responsible to educate the beachgoer about safety to avoid encountering shark and other marine mammals. Public education will be through outreach to the beachgoers and swimmers and posting Local Notice to Mariners and Swimmers from the Department of Public Safety Marine Division.

If a shark is sighted, lifeguards will take the following action for the safety of the people at the beach:

1. Determine the size of the shark. If the shark is less than 4 feet in length (sand shark or dogfish) there is no reason to get people out of the water.
2. Assess the shark's behavior. If the shark is feeding, stalking or has otherwise peculiar behavior, a closure is indicated regardless of size.

If a closure is initiated, the closure will be terminated two hours after the last observation of the shark if the shark is inside of the swimming area. If the shark is outside the swimming area, the closure will be terminated one hour after the last observation. Only confirmed sightings warrant a closure of the beach to water activities. Only sightings from reliable sources (Lifeguards, ATV operators, Nantucket Police, Nantucket Fire or sources deemed reliable by Marine Division Supervisors) will be considered verified and confirmed.

Once a sighting has been confirmed, the Lifeguards will:

1. Contact Police Dispatch on Marine 1. Advise Police Dispatch which direction the shark is heading; how far off shore it is; and approximate size if known.
2. Clear the water on the protected beach and fly a double red flag.
3. Proceed to adjacent unprotected beaches and advise the beachgoers and swimmers on those beaches.
4. Keep the water clear for one hour if outside the safe swim zone and two hours if inside the zone.
5. Check availability of an aerial marine survey team to complete a flyover of the area.
6. Contact Police dispatch once the closure has been terminated.

PREVENTION, PREPAREDNESS, AND PROFESSIONAL RESPONSE

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
August 17, 2022

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Professional Services Agreement	Solid Waste Department	Weston & Sampson	\$12,000	Structural consulting services during the construction phase of Materials Recovery Facility (MRF) renovations	Article 12 2019 ATM	August 17, 2022 - December 31, 2022
Professional Services Agreement	Sewer Department	Hazen & Sawyer	\$100,000	Renewal of General Engineering Services Agreement	Sewer Budget	August 17, 2022 - August 16, 2025
Professional Services Agreement	Police Department	Strang, LLC	\$49,999	Contract for ON-CALL excavation services related to site work at the Marine Maintenance Building at 3 Shadbrush Rd	Article 10 2022 ATM	August 17, 2022 - June 30, 2025
Professional Services Agreement	Solid Waste	CBRE, INC	\$19,000	Preparation of Appraisal for the Transfer Station	Solid Waste Budget	August 17, 2022 - December 31, 2022
Professional Service Agreement	Human Resources	Sync Stream Solutions, LLC	\$7,197.57	Contract renewal for Affordable Care Act (ACA) reporting services	Human Resources Budget	September 10, 2022 - September 9, 2023
Professional Services Agreement	Town Administration/Select Board	Consensus Building Institute, Inc.	TBD	Facilitator services to provide process support and facilitation for Short-Term Rental Work Group	Cape & Islands License Plate Fund	August 17, 2022 - August 16, 2023
Professional Services Agreement	Town Administration/Select Board	Barrett Planning Group LLC	Up to \$10,000	To assist with the development of any zoning bylaws and amendment for the STR Work Group	Cape & Islands License Plate Fund	August 17, 2022 - August 16, 2023
Employment Contract	Town Administration	Michael Cranson	\$165,000	Fire Chief	Fire Department Budget	October 1, 2022 - September 30, 2025
Grant Agreement	PLUS	Commonwealth of MA - Massachusetts Historical Commission	(\$20,000)	State grant award for an island-wide historic properties survey plan	State Grant	August 17, 2022 - September 30, 2023



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	8/17/2022

Staff

Town Manager; Public Health Director; Planning Director; Town Counsel; Finance Director; Real Estate Specialist

Subject

Request for joint BOH – SB review of draft Short-term Rental Regulations pursuant to vote on Article 39 of 2022 Annual Town Meeting

Executive Summary

Following the 2022 Annual Town Meeting, a small internal staff group met to prepare draft regulations for the BOH and SB to review. The draft was also sent to Granicus, the firm the Town will be using to monitor and track short-term rentals as of January 1, 2023.

Staff Recommendation

Review the draft; discuss any issues or language changes; schedule BOH public hearing to consider adoption; once adopted by BOH, the regulations will go to the SB for final approval. We anticipate that will also be a public hearing. Regulations should be in place before January 1, 2023 to ensure adequate time for implementation.

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

n/a

Public Outreach

Item listed on posted agenda

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

n/a

Attachments

Draft regulations; Comments from Granicus; Vote on Article 39 of 2022 Annual Town Meeting



7/19/22 Internal notes: need to determine the chapter #; put into General Code format; send to Granicus for review

7/20/22: Adjust wording for “potential Renters” and insurance requirements.

REGULATIONS GOVERNING SHORT-TERM RENTAL PROPERTIES

REGULATION XX.00

XX.01 -- Authority

The Board of Health, with the approval of the Select Board, promulgates these Regulations pursuant to § 123-4 of the General Bylaws of the Code of the Town of Nantucket and Massachusetts General Laws c. 64G, §14.

XX.02 -- Purpose

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

XX.03 -- Effective Date for Short-Term Rental Registration Required

As of January 1, 2023, no person shall operate a Short-Term Rental (as defined in § 123-4) without having first obtained a Certificate of Registration from the Board of Health. The Certificate of Registration must be renewed annually by November 1st.

XX.04 -- Procedure for Obtaining Certificate of Registration

- A. Applicants for a Short-Term Rental Certificate of Registration shall submit an application on a form included as Attachment 1 to these Regulations.
- B. The annual fee of \$150 per unit for such Certificate of Registration shall be submitted with the application.
- C. All applicants must submit the following information and documentation with the application for a Certificate of Registration:
 - 1. Ownership information, as set forth in the application form, including but not limited to the legal form of ownership, whether the unit is a professional managed unit as defined in General Laws chapter 64G. The form shall also include the mailing address and contact information, and authorization from Owner to short-term rent the property if the Owner is not the proposed Operator;

2. The address of the proposed short-term rental and a description of the premises including square footage per records of the Nantucket Assessor, and number of bedrooms, bathrooms and parking spaces;
 3. A copy of the Certificate of Registration currently on file with the Massachusetts Department of Revenue;
 4. The name, address, and contact information for at least one individual who will be physically available on site 24 hours a day to address any issues at the short-term rental within two (2) hours' notice ("Local Designated Person").
 5. A certificate of insurance evidencing liability insurance coverage for operation of the premises as a Short-Term Rental with liability limits of at least \$ 1 Million per claim, unless such short-term rental is offered through a hosting platform that maintains equal or greater coverage.
 6. An attestation that the Owner and Operator (if applicable) are in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the Owner and Operator (if applicable) are current with all Town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 -18 of the Town Code.
- D. The Board of Health, or its agent, may reject any application that it deems incomplete.

XX.05 -- Operation of Short-Term Rental

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

1. Renters: In rental solicitations including written and on-line advertising and descriptions of property: A copy of the Operator's Certificate of Registration, the maximum number of occupants and vehicles allowed, policy(ies) regarding parties, events and weddings, and whether or not the unit is under professional management.; and
2. On-site or Prior to Arrival: (i) contact information for the Operator and at least one Local Designated Person; (ii) emergency-exit diagrams, which also must be posted at the Short-Term Rental premises in all bedrooms and on all egresses; (iii) instructions for Waste Disposal and Recycling, including but not limited to the requirement that trash be removed from the premises at each turnover or weekly, whichever comes first; (iv) a copy of Nantucket's Noise Bylaw (Chapter 101) and (v) a copy of Nantucket's Outdoor Lighting Bylaw (Chapter 102). Items iii, iv, v must be posted centrally in the unit.

XX.06 -- Record-Keeping Requirements for Operators

- A. Operators shall maintain for a period of at least three (3) years records of the following information for each Short-Term Rental stay: (A) type of rental (room, apartment or whole house); (B) dates and number of nights; (C) number of guests; and (D) number of vehicles.
- B. Every Operator with any listings for Short-Term Rentals shall provide to the Board of Health on a quarterly basis an electronic report, in a format specified by the Board of Health. The report shall include a breakdown of where each listing is located; whether the listing is a room, an apartment or whole-house rental; number of nights each unit was reported as occupied during the applicable reporting period; and the Operator's name and full contact information.

XX.07 -- Compliance with Statutes, Bylaws and Regulations

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

XX.08 -- Inspection of Short-Term Rental Premises

To verify compliance with all applicable statutes, bylaws and regulations, Operators are subject to inspection of the Short-Term Rental by the Board of Health upon reasonable notice via

consent or administrative warrant, or without such notice, in the event of an imminent threat to public health or safety.

XX.09 -- Enforcement of Short-Term Rental Regulations

The Board of Health, or its agent, shall enforce these Regulations in accordance with the Bylaw. The Board of Health, or its agent, also has the discretion to set hearings to determine whether any specific violation warrants suspension or revocation of the Operator's Certificate of Registration. Operators or Owners with multiple violations may have their Certificate(s) of Registration revoked and not renewed for a period of up to three (3) years.

Nantucket STR Memo

7.30.22

XX.04 B. - Permit Costs, Fines, and Fees

Enforcement costs money; good enforcement costs more. Most communities try to calibrate their permit fees to the local short-term rental market and the desired level of mitigation of short-term rental impacts. Looking around Massachusetts and peer towns nationally, the proposed permit fee is very low. The comparable permit in Boston is \$200, in Cambridge \$500, in Brookline \$275, in Fairhaven \$200; in Atlantic City, NJ, a non-primary residence STR permit costs \$1,800.

A common rule of thumb, subject to the limits of Commonwealth law, for both permit fees and violation fines would be roughly three times the nightly rate. Additionally, many communities – especially those just moving into a regulated system – will charge a separate inspection fee to establish a baseline level of compliance before moving to an attestation-based system on renewal.

XX.04 C.1 – Ownership Notification

A minor point, but one that can prevent headaches, is to make applicants attest that they have informed all other entities with ownership stakes in the property that a short-term rental license is being applied for. Because potential penalties will fall on the property, in fractional ownership situations – whether an LLC, trust, tenancy in common, etc. – all owners need to be aware of their legal liabilities and expectations.

Similarly, applicants usually must attest that their property is not subject to any deed restrictions, HOA covenants, condo contracts, etc. that would prohibit short-term renting.

XX.04 C.6 – Owed Fees and Taxes

Rather than attesting that an applicant does not have any outstanding town taxes, water or sewer fees, or other local liens, it may be better for the Health Department to check with the Finance Department directly. The draft already has a similar mechanism in XX.04 C.2 in coordinating with the Assessor to ensure square footage, number of bedrooms and bathrooms, and parking spaces, in the application are aligned with town records.

XX.06 A. – Record-keeping

Even in states where STR taxes are not collected locally but flow through the platforms to the state government, many communities ask hosts to keep records about STR income and tax remittance. (Hosts will not need to do much; almost every platform allows hosts to download their data.) Because the platforms often fail to disaggregate their remittances, local governments have few ways to audit and validate the tax amounts except by comparing them

to host records. Additionally, not every platform, or platforms yet to come, may be honestly participating in the Commonwealth's system.

XX.09 & § 123-5 – Enforcement

It is common for ordinances to have a two- or three-strike escalation system in their ordinance to push out hosts who have recurring issues. A more nuanced way would be to differentiate between major and minor violations, where major violations – operating beyond a license's occupancy limits, failure to pay taxes, major calls for service, etc. – result in immediate revocation while other hosts have a few 'strikes' to clean up their minor faults.

In a solely complaint-based enforcement regime, punishments may not always fit the severity of the incident; an otherwise stellar host could have a vengeful neighbor or a party house could quiet down just enough get a single 'strike.'

While there can be a transition period after an ordinance is enacted, after this window there should be no tolerance for operating without a license. (This issue should certainly not be a surprise to anyone on the island.) A yearlong ban on any property – not just the person but the physical unit – that operates illegally will prevent hosts from delaying compliance or from trying to transfer ownership to escape punishment.

XX.04 C.4 – Minor text ambiguity

The text "one individual who will be physically available on site 24 hours a day" is, based on the rest of the ordinance, a little imprecise. The wording should probably be closer to "one individual who will be available to be physically on site 24 hours a day..."

About Granicus

EMPOWERING MODERN DIGITAL GOVERNMENT.

Granicus provides citizen engagement technologies and services for the public sector, bringing governments closer to the people they serve. Over 4,500 federal, state, and local government agencies trust Granicus for cloud-based solutions for communications, government website design, short-term rental compliance, meeting and agenda management software, records management, and digital services.

PREPARED BY:

Jeffrey Goodman

Planning Consultant

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Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
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Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>

♦♦♦♦♦

May 2, 2022

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the May 2, 2022 ANNUAL TOWN MEETING adopted **Article : 39** at the May 2, 2022 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, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 39

(Bylaw: Short-term Rental Regulations)

To see if the Town will vote to amend the General Bylaws of the Code of the Town of Nantucket by adding a new Chapter 123 entitled "Short-Term Rental Registration" to read as follows:

Chapter123

Short-term Rental Registration

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, §14 and is intended to provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to insure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.

§123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- A. "Short-Term Rental" shall mean a dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least 1 room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a

change in occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.

- B. "Operator" shall mean a person operating a Short-Term Rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such Short-Term Rental. It is the intent of this bylaw that the Operator shall have the same meaning as set forth in General Laws c, 64G, §1.
- C. "Transient Residential Facility" shall have the same meaning as in Chapter 139 of the Town Code.

§ 123-3. Registration, Permitting, Inspection and Fees.

- A. No person shall operate a Short-Term Rental without having first obtained a Certificate of Registration from the Board of Health. An application for a Certificate of Registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The Operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with section 67 of Chapter 62C of the General Laws.
- B. The annual fee for such Certificate of Registration shall be set forth in the regulations issued pursuant to § 123-4.
- C. The application for the Certificate of Registration shall include an attestation that the Owner and/or Operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the Owner and/or Operator of the property is current with all town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 -18 of the Town Code. Any property offered for a Short-Term Rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. Nothing contained herein shall relieve the Owner or Operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.
- D. The Board of Health shall not issue any Certificate of Registration unless the Operator has (1) submitted a complete application and paid all associated fees; (2) provided contact information for the Operator and persons designated to address any issues at the Short-Term Rental within two (2) hours' notice; and (3) provided the Town with a certificate of insurance evidencing liability insurance coverage for the Short-Term Rental in an amount to be determined by the regulations issued pursuant to §123-4.
- E. Operators are subject to inspection of the Short-Term Rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.

F. Certificates of Registration are valid for one year and may be renewed at the discretion of the Town, provided that the Operator has complied with the provisions of this Chapter and any associated regulations during the preceding year. An application for renewal of a Certificate of Registration shall be submitted along with the annual fee no later than November 1st of the next year.

G. The Certificate of Registration is issued to the Operator and does not run with the land. If the Short-Term Rental is sold or transferred out of ownership, a new application for a Certificate of Registration shall be filed by the new Operator before Short-Term Rentals can continue or resume.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this Chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the Short-Term Rental does create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5. Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law (Chapter 1 of the Town Code). If non-criminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense; and three hundred dollars (\$300) for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the Operator or the owner of the property by the Board of Health or its designee, after a Certificate of Registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said Certificate of Registration until the violation has been cured or otherwise resolved. Multiple violations by any Operator may, at the discretion of the Board of Health and after a hearing, disqualify that Operator from obtaining a Certificate of Registration for a period of up to three years.

D. In accordance with G.L. c. 64G, §14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this Chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7. Effective date.

The provisions of this Chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, §21, or January 1, 2023, whichever is later.

Or take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Chapter 123 (Short-term Rental Registration) hereby is added to the Code of the Town of Nantucket:

Chapter123

Short-term Rental Registration

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, §14 and is intended to provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.

§123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- D. "Short-Term Rental" shall mean a dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least 1 room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.
- E. "Operator" shall mean a person operating a Short-Term Rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such Short-Term Rental. It is the intent of this bylaw that the Operator shall have the same meaning as set forth in General Laws c, 64G, §1.
- F. "Transient Residential Facility" shall have the same meaning as in Chapter 139 of the Town Code.

§ 123-3. Registration, Permitting, Inspection and Fees.

A. No person shall operate a Short-Term Rental without having first obtained a Certificate of Registration from the Board of Health. An application for a Certificate of Registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The Operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with section 67 of Chapter 62C of the General Laws.

B. The annual fee for such Certificate of Registration shall be set forth in the regulations issued pursuant to § 123-4.

C. The application for the Certificate of Registration shall include an attestation that the Owner and/or Operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the Owner and/or Operator of the property is current with all town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 -18 of the Town Code. Any property offered for a Short-Term Rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. Nothing contained herein shall relieve the Owner or Operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.

D. The Board of Health shall not issue any Certificate of Registration unless the Operator has (1) submitted a complete application and paid all associated fees; (2) provided contact information for the Operator and persons designated to address any issues at the Short-Term Rental within two (2) hours' notice; and (3) provided the Town with a certificate of insurance evidencing liability insurance coverage for the Short-Term Rental in an amount to be determined by the regulations issued pursuant to §123-4.

E. Operators are subject to inspection of the Short-Term Rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.

F. Certificates of Registration are valid for one year and may be renewed at the discretion of the Town, provided that the Operator has complied with the provisions of this Chapter and any associated regulations during the preceding year. An application for renewal of a Certificate of Registration shall be submitted along with the annual fee no later than November 1st of the next year.

G. The Certificate of Registration is issued to the Operator and does not run with the land. If the Short-Term Rental is sold or transferred out of ownership, a new application for a Certificate of Registration shall be filed by the new Operator before Short-Term Rentals can continue or resume.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this Chapter. Such regulations may also include but are not limited to requirements to ensure that the operation of the Short-Term Rental does create or

cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5. Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law (Chapter 1 of the Town Code). If non-criminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense; and three hundred dollars (\$300) for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

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D. In accordance with G.L. c. 64G, §14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this Chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7. Effective date.

The provisions of this Chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, §21, or January 1, 2023, whichever is later.

FINANCE COMMITTEE COMMENT: The Finance Committee notes that this article is a companion to Article 42 and recommends Motion to Adopt for both articles. While the details of Article 39 have yet to be determined, the Finance Committee believes it is important to have this framework for the Select Board, Board of Health and future Town Meetings to establish community guidelines with respect to Short Term Rentals.

Technical Amendment:

**ARTICLE 39
(Bylaw: Short-term Rental Regulations)**

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Chapter 123 (Short-term Rental Registration) hereby is added to the Code of the Town of Nantucket:

Chapter 123

Short-term Rental Registration

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, §14 and is intended to provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.

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§ 123-5. Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated

hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

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If any provision in this Chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7. Effective date.

The provisions of this Chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, §21, or January 1, 2023, whichever is later.

FINANCE COMMITTEE COMMENT: The Finance Committee notes that this article is a companion to Article 42 and recommends Motion to Adopt for both articles. While the details of Article 39 have yet to be determined, the Finance Committee believes it is important to have this framework for the Select Board, Board of Health and future Town Meetings to establish community guidelines with respect to Short Term Rentals.

VOTE: The vote on the motion pursuant to Article 39, as moved by the Finance Committee Yes: 610, No: 302 The motion was adopted.

Nancy L. Holmes, CMC
Town & County Clerk

August 17, 2022 – Committee Applicants:

Agricultural Commission

4 Seats Available; 2 Applicants

2 Seats Terms End 2023

2 Seats Terms End 2025

Current Committee Members:

VACANT 2023

VACANT 2023

Posie Constable 2024

VACANT 2025

VACANT 2025

Applicants:

Charity Benz – new applicant

Pamela Perun – new applicant

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

Contract Review Subcommittee, Human Services

1 Seat Available; 1 Applicant

1 Seat Term Ends 2025

Current Committee Members:

Linda Williams (At-Large) 2023

John W. Belash (At Large) 2024

VACANT (At Large) 2025

VACANT (CHS Rep) 2022

Ruth Tonico (CHS Rep) 2022

Joanna Roche (FinCom Rep) 2022

Bertyl Johnson (NP&EDC Rep) 2022

Applicants:

Dorothy Hertz – new applicant (previous term ended 6/30/2022)

August 17, 2022 – Committee Applicants:

Council for Human Services

1 Seat Available; 2 Applicants

1 Seat Term Ends 2025

Current Committee Members:

Jennifer Porter	2023
Claudia Valle	2023
Sindy Rivera	2023
Athalyn Sweeney	2024
Sue Mynttinen	2024
Veronica Bolcik	2024
Tara Restieri	2025
Amanda Wright	2025
VACANT	2025

Applicants:

Joseline Ramirez – new applicant (previous term ended 6/30/2022)
Suzanne Keating – new applicant

Finance Committee

1 Seat Available; 3 Applicants

1 Seat Term Ends 2025

Current Committee Members:

Denice Kronau	2023
Joanna Roche	2023
Joseph T. Grause, Jr.	2023
VACANT	2024 (to be advertised separately)
Peter A. McEachern	2024
Peter N. Schaeffer	2024
Christopher Glowacki	2025
Jill Vieth	2025
VACANT	2025

Applicants:

Stephen Maury – new applicant (previous term ended 6/30/2022)
Jeremy Bloomer – new applicant
Joseph H. Wright – new applicant

Historic District Commission Associate

1 Seat Available, 1 Applicant

1 Seat Term Ends 2025

Current Committee Members:

Jesse Dutra	2023
Carrie Thornewill	2024
VACANT	2025

Applicants:

Constance Patten – new applicant

August 17, 2022 – Committee Applicants:

Zoning Board of Appeals Alternate

1 Seat Available, 1 Applicant

1 Seat Term Ends 2025

Current Committee Members:

Mark W. Poor	2023
Geoffrey Thayer	2024
VACANT	2025

Applicants:

James Mondani – new applicant (previous term ended 6/30/2022)



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

NANTUCKET TOWN ADMINISTRATION

RECEIVED

JUL 15 2022

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

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

Name: Charity Benz

Home Phone: 508-228-7107

Mailing Address: 5 Milestone Crossing, Nantucket, MA 02554 **Alternate Phone:** 508-292-8290

Email Address: cibenz@comcast.net

Date Submitted: July 15, 2022

REQUESTING APPOINTMENT TO: Agriculture Commission, term expiring 2025.

Reasons for Committee Interest

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

Starting as a weed puller for my mother in her large vegetable garden and participating in the canning process with her every year, I have always been interested in gardening and, as an extension, farming. I have studied botany and horticulture and now have substantial gardens on my property including an orchard and vegetable garden. Before that, I had a plot in the community garden for many years.

I initiated and have supported the Russ Morash Chair in Childhood Horticulture at the Nantucket Lighthouse School to permit modules of learning at that school for children in every grade. I was also involved in the first farm to school program of Sustainable Nantucket, an organization I have supported for decades.

My interest in farming accelerated when I came to know organic gardener Eliot Coleman and Barbara Damrosch of Four Season Farm in Maine. I arranged for Eliot to be keynote speaker in 2019 at the Lighthouse School's Garden Festival.

Nantucket has successfully expanded its agricultural initiatives in the last decade which honors the agricultural, self-sustaining determination of its inhabitants for centuries. My curiosity about this was further inspired when I learned that Moor's End Farm in its very early years, was a dairy farm that processed all the island's milk.

I am fully prepared to participate in all meetings.

Relevant Experience

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

See above. I have been a serious and curious gardener all my adult life and owned a business on Nantucket for over 30 years. I have degrees in economics and business and have studied, through my reading and visits to farms in New England, the complexities and uncertainties of farm economics, particularly organic farming.

I would like to participate in efforts to encourage young people to undertake the hard but highly rewarding work associated with farming to provide fresh local food for Nantucket's families and restaurants.

I am also interested in research to identify the locations of Nantucket's many historical farms and bring their stories to life as a possible adjunct to tourism interests.

I have previously served as an alternate on the Planning Board and as a member of the Finance Committee.

Potential Conflicts of Interest

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

None

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

No.

A handwritten signature in blue ink, appearing to read "Charity Hays", is written over a horizontal line.

JUL 15 2022



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

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

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

Name: Pamela Perun

Home Phone: 508 825-2195

Mailing Address: 4 Roberts Lane, Nantucket

Alternate Phone: 510 299-0050

Email Address: justpjp@gmail.com

Date Submitted: July 15, 2022

REQUESTING APPOINTMENT TO: Agricultural Commission, Term expiring in 2025

Reasons for Committee Interest

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

Farming is a tradition in my family. My grandfather had a family farm in Connecticut. By growing cauliflower, he was able to get his family not only through the Depression but also to give his children two years of education past high school. This enabled my aunt to be a school teacher when she and her husband moved here almost 100 years ago.

My father spent much of his work life employed at a family farm in Connecticut that is much like Bartlett's Farm but also had an orchard and a dairy. He also had two huge gardens that grew vegetables and berries at home. The Depression taught my parents to be as self-sufficient as possible. Our whole family of 5 worked to grow most of the produce we ate during the winter.

I am also told I live on land here that was formerly part of Mr. Roberts' potato farm. I am not a farmer, just an avid gardener. From personal experience, I know how challenging growing anything can be on Nantucket, and I would fully support the work of the Agricultural Commission in enabling and supporting local farming initiatives.

Relevant Experience

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

I am a retired tax lawyer. The federal tax code and Massachusetts state law provide many special benefits for farming and include many relief provisions from estate, income and property taxes for farmers. These benefits could help make farming more economically viable on Nantucket.

One way the Agricultural Commission could do more to support farming here is to provide some basic information (but no personal tax advice) about these economic incentives. I would like to contribute my expertise to that effort.

Potential Conflicts of Interest

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

None

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

No



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

RECEIVED

MAY 24 2022

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

Name: Dorothy Hertz

Home Phone: 508 221 3274

Mailing Address: P.O. Box 1195 Nantucket Mass 02554

Work Phone: SAME

Email Address: hoss75@live.com

Date Submitted: 5/22/22

REQUESTING RE-APPOINTMENT TO: C.R.C.

Reasons for Committee Interest

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

I have participated in all of the C.R.C. meetings and numerous on site visits with Human Service Providers.

I believe there continues to be a strong need for the support human services give to the members of our community. I have worked diligently to build mutually respectful relationships with the providers and want to see the collaboration of these entities strengthen to help attain greater funding and tools which could provide greater success for not only the non-profits but the community.

Relevant Experience

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

I believe my life experiences have given me a very in depth and compassionate understanding of the vital role all the Human Service providers have for members of our community.

I have brought a level of understanding, empathy, and knowledge with a strong commitment to helping make sure these vital resources can continue to provide the needed services.

Potential Conflicts of Interest

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

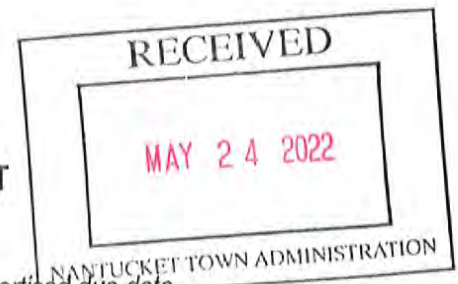
Cannibus com

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

'No'



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



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

Name: Josefine Ramirez

Home Phone: 508-280-2950

Mailing Address: 75A Bartlett Road

Work Phone: _____

Email Address: josefineramirez6@gmail.com Date Submitted: 5/24/22

REQUESTING RE-APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

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

I want to continue serving because I believe representation matters and I can be a voice for the Spanish speaking community.

Relevant Experience

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

I have been able to be a point of view from the Spanish speaking community. Working in the school has been able to help me know what parents need. I know the community very well.

Potential Conflicts of Interest

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



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

RECEIVED

JUL 13 2022

NANTUCKET TOWN ADMINISTRATION

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

Name: Suzanne Keating Home Phone: 508.221.1785
Mailing Address: P.O. Box 3699 Alternate Phone: _____
Email Address: suzannekeating3@gmail.com Date Submitted: July 13, 2022
REQUESTING APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

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

I am interested in the overall health & well-being of our community and how to improve and ensure that well-being in the daily lives of all residents of Nantucket. Yes, I am prepared to commit to the meeting schedule, although I will be unable to attend in August as I will be in a conference off island the last week in August.

Relevant Experience

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

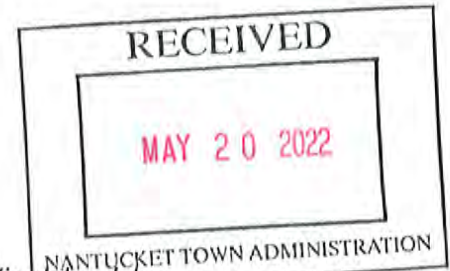
My background is my education in social services, having been on several island boards over the years, and other community event involvements. Namely, BBBS, Family & Children Services and Habitat for Humanity back in the 90's and early 2000's. My current ^{interest} ~~area~~ is to add insight into the needs of our residents, especially in the areas of year round housing and mental health.

Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket or any committee appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your family are current members. I am a member of NCTV18 and on the NCTV18 board.

Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket or any committee appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your family are current members. I am a member of NCTV18 and on the NCTV18 board.



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



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

Name: Stephen Maury **Home Phone:** 508-451-0191
Mailing Address: 28 Rugged Road **Work Phone:** _____
Email Address: stephen.maury@gmail.com **Date Submitted:** May 20, 2022

REQUESTING RE-APPOINTMENT TO: Finance Committee

Reasons for Committee Interest

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

I have attended nearly all of the Finance Committee meetings over the past nine years. I think that my tenure on the committee and my perspectives as a business owner and parent of young children are needed on the Finance Committee.

Relevant Experience

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

Over the past nine years my familiarity with municipal budgeting processes has grown to where what might have been a weakness is now a strength that I bring to the committee. I have owned businesses on the island for more than 10 years, I am active with business trade organizations on island and regionally and volunteer with local non profits. These experiences help to inform my view on Nantucket affairs.

Potential Conflicts of Interest

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

Nantucket Civic League

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

My wife, Julia Maury, recently completed an internship at Nantucket Elementary which included some paid hours. My uncle, Chris Maury, is a coach at Nantucket High School. My aunt, Moira Parsons, work at Nantucket High School.

Endorsed by the Select Board April 26, 2006.



**TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM**

For Appointment by the Select Board

RECEIVED

MAY 25 2022

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

Name: Jeremy Bloomer

Home Phone: 203 550 2613

Mailing

Address: 15 Gardner Street

Alternate Phone: _____

Email Address: Jeremy@theivygroupllc.com

Date Submitted: 5/23/22

REQUESTING APPOINTMENT TO FINANCE COMMITTEE

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

Reasons for Committee Interest

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

Relevant Experience

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

40+ years in finance including founding an investment bank, a multi billion dollar hedge fund and an insurance company. Have also served on over ten board of directors. I can provide finance industry expertise with multiple industry perspective as well as local knowledge having lived and worked on Nantucket since 2004.

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee? yes
- Have you attended meetings of the Finance Committee and if so how many/how often? no

Potential Conflicts

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

Erika Mooney

From: Jeremy Bloomer <jeremy@theivygroupllc.com>
Sent: Tuesday, May 24, 2022 1:40 PM
To: Erika Mooney
Subject: Applying for Planning and Finance Committee positions
Attachments: Jeremy Bloomer Resume April 2022.pdf

Hi Erika,

We spoke yesterday and I am sending additive information which the select committee may find useful on my background. Here also is a short paragraph form you may find helpful:

Jeremy Bloomer, a serial entrepreneur, has provided financial strategy consulting and directorships to early stage biotech initiatives for the last ten years. Prior to his biotech focus from 2006 to 2016 he founded and ran GLS Inc., a \$650 million specialty life insurance company, using innovative Irish and Cayman regulated structures. He was senior portfolio manager for the Airlie Opportunity Fund, a \$1.3 billion credit hedge fund from inception in 2002 until 2008. From 2000 to 2002 he invested through the Ivy Group as a development stage incubator in China. In 1989 he co-founded Credit Research and Trading, a leading distressed research investment bank managing its research and investment banking divisions through 2000.

He was an investment banker at E.F. Hutton from 1984 to 1988 and began his career in 1980 at Chemical Bank. Mr. Bloomer received a BA from the University of Pennsylvania in 1980 and an MBA from the Amos Tuck School of Business Administration at Dartmouth College in 1985. He also serves as Vice Chairman of the Cancer Trust which fosters collaborative team science with major academic research institutions through innovative corporate financing structures.

This email was scanned by Bitdefender

Jeremy Bloomer

15 Gardner Street

Nantucket, Mass 02554

jeremy@theivygroupllc.com • 203-550-2613

EXPERIENCE

The Ivy Group LLC

Nantucket, MA

CEO and Founding Principal

2014-present

- Provide strategic, financial, and operating consulting to early stage biotech initiatives including: emerging economy drug distributor and incubator (Sargasso Medtech); PTSD drug development firm (Neurovation Labs); university biotech research commercialization (University of Pennsylvania and University of Southern California); Alzheimer's clinical trials non-profit expansion (Global Alzheimer's Platform); SME lending hedge fund (Brevet Capital); global consulting firm's venture investment startup (Booz Allen Hamilton); and EU retail alternatives fund (Ivy Alternative Investment Fund)
- Board positions: Sargasso Medtech, Neurovation Labs, GLS Ireland, Skyworks Capital, Brevet Capital, The Cancer Trust

The Cancer Trust for Collaborative Cancer Research and Development

New York, NY

Vice Chairman and Director

2012-2018

- Launched cancer drug discovery research consortium between four National Cancer Institute cancer centers: Columbia University; University of Pennsylvania; Mt. Sinai; and Johns Hopkins
- Coordinated strategy, financing, and operational planning efforts of Booz Allen, Spencer Stuart, Sidley Austen, T.R. Winston, and Morgan Stanley for successful \$300 million investment by Celgene, a multi-national pharmaceutical firm

Greenwich Life Settlements, Inc.

Greenwich, CT

CEO and Founding Principal

2006-2016

- Invested over \$250 million using proprietary analytics and closing processes with 18 professionals to aggregate 360 individual life insurance policies (\$650 million notional value) into investment grade equivalent portfolio
- Developed innovative Irish tax structure to refinance \$525 million in life insurance with a \$200 million revolver
- Structured and obtained Cayman Islands regulatory approval for a new specialty insurance company

The Airlie Opportunity Fund, Ltd.

Greenwich, CT

Senior Portfolio Manager and Co-Founder

2000-2009

- Managed from inception special situations, catastrophe bond, structured product, private equity and stressed high yield investing for this \$1.3 billion hedge fund
- Created synthetic and cash Collateralized Debt Obligations and obtained multiple leverage sources
- Creditor committee chairman and board of director positions include: Gear for Sports, Philadelphia Media, Alliance Mortgage and GEO Specialty Chemical

Credit Research and Trading LLC

Greenwich, CT

Managing Member and Co-Founder

1989-2000

- Co-founded 50 professional institutional securities brokerage and research investment bank
- Expanded scope from initially trading bankrupt bonds to providing research, sales, trading and banking across the entire capital structure, while also investing in special situations
- Directed research group through 1996, producing unique, relative value research
- Launched investment banking effort in 1997, raising over \$300 million of private capital

E.F. Hutton & Company, Inc.

New York, NY

Investment Banking Associate; High Yield Trader

1984-1987

Chemical Bank

New York, NY

Financial Institutions Group Commercial Loan Officer

1980-1983

EDUCATION

The Amos Tuck School of Business Administration at Dartmouth College

Hanover, NH

M.B.A., Finance

1983-1985

The University of Pennsylvania

Philadelphia, PA

B.A., European History and International Relations Major; Chemistry Minor

1976-1980

Varsity Lightweight Crew



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

RECEIVED

JUL - 6 2022

NANTUCKET TOWN ADMINISTRATION

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

Name: JOSEPH H. WRIGHT

Home Phone: 508 2576712

Mailing Address: P.O. Box 475 15 CRAFTON ST
SIACON MASS MA. 02564

Alternate Phone: 508 6170764

Email Address: JHW3@ME.COM

Date Submitted: JULY 6, 2022

REQUESTING APPOINTMENT TO: NANTUCKET FINANCE COMMITTEE

Reasons for Committee Interest

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

I AM A RETIRED FINANCIAL EXECUTIVE
I AM CURRENTLY TREASURER OF SIACON UNION CHAPEL
AND A DIRECTOR OF THE COMMUNITY FOUNDATION FOR
NANTUCKET

Relevant Experience

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

SEE ATTACHED CV - SOME ANCIENT HISTORY
BUT MY BRAIN STILL WORKS!
HAVE BEEN COMING TO ACU SINCE 1948. MY HOME
SINCE OCTOBER 2021. I CARE ABOUT THIS PLACE

Potential Conflicts of Interest

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

DAUGHTER AMANDA WRIGHT, FAIRWINDS CLINICAL DIRECTOR,
ON HEALTH & HUMAN SERVICES

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO! WE CONTRIBUTE TO THE TOWN TAX ROLLS!

PROFILE

- An experienced Corporate Director who has served as non-executive Chairman (O&Y REIT, BFI Canada Inc. and Hollinger Inc.), Chairman of a Special Committee during a take-over (RealFund and O&Y REIT), and Chairman/Member of Pension, Audit, Governance, Compensation and Investment Committees.
- Corporate Finance professional with extensive expertise managing and transacting in investment and corporate banking in Canada, the U.S. and Switzerland.

PROFESSIONAL EXPERIENCE

CORPORATE DIRECTOR
(See Listing Last Page)

MAR. 2001 - PRESENT

CROSBIE & COMPANY INC.
Managing Partner

1997 – FEB. 2001

- Crosbie and Company is a specialty investment banking firm which has a 20-year history of providing M&A, valuation and financing advice to mid-sized mostly private companies.

SWISS BANK CORPORATION (CANADA)
President & CEO

1995 – 1997

- Directed the operations of Swiss Bank in Canada during a period when a 50% interest in Bunting Warburg was acquired and the activities of the wealth management business were moved from the Bank to a newly-established trust company vehicle.
- Oversaw the integration of the Bank's Canadian corporate finance business into Bunting Warburg Inc. and the wind down of the corporate lending business.

BURNS FRY LIMITED
Vice-Chairman & Director

1986 – 1994

- Originated, staffed and directed Burns Fry's restructuring practice which provided financial advisory and transactional services to companies which had lost their access to capital markets. This practice produced revenues in excess of \$40 million from 1990 through to 1994.

- Orchestrated presentations to win and directed the execution of 32 major restructuring assignments such as Campeau, Carma, Olympia and York, Algoma, Magna, PWA, Royal Trust, Sceptre Resources and Cadillac Fairview. Burns Fry's clients in these assignments included the Federal and Provincial governments, shareholders, creditors and creditor groups, independent committees of boards of directors and debtors.
- Managed Burns Fry's relationships and provided advice and transactional services at the Board, CEO and CFO levels of some of Canada's largest companies and corporate groups including Olympia and York, Edper, Canadian Pacific, Northern Telecom, Loblaw and Avenor.
- Won mandates for Burns Fry and oversaw the execution of two of the largest Canadian initial public offerings: Pacific Forest Inc. and St. Laurent Paperboard Inc.

CITICORP/CITIBANK NA**1964 – 1986****CITIBANK CANADA****Vice-President and Director (1975 – 1986)**

- Second in command of the team which made Citibank Canada by far the dominant foreign bank in Canada and took it from a loss position in 1981 to the fourth most profitable country of Citicorp/Citibank globally in 1985.

Group Head, Resource and Institutional Banking Group (1980 – 1986)

- Established a corporate bank that became the leader in Canada for innovative financing and risk management solutions to oil and gas and metals and mining industry corporate financing problems.

Group Head, World Corporation Group (1975 – 1980)**CITIBANK SWITZERLAND, GENEVA (1969 – 1972)****CITIBANK NA, NEW YORK, NY (1972 – 1975) and (1964 – 1969)**

EDUCATION

BA History, Magna Cum Laude
Princeton University, Princeton, NJ - 1964

CURRENT PROFESSIONAL ASSOCIATIONS

Member Board of Directors:
BFI Canada Inc. (Chairman); ROC Pref. Corp.;
Chairman, Connor Clark & Lunn Investment Review Committee;
CC&L Focused Global Fund

Board of Advisors: CC&L Tigers Trust;

Not for Profit Activities: Centre for Addiction & Mental Health Foundation

FORMER PROFESSIONAL ASSOCIATIONS

Director of Loblaw Company Limited; President's Choice Bank; Outdoor Partner Media;
CallNet Enterprises Inc.; HIP Interactive Inc.; St. Laurent Paperboard; Fantom
Technologies Inc.; Non-Executive Chairman of Hollinger Inc.; Alert Care Corporation,
and Trustee and Chairman O&Y REIT, Trustee Chartwell Seniors Housing REIT, and
RealFund Real Estate Investment Trust

CLUBS

Caledon Mountain Trout Club, Caledon, Ontario
Siasconset Casino, Siasconset, Massachusetts
Nantucket Anglers Club

INTERESTS

Hiking and canoeing, fishing, fitness

CITIZENSHIP

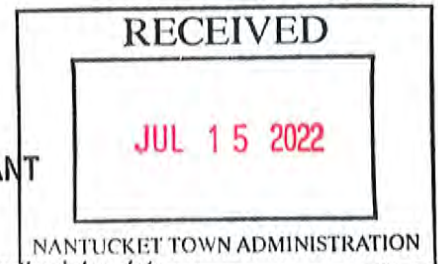
Dual U.S. and Canadian

LANGUAGES

French – working knowledge



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



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

Name: Constance Patten **Home Phone:** 413-537-7129
Mailing Address: 79 Orange Street
Apt. behind FLOCK **Alternate Phone:** 508-825-0136
Nantucket, MA 02554
Email Address: cbckpatten@comcast.net **Date Submitted:** July 15, 2022

REQUESTING APPOINTMENT TO: Historic District Commission Associate

Reasons for Committee Interest

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

Please see attached

Relevant Experience

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

Please see attached

Potential Conflicts of Interest

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

Constance Patten

Have you ever attended a meeting of the committee/board/commission?

I have not had the pleasure to attend a commission board meeting but took the opportunity to review past meeting agendas and minutes on the website.

Why are you interested in this committee/board/commission?

I am interested in serving on the Historic District Commission because I value the history of Nantucket and wish to preserve it for future generations. I wish I could say I am an 11th generation Nantucketer, but I am a 'Washashore'. However, I am blessed to have two Nantucket native grandsons. I have always been interested in history and architecture. I see beauty in the old and the importance of respecting our roots and the value of preserving what the HDC has accomplished in the past.

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

My background is Science and Medicine. I work at Nantucket Cottage Hospital as the Clinical Laboratory Director. (Interesting fact of science aligning with history - Karl Landsteiner – the father of transfusion medicine -is buried on Nantucket.)

A skill that I can contribute to this commission is attention-to-detail. I am very fact oriented and a quick study. I also think a new fresh perspective would be beneficial for the commission and the island. I want to learn from the current members of the commission and contribute any way I can.

Are you prepared to commit to the meeting schedule of the committee/board/commission?

Yes, if appointed I can be counted on to attend meetings and any other required function.

What would you hope to accomplish on the committee/board/commission?

I hope to contribute (in a small way) to the preservation of the heritage of Nantucket by protecting our historical places, landmarks and any site representing a significant element of history. Also, to promote education of the wonderful historic resources that the island has to offer.



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



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

Name: James Mondani

Home Phone: 617-733-6420

Mailing Address: P.O. Box 892 Nantucket

Work Phone: _____

Email Address: jmondani@outlook.com

Date Submitted: 6/3/22

REQUESTING RE-APPOINTMENT TO: ZBA

Reasons for Committee Interest

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

I'm not aware of any absence during my three-year term. I enjoy being part of this and contributing my skills to manage issues involving private citizens ~~with~~ and the town's zoning laws.

Relevant Experience

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

As a lawyer, I believe I bring a balanced and analytical view to the varying issues presented to the board. I feel I have helped the board by providing objective, purposeful and reasoned-oriented perspective to often difficult issues regarding the zoning laws.

Potential Conflicts of Interest

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

Select Board
2022 Committee Vacancy Appointments Timeline
Round 2
As of 6/30/2022

June 30 – Advertise committee vacancies on Town’s website

July 7 and July 14 – Advertise committee vacancies in the Inky

July 6 and July 13 – Committee vacancies to be added to Select Board agendas as announcement

July 15 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Agricultural Commission – two seats, terms expire 2023
- Agricultural Commission – two seats, terms expire 2025
- Contract Review Subcommittee (Human Services) – one seat, term expires 2025
- Council for Human Services – one seat, term expires 2025
- Finance Committee – one seat, term expires 2025
- Historic District Commission Associate – one seat, term expires 2025
- Tree Advisory Committee – two seats, terms expire 2025
- Zoning Board of Appeals Alternate – one seat, term expires 2025

July 20 and August 3 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

August 17 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

Town Manager Committee Appointments:

- Advisory Committee of Non-Voting Taxpayers (ACNVT) – multiple terms/seats available



Agenda Item Summary

Agenda Item #	IX. 2.
Date	8/17/2022

Staff

Amy Baxter, Licensing Administrator

Subject

Entertainment License Extension, Cisco Brewery, 5 Bartlett Farm Road

Executive Summary

Cisco Brewery requests to extend Entertainment Licenses from 7pm – 10pm on August 24, 2022 to host the private Bartlett's Farm Staff Party.

Staff Recommendation

The request for acoustic music and entertainment for a private staff party is well within the noise ordinance bylaw, Entertainment regulations and MGL 138 for liquor service. This request has been allowed since 2015 except during the pandemic. There will be no amplified music. Liquor License Establishments have a right to serve from 8am – 11pm with 11pm – 2am at the discretion of local municipalities.

Background/Discussion

Bartlett's Farm has been hosting a year-end staff party at Cisco Brewery since 2015 – after closing to the public at 7pm. Traditionally Cisco Brewery is allowed to host up to 8 special events after 7pm and until 10 pm with the approval of the Select Board. There have been no other requests for an extension for 2022.

Per MGL 140, Sec. 181:

An entertainment license may be subject to reasonable conditions, but a license generally should not be denied unless the officials are convinced that no conditions can address the health and safety concerns. Conditions such as a police detail to handle traffic, a cut-off time for amplified music, and the provision of bathroom facilities would all be permissibly related to health and safety issues.

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

Email from John Bartlett; Cisco Brewery Entertainment License



From: [John Bartlett](#)
To: [Erika Mooney](#)
Cc: [Amy Baxter](#)
Subject: noise variance
Date: Friday, August 5, 2022 9:14:54 AM

Hi,
Hope all is well.

Happy August!

We are looking to do a staff party at Cisco Brewery 23 or 24th of August and have a talent show that the employees put on and wanted to do it after they close at 7:00 and run it until 10:00. I think there license does not allow them to be open after 7:00. We are also looking to have acoustic music, but not amplified music. Can we get a variance for this? from Selectboard? Let me know what I need to do.

Thanks,

John

John W. Bartlett
33 Bartlett Farm RD
Nantucket, Ma. 02554

President & CEO

Since 1843 – A Family Farm for 175 Years!

508.228.9403 business
508.228.5340 fax
508.228.7322 Cell

This email was scanned by Bitdefender

LICENSE FEE: **\$100.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ENTERTAINMENT LICENSE
▶ **SEVEN DAYS** ◀

BUSINESS: Cisco Brewers, Inc.
DBA: Cisco Brewers
PREMISES: 5 Bartlett Farm Road
Nantucket, MA 02554
MANAGER: Randolph Hudson

LICENSED PREMISES DESCRIBED AS:

Garden Area starting at Northeast corner of Brewery Retail, heading North for 5 feet and turning West along Garden for 60 feet, turning South for 100 feet to edge of Patio, turning East to Southwest corner of Brewery wall, turning North along Brewery wall to beginning at Northeast corner of Retail.

Approved Entertainment:

- **INSTRUMENTAL MUSIC**
(4-7 Instruments)
Guitar; Drums; Bass; Mandolin;
Violin; Brass
- **VOCALISTS (1-3)**
- **DISC JOCKEY**

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of Section 183A, Chapter 140 of the Massachusetts General Laws, and any rules or regulations made thereunder by the licensing authorities.

Conditions of License:

- **HOURS: 2:00 pm to 7:00 pm; 7 Days**
- All Entertainment must end by 7:00 pm.
- **ACOUSTIC MUSIC ONLY** to be played through house system.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 15th day of December 2021.



Jason Bridges
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022

**Unless earlier suspended, cancelled, or revoked*

**This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.
A Current Certificate of Inspection with Approved Occupancy Must Always be Posted with this License.**

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES DIRECTOR
131 PLEASANT STREET
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV
508-228-7230



MEMO

8/12/2022

To: Select Board
Libby Gibson, Town Manager

From: Jeff Carlson, Natural Resources Director

Re: Nantucket Land Council Request for Shellfishing Exclusion Zone

Eelgrass is a critical component of the harbor ecosystem. It provides a sheltered habitat for many organisms, including bay scallops and juvenile fish species. Eelgrass within Nantucket Harbor has been declining in coverage over the last few of decades. To combat this loss goal 3.5 of the 2009 Nantucket and Madaket Harbors Action Plan reads as follows:

To protect and restore where appropriate, the valuable natural resources of Nantucket and Madaket Harbors

Much of the character of Nantucket is based on its coastal natural resources. The beauty of its beaches, dunes, and barrier beaches draws tourists from all over the world. Its clean waters host a wide array of pleasure vessels. Its eelgrass beds support a unique shellfish industry. It is critical to the economy and way of life of the island that these resources be maintained and, where possible, restoration efforts should be undertaken to ensure that critical ecosystems remain healthy and viable.

To supplement this goal the Town of Nantucket Shellfish Management Plan Objective 2 Recommendation 3 continues:

Develop and implement a cost-effective strategy to protect/restore eelgrass in locations of significance to shellfish resources—both within and outside Nantucket and Madaket Harbors. This strategy should take into consideration options such as propagating eelgrass, re- seeding areas, and removing stressors (e.g., moorings, excess nutrients) to existing and potential eelgrass habitats.

The Nantucket Land Council partnered with the Town of Nantucket Natural Resources Department has spent this past year collecting Eelgrass seeds and plants with the intention of help to restore an area that previously held Eelgrass in 5th Bend near Coatue. To let these plants establish with minimal disturbance NLC is requesting this area be deemed “habitat sensitive” which allows it to be closed to recreational and

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commercial shellfishing. The Select Board is granted this authority by § 260-4.11 of the Town of Nantucket Regulations. This will require the Town to post this closure. Previously the Board has approved a similar area in between the Monomoy piers and this closure has proved to be successful as Eelgrass is coming back in that area from both transplant and natural growth.

The Natural Resources Department fully supports this request and will continue to work with the Nantucket Land Council on helping to restore Eelgrass within both harbors.

*Town of Nantucket, MA
Friday, August 12, 2022*

Chapter 260. Fishing and Shellfishing

ARTICLE IV. Shellfishing

Part 2. General Regulations Applying to Recreational, Commercial and Aquaculture Licenses

§ 260-4.11. Habitat sensitive areas.

No commercial or recreational shellfishing may occur in areas deemed "habitat sensitive" and which have a posted closure by the Select Board or its designee.

Select Language | ▼



Nantucket Land Council

Six Ash Lane

Post Office Box 502

Nantucket, Massachusetts 02554

508 228-2818

Fax 508 228-6456

nlc@nantucketlandcouncil.org

www.nantucketlandcouncil.org

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Paul A. Bennett

Vice President

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Executive Director

RJ Turcotte

Nantucket Waterkeeper

Meg Browsers

Development Director

Anna Day

Administrative Assistant

Peter R. Fenn

General Counsel

July 25, 2022

Jason Bridges, Chair

Nantucket Select Board

16 Broad Street

Nantucket, MA 02554

Re: Request for Shellfishing Exclusion Zone

Dear Chair Bridges and Nantucket Select Board Members,

The Nantucket Land Council (NLC), a 501(c)(3) non-profit organization with a mission to preserve and protect Nantucket's natural resources, will be initiating an expansion of our eelgrass transplant project in a new location. The NLC has received all appropriate permits as well as a significant state grant to expand our eelgrass restoration efforts. In 2018 the NLC began transplanting whole eelgrass shoots in a ½ acre restoration area off Monomoy Beach with support from the Nantucket Natural Resources Department (NRD). The Town previously approved a shellfishing exclusion zone around this site. Transplanting efforts, the closure, and natural recruitment from nearby eelgrass populations have resulted in an increase of eelgrass in this area.

The NLC is requesting a temporary closure of another ½ acre area near 5th bend on Coatue (see aerials attached) to be restored using similar whole shoot transplant methods, as well as introducing multiple new seeding techniques. The NRD has been assisting the NLC, along with other community volunteers, to harvest eelgrass seeds this summer. We will be planting these at the existing Monomoy Beach Restoration Site (1) as well as this new Coatue Restoration Site (2) over the next three years, with 3-5 years of ongoing monitoring. We are requesting the closure throughout planting and monitoring to assess the restoration and establishment of this habitat.

We have received support for this request from the Nantucket Harbormaster, Nantucket Natural Resources Department, and the Harbor and Shellfish Advisory Board. In the **Nantucket Shellfish Regulations, Section 2.8, Habitat Sensitive Areas**, states: *No commercial or recreational shellfishing may occur in areas deemed "habitat sensitive" and have a posted closure by the Board of Selectmen or its designee.* We are requesting that the Coatue Restoration Site be deemed a "habitat sensitive" area. We do not believe this exclusion will cause any hardship to fishermen and, on the contrary, will be improving shellfish habitat that will benefit fishing in the future. Please contact me with any questions. Thank you for your attention to this matter.

Sincerely,

Emily Molden,

Executive Director, Nantucket Land Council

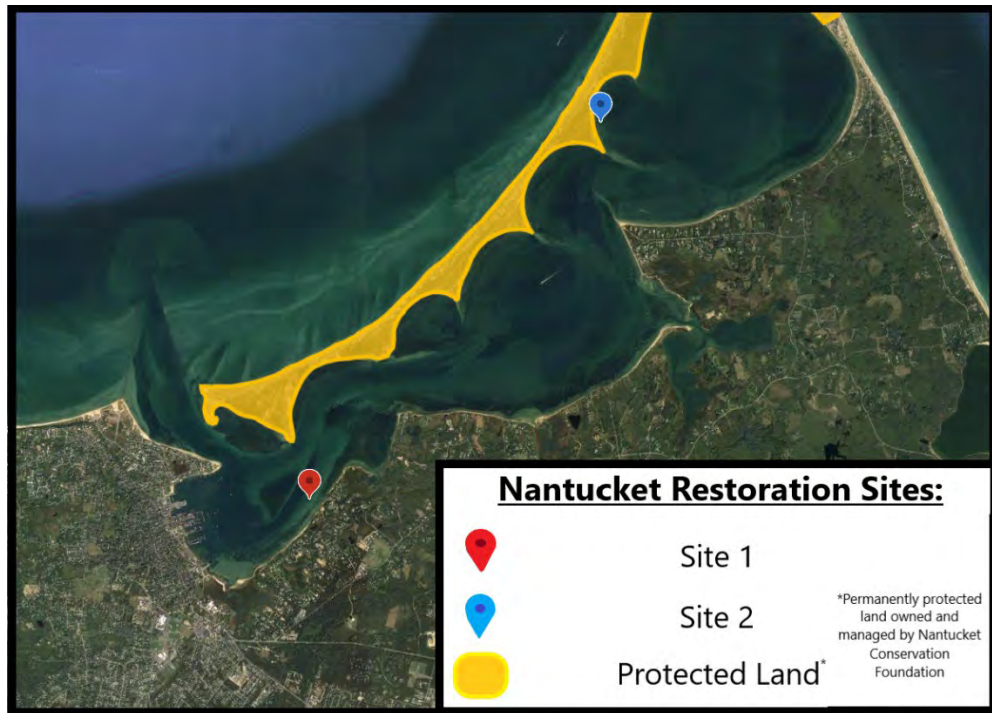
Enclosure



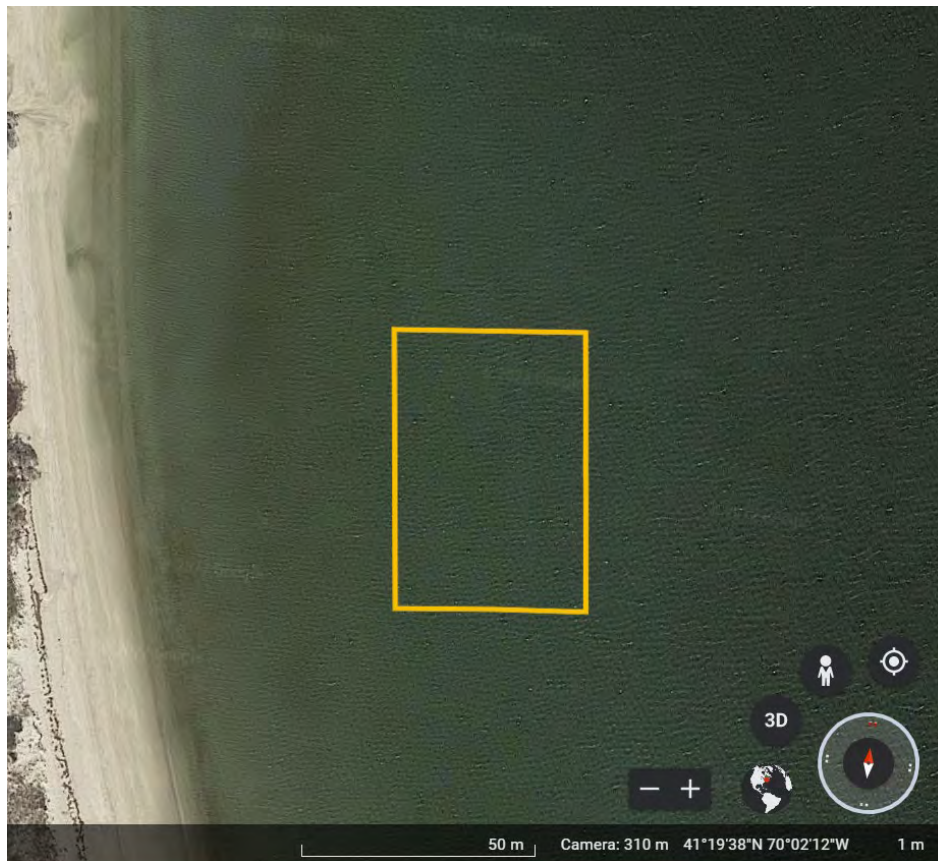
Planning • Protecting • Preserving



Nantucket Harbor Eelgrass Restoration Sites



Coatue Restoration Site 2



July 29, 2022

Jason Bridges
Dawn E. Hill Holdgate
Melissa Murphy
Brooke Mohr
Matt Fee

Mr. Bridges,

At its meeting on June 22, 2022, the Harbor & Shellfish Advisory Board voted unanimously, 5-0, to continue its support of the eelgrass restoration efforts of the Nantucket Land Council and the Brant Point Shellfish Hatchery as part of the Town's Natural Resources Department in Nantucket Harbor. As the HSAB put its support behind the temporary closure of a half-acre of harbor bottom just off the Monomoy shore for eelgrass restoration, we now also urge the Select Board to grant temporary closure of an additional half an acre of harbor bottom in Fifth Bend near Bass Point.

This temporary closure calls for a prohibition of all shellfishing including the dredging of bay scallops and the digging of soft-shell clams and quahogs along with anchoring in the proposed closure area to give transplanted eelgrass the chance to take root and expand on its own. Considering that this portion of the harbor is more or less devoid of marine life in Fifth Bend near Bass Point, the HSAB feels that this is an ideal location to expand regrowth of eelgrass. The success of the aforementioned first plot of eelgrass restoration at Monomoy where eelgrass transplanted from other harbor locations is not only thriving, but spreading unaided within this area, informs us that the Land Council's proposal for a second closure area is sound and well thought out.

We're confident the Select Board knows well the benefits of healthy eelgrass beds to marine life within our harbors including abundant bay scallops, quahogs and soft-shell clams leading to sustainable annual harvests, breeding areas for winter flounder, sediment retention and boosting of our year-round economy. Please consider these benefits to the Nantucket community as a whole and then grant this temporary closure for the Nantucket Land Council

Thank you for your time and patience.

Sincerely,

The Harbor & Shellfish Advisory Board

Andrew G. Lowell – Chairman
David E. Bossi – Vice Chairman
Peter B. Brace - Secretary
David F. Fronzuto,
Virginia F. Andrews
Stephen Payor
Scott W. Andersen



Agenda Item Summary

Agenda Item #	IX. 4a.
Date	8/17/2020

Staff

Nancy Holmes, Town Clerk

Subject

Warrant for Sept. 6, 2022 State Primary

Executive Summary

Warrant needs to be signed by Select Board in order to be Posted by Constable by 7 days prior

Staff Recommendation

Recommended

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Comply with MGL

Board/Commission Recommendation

n/a

Public Outreach

n/a

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

n/a

Attachments

Copy of Warrant Attached



COMMONWEALTH OF MASSACHUSETTS

**WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2022 STATE PRIMARY

SS.

To the Constables of the City/Town of: NANTUCKET

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

WARD/PRECINT NUMBERS: 0/1

POLLING LOCATION: NANTUCKET HIGH SCHOOL, 10 Surfside Road

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

GOVERNOR	For this Commonwealth
LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	NINTH DISTRICT
COUNCILLOR	FIRST DISTRICT
SENATOR IN GENERAL COURT	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT	BARNSTABLE, DUKES & NANTUCKET DISTRICT
DISTRICT ATTORNEY	CAPE & ISLANDS DISTRICT
SHERIFF	NANTUCKET COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2022.
(month)

Select Board of: _____ NANTUCKET _____
(City or Town)

(Indicate method of service of warrant)

_____, 2022.
Constable (month and day)
(Indicate method of service of warrant)

Warrant must be posted by **August 30, 2022** (at least *seven days prior* to the **September 6, 2022** State Primary).



Agenda Item Summary

Agenda Item #	IX. 4b.
Date	8/17/2022

Staff

Nancy Holmes, Town Clerk

Subject

Action by Select Board i.e. Assignment of Police Officers at Polling Place

Executive Summary

Revision of MGL 54 under VOTES ACT of 2022 now charges Select Board with assigning Police Officers to Polling Place (Please see attachments)

Staff Recommendation

I recommend the Board vote positively on attached Motion

Background/Discussion

Please see attachments

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Comply with revised MGL / new VOTES ACT

Board/Commission Recommendation

n/a

Public Outreach

n/a

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

n/a

Attachments

1 Attachment - Positive Motion and further background information



Town of Nantucket

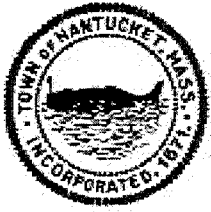


OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk Nantucket

(508) 228-7217
FAX (508) 325-5313
Email: townclerk@nantucket-ma.gov



To the Members of the Select Board,

August 10, 2022

Action is required in response to recent changes, made to Section 72 of MGL 54 in the recently approved VOTES Act of 2022. This change now charges our Select Board, rather than the Chief of Police or their agent, with detailing a sufficient number of police officers for each Polling location within a town. I am not certain as to the reasoning behind this change, however most City/Town Clerks seem to be requesting that the authority to appoint and schedule the Police Officer for Polling locales revert to their local Police Chief and I am recommending same. This manner has worked for Nantucket (and most cities and towns) for decades and I am recommending the following action, which is similar motion used by many of my counterparts within the Commonwealth:

SUGGESTED MOTION: "Move to approve a sufficient number of police officers, but not less than 1, at the Polling location at every Municipal, State and Federal Election or Town Meeting event therein to preserve order and protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections as now required per the recently passed VOTES ACT, by Section 72 of Chapter 92 of the Acts of 2022. Further move to henceforth designate the Police Chief or their agent, the authority to assign specific police officers for all future elections according to scheduling and availability."

For your reference, a copy of the revised Section 72, here:

Section 72. The select board, board of selectmen, town council or city council of each city and town, in consultation with its election officers and registrars, shall detail a sufficient number of police officers or constables for each building that contains the polling place for 1 or more precincts at every election therein to preserve order and to protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections.

Thank you for your consideration and attention to this matter.

Sincerely,

Nancy L. Holmes



Agenda Item Summary

Agenda Item #	IX. 4c.
Date	8/17/2022

Staff

NANCY HOLMES, TOWN CLERK

Subject

ANNUAL APPOINTMENT OF ELECTION WORKERS

Executive Summary

RECOMMENDED ANNUAL APPOINTMENT ELECTION WORKERS (LIST)

Staff Recommendation

APPROVAL/APPOINTMENTS ALL RECOMMENDED

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

APPROVAL OF S.B. NEEDED PER TOWN CHARTER, SEC. 3.4 (a) (2)

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

LIST OF ELECTION WORKERS NAMES



NANTUCKET 2022 ELECTION WORKERS LIST – TERMS TO EXPIRE AUG. 31, 2023

WARDEN: FRANCIS PSARADELIS
DEP. WARDEN: MICHAEL DAY
SENIOR CLERK: COLLEEN MCLAUGHLIN

ELECTION WORKERS:

MARY ADAMS	SARAH ANN MILLER
JERRY ADAMS	JOYCE MONTALBANO
JEAN ALLEN	VENESSA MOORE
LAURA ANDERSON	NANCY MOYLAN
DIANE ASCHE	SANDIE OWEN
ANNIE BISSIINGER	LINDA PATTON
ELAINE BOEHM	JAMES PERELMAN
DAVID BOSSI	SHERI PERELMAN
FAY KERR BROWN	RUTH PITTS
JOAN BUNTING	JULIE REINEMO
JOHANNA CAMPBELL	KATHY RICHEN
SUSAN CARY	ELEANOR ROETHKE
CAROLE CORKISH	BINTH RUSTAD
SUZETTE BROWN	SHIRLEY SMITH
SUZANNE DAUB	ANN STOCK
JANICE DAVIS	JOANNE SULLIVAN
PENNY DEY	JUSTINE TIMMS
ELIZABETH FLANAGAN	MARTHA TIRK
MARGARET-ANN FLEMING	JEANETTE TOPHAM
ELAINE FLYNN	RUTH TONICO
ELSIE GAW	JOYCE VAN VORST
PATRICIA GILES	NELL VAN VORST
KATHLEEN GRIEDER	KRYSTEN WALLACE
WILLIAM GRIEDER	CATHY WARD
PAMELA GRIFFIN	RHODA WEINMAN
JEAN GRIMMER	BARBARA WHITE
GARTH GRIMMER	
KENNETH HILBIG	
ERIN-MARIE HOLMES	
LAURA HOLMES	
BARBARA JENKINS	
SUZANNE KENNEDY	
VIRGINIA KINNEY	
CINDY KOSCIUK	
BARBARA KOTALAC	
RICHARD LEONE	
PAMELA LOHMANN	
MARY MALAVASE	
GREGORY MEHRINGER	



Agenda Item Summary

Agenda Item #	IX. 5.
Date	8/17/2022

Staff

Vincent Murphy, Coastal Resilience Coordinator

Subject

Coastal Resilience Advisory Committee Quarterly report – Apr to Jun 2022.

Executive Summary

This is the second quarterly reports from the Coastal Resilience Advisory Committee. The purpose of the quarterly reports is to provide a brief summary to the Select Board on quarterly activities of the Coastal Resilience Advisory Committee and on activities on Coastal Resilience Plan implementation efforts. It is also hoped to provide a regular platform for SB & CRAC to communicate and assist each other with coastal resilience direction.

Staff Recommendation

N/A

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

The CRAC requests that the Select Board expand the Environmental Goal of the Strategic plan to include implementation of the 40 recommendations of the CRP in the next ten years as a specific goal.

Public Outreach

Overview & highlights of CRAC meetings from April to June 2022.

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

Implementation of the Coastal Resilience Plan.

Attachments

Quarterly report attached.



Quarterly report from the Coastal Resilience Advisory Committee (CRAC) to the Select Board for April to June 2022.

HIGHLIGHTS FROM THE QUARTER:

- On June 28th Carolina Magina, newly hired Sustainability Project Manager for New England Development (owners of Nantucket Island Resorts) was a guest speaker. Carolina spoke about their plans to undertake sustainable projects and how they would like to coordinate with Town plans where possible. She will be available to attend future CRAC meetings as well.

COASTAL RESILIENCE PLAN (CRP) ACTIVITIES:

On 4/14 CRAC held a special meeting for a public presentation from the Woods Hole Group (WHG) as consultants to The Trustees of Reservation (TTOR) and Nantucket Conservation Foundation (NCF). The WHG presented information on studies of potential breach points on Coatue, at Coskata Pond, and at the Haulover with potential solutions to make those areas more resilient. This project is directly related to CRP Recommendation **4-3 Coatue Erosion Mitigation and Dune Resilience**.

The Town's Coastal Resilience & Sustainability Interdepartmental working group commenced meeting on April 4th. CRAC will receive updates on the group's activities from Natural Resources Department as available. This is implementation of CRP Recommendation **1-5 Coastal Resilience & Sustainability Interdepartmental Working Group**

CRAC continued discussion on **Recommendation 1-14 Update Locally-adopted Sea Level Rise Scenarios and Best Available Flood Hazard Data** and requested additional information from Mass Dept of Transportation regarding availability of the Massachusetts Coastal Flood Risk Model data.

GRANT APPLICATIONS:

CRAC was involved in several grant applications with and through the Natural Resources Department and also with other island groups:

- A grant application for a feasibility study and public outreach regarding under the CRP Recommendation **2-6 Downtown Neighborhood Flood Barrier - Phase 1 Project** was submitted to the Mass Office of Coastal Zone Management (CZM).
 - This is a CRAC Priority project and follows on from the Q1 decision to pursue funding to progress this project forward.
 - Arcadis presented information on this grant application to the committee in May 24th and the committee provided direction, feedback and written comments.
 - After incorporating comments, the NRD submitted a grant application in early June to CZM to undertake a feasibility and design project, with a large public engagement component
 - CRAC provided a letter of support for this grant application.
- The Natural Resources Department (NRD) submitted a Municipal Vulnerability Preparedness Program grant application to make Sesachacha Pond more resilient – part of CRP Recommendation **4-2 Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond**. CRAC had a presentation from NRD's Leah Hill and provided a letter of support.

- The Trustees of Reservations submitted a grant application to the National Fish and Wildlife Foundation for a further study on resilience on their Martha's Vineyard and Nantucket properties, with the Nantucket Conservation foundation as a co-applicant for the Nantucket portion. CRAC provided a letter of support for the portion of the project covering TTOR Nantucket properties as this project supports CRP Recommendation **4-3 Coastal Erosion Mitigation and Dune Resilience**
- NRD submitted a request for a Direct Technical Assistance Program from FEMA and that request was not successful. Direct Technical Assistance is a program that offers up to three years of assistance with grant applications, project development and project design to assist communities increase resilience. This program is aimed towards economically disadvantaged communities, indigenous people's communities and rural communities. Nantucket qualified as a rural community.
- With input from CRAC, the Natural Resources Department submitted a pre-application proposal for a National Fish and Wildlife grant for design work on Polpis Road at Folger's Marsh and Sesachacha Pond. Subsequently, the NRD was not invited to submit a full application. This project was intended to reduce isolation risk for the area between the project locations and may be put forward for alternate grants in the near future. This project sought to start two CRP recommendations, namely **4-1 Polpis Road Raising and Bridge Conversion at Folger's Marsh** and **4-2 Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond**

Requests & Recommendations:

- Are there current or upcoming issues for which the Select Board would like the CRAC's advice?
- The CRAC requests that the Select Board expand the Environmental Goal of the Strategic plan to include implementation of the 40 recommendations of the CRP in the next ten years as a specific goal.
- The CRAC recommends to the Select Board that the Town continue to make progress in the Design Thinking Workshop "Just Do It" project list. CRAC Intends to make more specific recommendations going forward.



Agenda Item Summary

Agenda Item #	X. 1.
Date	8/17/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for approval and execution of purchase and sale agreement, quitclaim deed and settlement statement for Town-owned yard sale parcel known as Parcel S, Vernon Street as shown on a plan of land filed with Nantucket Registry District of the Land Court as Plan No. 43353-B containing 7,400± square feet pursuant to the Nantucket Yard Sale Program to ACK T.O.W., LLC.

Article 77 of the 2010 Annual Town Meeting authorized the conveyance of the parcel taken for public ways, open space, and/or general municipal purposes. Parcel S has an area of 7,400 SF. I have confirmed with the Coastal Resilience Coordinator that there are no issues as to coastal resilience with this transaction. This matter was before the REAC Committee on 8/8/2022 and received unanimous approval to proceed with the disposition. The usual terms as to use only for residential purposes, and permanently restricting any further subdivision of the premises when combined with the existing real property.

Staff Recommendation

As the documents have been reviewed by and approved by Town Counsel, proceed with the conveyance at \$3.00 per square foot plus legal fees as unanimously recommended by the Real Estate Assessment Committee.

Background/Discussion

This disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

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

To complete the taking of previously authorized acquisitions and disposition and to increase taxable land area.

Board/Commission Recommendation

REAC reviewed and approved at its meeting on 8/8/2022.

Public Outreach

n/a

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

Conforms with the intent of the Yard Sale program

Attachments

Purchase and Sale Agreement, Quitclaim Deed, Settlement Statement, LC Plan No. 43353-B



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2022.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and ACK T.O.W., LLC, a Massachusetts limited liability company, having its principal address at 51 Weweeder Avenue, Nantucket, Massachusetts 02554 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel S, Vernon Street, containing 7,400± square feet, on a plan of land entitled "Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43353-A, 51 Weweeder Avenue, Nantucket, Massachusetts," dated June 23, 2021, prepared by Site Design Engineering, LLC, filed with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 51 Weweeder Avenue, Nantucket, Massachusetts, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00), of which

\$	0.00	was paid as a deposit
\$	0.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

\$	22,200.00	Total
----	-----------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 18th day of August 2022, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement, which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

ACK T.O.W., LLC
51 Weweeder Avenue
Nantucket, MA 02554

With a copy to:

John B. Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
Facsimile: (508) 228-6205

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 51 Weweeder Avenue, shown as Lot 4 on Land Court Plan No. 43353-B, previously acquired by Grantee by Deed noted on Certificate of Title No. 28274 filed with the Nantucket County Registry District of the Land Court (together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket

Select Board and such permission is filed with said Registry District of the Land Court.. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER: ACK T.O.W., LLC

By: _____
_Brian Harris, Manager

825047 NANT19712/0001

QUITCLAIM DEED

Parcel S, Vernon Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **ACK T.O.W., LLC**, a Massachusetts limited liability company, (the “Grantee”) having its principal address at 51 Weweeder Avenue, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel S, Vernon Street, containing 7,400± square feet on a plan of land entitled “Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43345-A, 51 Weweeder Avenue, Nantucket, Massachusetts,” dated June 23, 2021, prepared by Site Design Engineering, LLC, filed with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B (the “Parcel”). The Parcel hereby conveyed is a portion of Vernon Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 51 Weweeder Avenue and shown as Lot 4 on said Land Court Plan No. 43353-B previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 28274 at the Nantucket Registry District of the Land Court (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

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

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

For Grantor's title, see Certificate of Title No 28903 filed with said Registry District of the Land Court.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

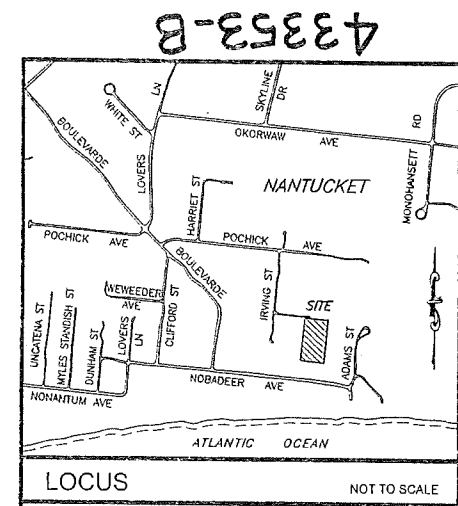
Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



- NOTES**
1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE EXISTING PARCEL (MAP 88, PARCEL 12) TO CREATE LOT 1 AND LOT 2 AS SHOWN.
 2. THIS PLAN REPRESENTS A SUBDIVISION OF LOT 2 SHOWN ON LAND COURT PLAN 43353-A.
 3. THE SITE IS NOT LOCATED WITHIN ANY KNOWN SPECIAL FLOOD HAZARD AREAS AS DETERMINED FROM THE TOWN OF NANTUCKET FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 250230 0152 G (EFFECTIVE DATE 6/9/2014).
 4. THIS PLAN AND ANY ACCOMPANYING CERTIFICATIONS DO NOT CONSTITUTE A CERTIFICATION OF TITLE TO THE PROPERTY DISPLAYED HEREON. THE OWNER OF LOCUS AND ADJUTING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.
 5. BUILDING OFFSET DISTANCES ARE FROM BUILDING CORNER BOARDS AT APPROXIMATELY 5' ABOVE GROUND LEVEL.
 6. ALL DISTANCES WERE MEASURED BY EDM.

TRAVERSE CLOSURE DATA

LENGTH OF TRAVERSE = 1195.02'
ANGULAR ERROR = 0°00'13"
CLOSURE DISTANCE = 0.075'
DIRECTION = N80°32'55"E
PRECISION = 1:16,022

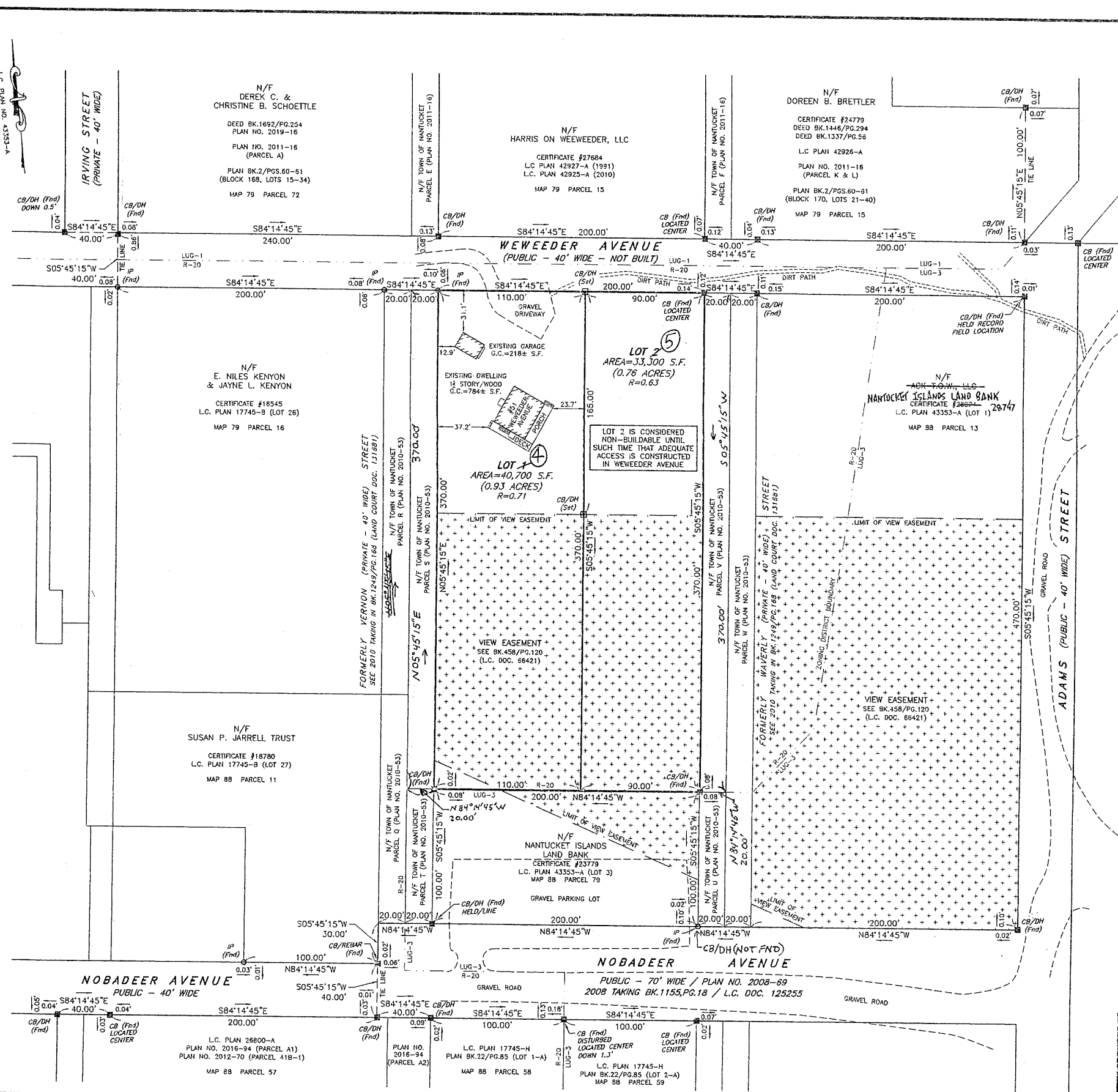
INSTRUMENTATION

LEICA TS12 P 3 R400
SERIAL NO. 877939
EDM ACCURACY
±(1mm + 1.5ppm)
LEICA GEOSYSTEMS CALIBRATION
CERTIFICATE NO. 877939-02132021

I CERTIFY THAT AS OF THE DATE OF THIS SURVEY, THE MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

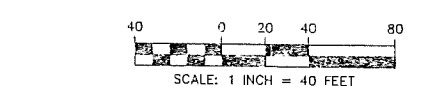
I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 BETWEEN MAY 28, 2021 AND JUNE 18, 2021.

PROFESSIONAL LAND SURVEYOR
DATE 6-23-2021



I FURTHER CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY COMPLETED ON JUNE 18, 2021.

PROFESSIONAL LAND SURVEYOR
DATE 3-14-2022



- LEGEND**
- CB CONCRETE BOUND
 - CB/DH CONCRETE BOUND W/DRILL HOLE
 - CB/DH CONCRETE BOUND W/DRILL HOLE SET
 - IP IRON PIPE

OWNER & APPLICANT

ACK T.O.W., LLC
50 WEWEEDER AVENUE
NANTUCKET, MA 02554

TITLE REFERENCE:
CERTIFICATE NO. 28274

PLAN REFERENCES:
L.C. PLAN NO. 43353-A (LOT 2)
PLAN NO. 2004-62

SITE LOCATION:
51 WEWEEDER AVENUE
NANTUCKET, MASSACHUSETTS

ASSESSORS REFERENCE:
MAP 88, PARCEL 12

RESIDENTIAL 20 (R-20) ZONING DISTRICT

REGULATION	REQUIREMENT
MIN. LOT AREA	20,000 SQ. FT.
LOT FRONTAGE	75'
FRONT SETBACK	30'
SIDE SETBACK	10'
REAR SETBACK	10'
GROUND COVER RATIO	12.5%

OVERLAY DISTRICT APPLICABILITY

NONE

43353 B

LAND COURT
MAR 29 2022
FILED

Lots 4 + 5 + PARCELS S+V

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

DATE ENDORSED: 7-12-21
PLANNING BOARD FILE NO.

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

**SITE DESIGN
ENGINEERING, LLC.**
11 CUSHMAN STREET
MIDDLEBORO, MA 02346
T: 508-967-0673 F: 508-967-0674
WWW.SDE-LOG.COM

NO.	DATE	DESCRIPTION
1	3/14/22	EDITS PER LAND COURT COMMENTS

PLAN REVISIONS

DATE: JUNE 23, 2021

DRAWN BY: RLM COMPS. BY: RLM CHECK BY: RLM/DCM

PROJECT NO. 19109

ISSUED FOR:

ANR ENDORSEMENT

PLAN OF LAND

BEING A SUBDIVISION OF LOT 2
SHOWN ON LAND COURT PLAN 43353-A
51 WEWEEDER AVENUE
NANTUCKET, MASSACHUSETTS
ASSESSORS MAP 88, PARCEL 12
PREPARED FOR
ACK T.O.W., LLC

DRAWING TITLE:

**APPROVAL NOT
REQUIRED PLAN**

SCALE: 1" = 40'

SHEET NO.

1 OF 1

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
ACK T.O.W., LLC ("Buyer")
Parcel S, Vernon Street,
Nantucket, MA (Property)
August 18, 2022(Closing Date)

Purchase Price: \$ 22,200.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
8/18/22-6/30/23 \$ 72.91

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 23,272.91

Checks:

Town of Nantucket \$ 23,272.91

BUYER: ACK T.O.W., LLC

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Brian Harris, Manager

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

—



Agenda Item Summary

Agenda Item #	X. 2.
Date	8/17/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for approval and execution of purchase and sale agreement, quitclaim deed and settlement statement for Town-owned yard sale parcel known as Parcel V, Waverly Street as shown on a plan of land filed with Nantucket Registry District of the Land Court as Plan No. 43353-B containing 7,400± square feet pursuant to the Nantucket Yard Sale Program to Derek C. Schoettle and Christine B. Schoettle.

Article 77 of the 2010 Annual Town Meeting authorized the conveyance of the parcel taken for public ways, open space, and/or general municipal purposes. Parcel V has an area of 7,400 SF. I have confirmed with the Coastal Resilience Coordinator that there are no issues as to coastal resilience with this transaction. This matter was before the REAC Committee on 8/8/2022 and received unanimous approval to proceed with the disposition. The usual terms as to use only for residential purposes, and permanently restricting any further subdivision of the premises when combined with the existing real property.

Staff Recommendation

As the documents have been reviewed by and approved by Town Counsel, proceed with the conveyance at \$3.00 per square foot plus legal fees as unanimously recommended by the Real Estate Assessment Committee.

Background/Discussion

This disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and disposition and to increase taxable land area.

Board/Commission Recommendation

REAC reviewed and approved at its meeting on 8/8/2022.

Public Outreach

n/a

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

Conforms with the intent of the Yard Sale program

Attachments

Purchase and Sale Agreement, Quitclaim Deed, Settlement Statement, LC Plan No. 43353-B



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2022.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Derek C. Schoettle and Christine B. Schoettle, having a mailing address of 27 Forest Avenue, Milton, Massachusetts 02186, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Parcel V, Waverly Street, containing 7,400± square feet, on a plan of land entitled "Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43353-A, 51 Weweeder Avenue, Nantucket, Massachusetts," dated June 23, 2021, prepared by Site Design Engineering, LLC, filed with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the

time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 51 Weweeder Avenue, Nantucket, Massachusetts, being Lot 5 as shown on Land Court Plan. No. 43353-B, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00), of which

\$	0.00	was paid as a deposit
\$	0.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

\$ 22,200.00	Total
--------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 18th day of August 2022, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement, which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Derek C. Schoettle and Christine B.
Schoettle
27 Forest Avenue
Milton, Massachusetts 02186

With a copy to:

Sarah F. Alger, Attorney
Sarah F. Alger, P.C.
4 North Water Street
Nantucket, MA 02554
(508) 228-1118
Facsimile: (508) 228-8004

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 51 Weweeder Avenue, shown as Lot 5 on Land Court Plan No. 43353-B, previously acquired by Grantee by Deed noted on Certificate of Title No. 28920 filed with the Nantucket County Registry District of the Land Court (together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court.. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent

restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER:

Derek C. Schoettle

Christine B. Schoettle

826048NANT19712/0001

QUITCLAIM DEED

Parcel V, Waverly Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to Derek C. Schoettle and Christine B. Schoettle as joint tenants with right of survivorship, (the “Grantee”) having a mailing address of 27 Forest Avenue, Milton, Massachusetts 02186, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel V, Waverly Street, containing 7,400± square feet on a plan of land entitled “Plan of Land Being a Subdivision of Lot 2 Shown on Land Court Plan 43345-A, 51 Weweeder Avenue, Nantucket, Massachusetts,” dated June 23, 2021, prepared by Site Design Engineering, LLC, filed with Nantucket Registry District of the Land Court as Land Court Plan No. 43353-B (the “Parcel”). The Parcel hereby conveyed is a portion of Vernon Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 51 Weweeder Avenue and shown as Lot 5 on said Land Court Plan No. 43353-B previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 28920 at the Nantucket Registry District of the Land Court (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

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

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

For Grantor's title, see Certificate of Title No 28904 filed with said Registry District of the Land Court.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2022.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

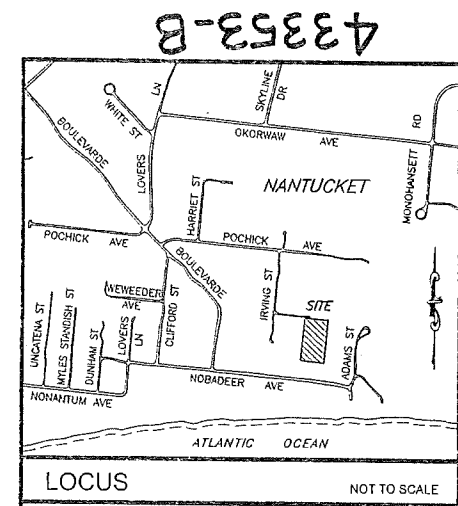
Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Melissa K. Murphy, Matthew G. Fee and Brooke Mohr as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



- NOTES**
1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE EXISTING PARCEL (MAP 88, PARCEL 12) TO CREATE LOT 1 AND LOT 2 AS SHOWN.
 2. THIS PLAN REPRESENTS A SUBDIVISION OF LOT 2 SHOWN ON LAND COURT PLAN 43353-A.
 3. THE SITE IS NOT LOCATED WITHIN ANY KNOWN SPECIAL FLOOD HAZARD AREAS AS DETERMINED FROM THE TOWN OF NANTUCKET FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 250230 0152 G (EFFECTIVE DATE 6/9/2014).
 4. THIS PLAN AND ANY ACCOMPANYING CERTIFICATIONS DO NOT CONSTITUTE A CERTIFICATION OF TITLE TO THE PROPERTY DISPLAYED HEREON. THE OWNER OF LOCUS AND ADJUTING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.
 5. BUILDING OFFSET DISTANCES ARE FROM BUILDING CORNER BOARDS AT APPROXIMATELY 5' ABOVE GROUND LEVEL.
 6. ALL DISTANCES WERE MEASURED BY EDM.

TRAVERSE CLOSURE DATA

LENGTH OF TRAVERSE = 1195.02'
ANGULAR ERROR = 0°00'13"
CLOSURE DISTANCE = 0.075'
DIRECTION = N80°32'55"E
PRECISION = 1:16,022

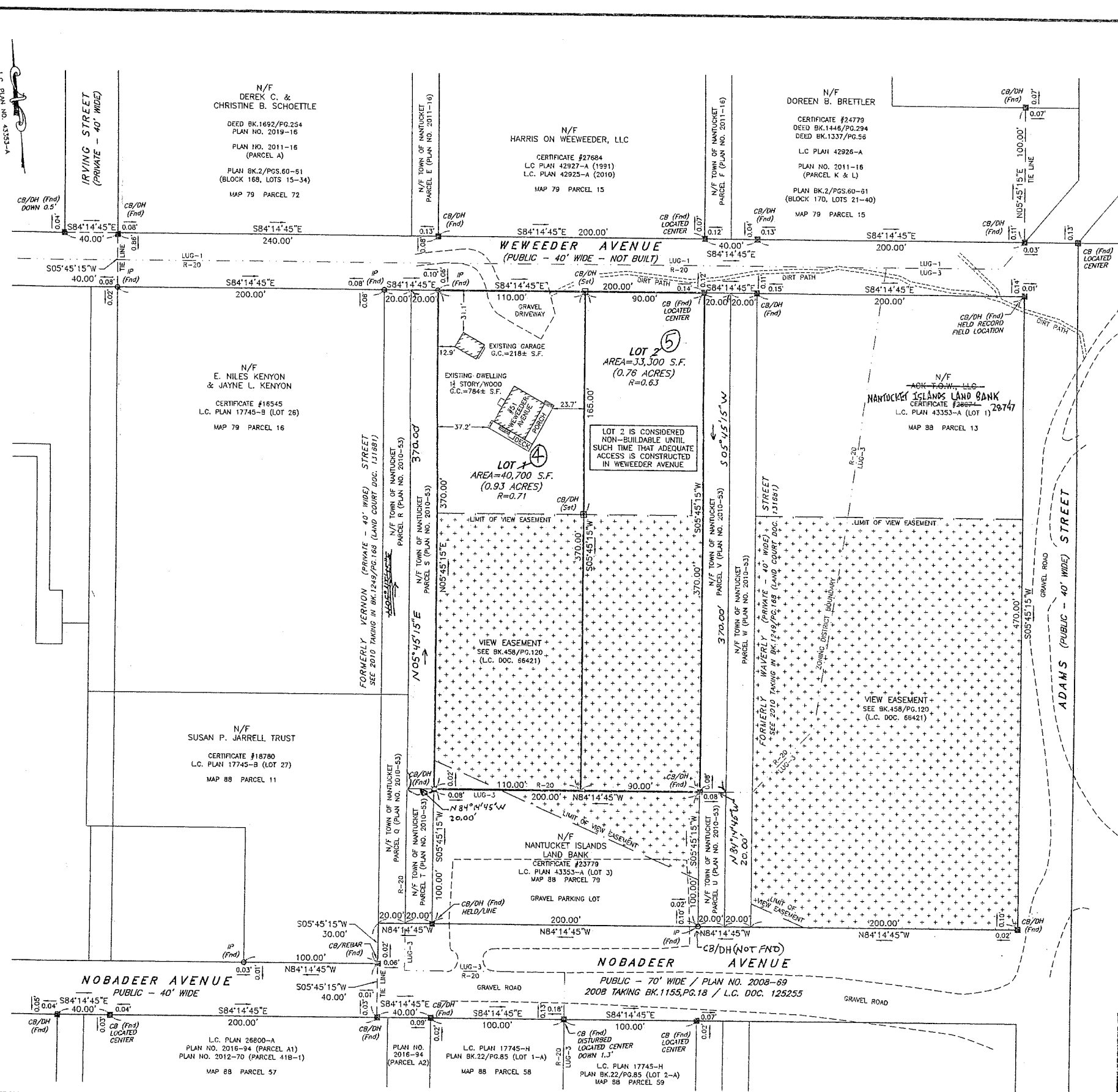
INSTRUMENTATION

LEICA TS12 P 3 R400
SERIAL NO. 877939
EDM ACCURACY
±(1mm + 1.5ppm)
LEICA GEOSYSTEMS CALIBRATION
CERTIFICATE NO. 877939-02132021

I CERTIFY THAT AS OF THE DATE OF THIS SURVEY, THE MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

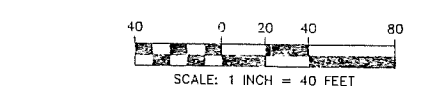
I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 BETWEEN MAY 28, 2021 AND JUNE 18, 2021.

PROFESSIONAL LAND SURVEYOR
DATE 6-23-2021



I FURTHER CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW AS AT THE TIME OF THE ORIGINAL SURVEY COMPLETED ON JUNE 18, 2021.

PROFESSIONAL LAND SURVEYOR
DATE 3-14-2022



- LEGEND**
- CB CONCRETE BOUND
 - CB/DH CONCRETE BOUND W/DRILL HOLE
 - CB/DH CONCRETE BOUND W/DRILL HOLE SET
 - IP IRON PIPE

OWNER & APPLICANT

ACK T.O.W., LLC
50 WEWEEDER AVENUE
NANTUCKET, MA 02554

TITLE REFERENCE:
CERTIFICATE NO. 28274

PLAN REFERENCES:
L.C. PLAN NO. 43353-A (LOT 2)
PLAN NO. 2004-62

SITE LOCATION:
51 WEWEEDER AVENUE
NANTUCKET, MASSACHUSETTS

ASSESSORS REFERENCE:
MAP 88, PARCEL 12

RESIDENTIAL 20 (R-20) ZONING DISTRICT

REGULATION	REQUIREMENT
MIN. LOT AREA	20,000 SQ. FT.
LOT FRONTAGE	75'
FRONT SETBACK	30'
SIDE SETBACK	10'
REAR SETBACK	10'
GROUND COVER RATIO	12.5%

OVERLAY DISTRICT APPLICABILITY

NONE

43353 B

LAND COURT
MAR 29 2022
FILED

Lots 4 + 5 + PARCELS S+V

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

DATE ENDORSED: 7-12-21
PLANNING BOARD FILE NO.

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

**SITE DESIGN
ENGINEERING, LLC.**
11 CUSHMAN STREET
MIDDLEBORO, MA 02346
T: 508-967-0673 F: 508-967-0674
WWW.SDE-LOEC.COM

NO.	DATE	EDITS PER LAND COURT COMMENTS	DESCRIPTION
1	3/14/22		

PLAN REVISIONS

DATE: JUNE 23, 2021

DRAWN BY: RLM COMPS. BY: RLM CHECK BY: RLM/DCM

PROJECT NO. 19109

ISSUED FOR: ANR ENDORSEMENT

PLAN OF LAND

BEING A SUBDIVISION OF LOT 2
SHOWN ON LAND COURT PLAN 43353-A
51 WEWEEDER AVENUE
NANTUCKET, MASSACHUSETTS
ASSESSORS MAP 88, PARCEL 12
PREPARED FOR
ACK T.O.W., LLC

DRAWING TITLE:

**APPROVAL NOT
REQUIRED PLAN**

SCALE: 1" = 40'

SHEET NO.

1 OF 1

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Derek C. Schoettle and Christine B. Schoettle ("Buyer")
Parcel V, Waverly Street,
Nantucket, MA (Property)
August 18, 2022(Closing Date)

Purchase Price: \$ 22,200.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
8/18/22-6/30/23 \$ 72.91

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 23,272.91

Checks:

Town of Nantucket \$ 23,272.91

**BUYER: DEREK C. SCHOETTLE AND
CHRISTINE B. SCHOETTLE**

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Derek C. Schoettle

Christine B. Schoettle

Jason Bridges

Dawn E. Hill Holdgate

Melissa K. Murphy

Matthew G. Fee

Brooke Mohr

—



Agenda Item Summary

Agenda Item #	XI. 1.
Date	8/17/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – **Great Harbor Yacht Club, Inc., 56 Union Street.**

Executive Summary

Great Harbor Yacht Club, Inc. is applying for a New Liquor License for an **Annual Club All Alcohol** Liquor License for premises located at **56 Union Street.**

The Application requests a New Liquor License for the newly acquired property at 56 Union Street which is adjacent to the existing Great Harbor Yacht Club licensed premises.

The property was formerly licensed as a restaurant (Licenses were surrendered in 2021 and not renewed for 2022). The former restaurant space and patio/garden area will be used by Club members and guests for social activities. There are no current plans to add Non-Live or Live Entertainment to the premises.

The applicant has also submitted it's Annual Change of Officers as required by the ABCC.

There are no plans to expand membership due to the increase in property size.

Staff Recommendation

Applicant meets all requirements and has submitted documentation as outlined below.

Application must be approved by both the Local Licensing Authority (Select Board) and ABCC. An amended License will be issued within (7) Business Days of notification of final approval by ABCC.

Background/Discussion

Requirements for Alteration of Premises:

- ABCC Alteration of Premises and Change of Officers Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records
- Legal Right to Occupy



- Advertisement and Abutter Notification for 96 Washington and 56 Union.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Ad in Inky for two weeks

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

N/A

Attachments

ABCC New Liquor License Application and Supporting Documents; Alteration of Premises Withdrawal Letter; Public Notice advertisement





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☒ 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 |

APPLICANT INFORMATION

Name of Licensee Great Harbor Yacht Club, Inc.

DBA

Street Address 56 Union Street Nantucket, MA

Zip Code 02554

Manager Stephen Creese

Granted under
Special Legislation? Yes ☐ No ☒

\$12 Club

Annual

All Alcoholic Beverages

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter

of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

The premises was formerly a restaurant, and it is located adjacent to properties that are currently owned and operated by the Applicant. The premises will be used for private events, passive recreation, and as a remote workspace for members of the Great Harbor Yacht Club. The building is a one story structure with front dining room, back dining room, and side patio.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:

Date

07/25/2022

Time

Advertised

Yes ☒ No ☐

Date Published

8/4/22 & 8/11/22

Publication

Inquirer & Mirror

Abutters Notified:

Yes ☒ No ☐

Date of Notice

Date APPROVED by LLA

08/17/2022

Decision of the LLA

Approves this Application

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

LICENSE #: 00183-CL-0762

LICENSE FEE: \$3,250.00

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

TO BE CONSUMED ON THE PREMISES

BUSINESS: Great Harbor Yacht
Club, Inc.

DBA: Great Harbor Yacht Club

PREMISES: 96 Washington Street
Nantucket, MA 02554

MANAGER: Stephen Creese

ON PREMISES DESCRIBED AS:

Great Harbor Yacht Club's Sailing Center which
Includes Snack Bar, Meeting Room, Lawn Area in
Front of Sailing Center and Clubhouse including 2
Restaurants, Ball Room, First and Second Floor
Decks, 2 Lounges and Lawn Area in Front of
Clubhouse.

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 1st day of
December 2021.



Jason Bridges
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022

**Unless earlier suspended, cancelled, or revoked*

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

LICENSE #: 00120-RS-0762

LICENSE FEE: \$3,250.00

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

TO BE CONSUMED ON THE PREMISES

BUSINESS: Orbrieo, Inc.
DBA: Fifty-Six Union
PREMISES: 56 Union Street
Nantucket, MA 02554
MANAGER: Wendy Clinton-Jannelle

ON PREMISES DESCRIBED AS:

One story structure: front dining room; 50 seating capacity. Back dining room: 32 seating capacity. Side Patio: 38 seating capacity. Front Patio: 2 seating capacity. Two exits/entrances facing Union Street. Three exits/entrances facing East.

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 16th day of December 2020.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2021

**Unless earlier suspended, cancelled, or revoked*

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.

LICENSE FEE: **\$100.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ENTERTAINMENT LICENSE

► **SEVEN DAYS** ◀

BUSINESS: Great Harbor Yacht Club, Inc.
DBA: Great Harbor Yacht Club
PREMISES: 96 Washington Street
Nantucket, MA 02554
MANAGER: Stephen Creese

LICENSED PREMISES DESCRIBED AS:

Great Harbor Yacht Club's Sailing Center which Includes Snack Bar, Meeting Room, Lawn Area in Front of Sailing Center and Clubhouse including 2 Restaurants, Ball Room, First and Second Floor Decks, 2 Lounges and Lawn Area in Front of Clubhouse.

Approved Entertainment:

- INSTRUMENTAL MUSIC
- VOCAL MUSIC
- DANCING
- TELEVISION (WIDE SCREEN)
- STREAMING MUSIC
- AMPLIFIERS

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of Section 183A, Chapter 140 of the Massachusetts General Laws, and any rules or regulations made thereunder by the licensing authorities.

Conditions of License INDOORS:

- **HOURS (Mon. – Sat.): 11:00 am to 12:00 am**
- **HOURS (Sunday): 9:00 am to 12:00 am**
- Inside Clubhouse and Sailing Center

Conditions of License OUTDOORS:

- **HOURS (Sun. – Thurs.): 11:00 am to 9:00 pm**
- **HOURS (Fri. – Sat.): 11:00 am to 10:00 pm**
- Outdoor Area to include Lawn Area for Clubhouse and Sailing Center

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 15th day of December 2021.



Jason Bridges
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022

**Unless earlier suspended, cancelled, or revoked*

**This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.
A Current Certificate of Inspection with Approved Occupancy Must Always be Posted with this License.**

LICENSE FEE: **\$100.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN

ENTERTAINMENT LICENSE

▶ **SEVEN DAYS** ◀

BUSINESS: Orbrieco, Inc.
DBA: Fifty-Six Union
PREMISES: 56 Union Street
Nantucket, MA 02554
MANAGER: Wendy Clinton-Jannelle

LICENSED PREMISES DESCRIBED AS:

One story structure: front dining room; 50 seating capacity. Back dining room: 32 seating capacity. Side Patio: 38 seating capacity. Front Patio: 2 seating capacity. Two exits/entrances facing Union Street. Three exits/entrances facing East.

Approved Entertainment:

- **AMPLIFIED DMX/COMPACT DISC PLAYER**
- **TV MONITOR (MUTE)**
(FRONT DINING ROOM)

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of Section 183A, Chapter 140 of the Massachusetts General Laws, and any rules or regulations made thereunder by the licensing authorities.

Conditions of License:

- **HOURS: 5:00 pm to 1:00 am; 7 Days**
- All Entertainment must end by 1:00 am.
- Note: Town Bylaw Chapter 101, Section B
- Noise: Restrictions on noise levels between the hours of 10:00PM and 7:00AM (10:00PM and 7:30AM between

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 16th day of December 2020.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2021

**Unless earlier suspended, cancelled, or revoked*

ALL EMERGENCY ORDERS ISSUED BY THE COMMONWEALTH OF MASSACHUSETTS AND
TOWN OF NANTUCKET APPLY.

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

July 15, 2022

ATTORNEYS

Jennifer Cohen
Steven L. Cohen

Sent via email to: patricia.hathaway@state.ma.us

Patricia Hathaway, Administrative Assistant
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

**Re: Great Harbor Yacht Club; Withdrawal of Alteration of Premises
Application; 56 Union Street, Nantucket, MA 02554**

Dear Ms. Hathaway,

This office represents Great Harbor Yacht Club, Inc. ("GHYC"). As you may recall, GHYC submitted an Alteration of Premises Application to incorporate a recently acquired property – located at 56 Union Street - into its existing ABCC License. The Commission held an informational hearing regarding the application on July 12, 2022. As a result of the hearing, GHYC would like to formally withdraw its Alteration of Premises Application concerning the 56 Union Street property. GHYC will be imminently filing a separate application for a new ABCC License for the 56 Union Street property, and we are currently working with the Town of Nantucket in that regard.

If you have any questions, or if the ABCC requires any additional information to process the requested withdrawal, then please let us know. Also, if there is someone else to whom this communication should be directed, then please also let us know.

Thank you for your time and assistance.

Very truly yours,



Steven L. Cohen, Esq.

PUBLIC NOTICE

Please be advised that the Select Board will hold a public hearing on Wednesday, August 17, 2022 at 5:30 PM to consider a New Annual Club Liquor License application for Great Harbor Yacht Club, Inc. dba Great Harbor Yacht Club, located at 56 Union Street, Nantucket, MA 02554, Stephen Creese, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.



Airport Enterprise Fund

Quarterly Financial Report

Fourth Fiscal Quarter

Ended June 30, 2022



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Airport Financial Highlights

Airport Revenues

As of Q4 FY2022, total revenue YTD (total without other funding sources) is up overall 56% (\$8.8M) over YTD FY2021. A major driver of this increase is the total increase in fuel revenue. Currently, total fuel sales have increased \$5.8M (73%) over this time in FY2021 (\$7.9M in 2021 to \$13.7M in 2022). The airport has an overall increase revenue in other areas such as PFC's, Fee Income, Vehicle Income etc. as a result of the economy recovering from the impacts of the pandemic.

Total operations and enplanements are up 11% and 93% respectively, over this time last year.

Airport Expenses

As of Q4 FY2022, total expenses (excluding debt service) are up 65% (\$5.6M) over YTD FY2021.

The main driver is the increase in fuel expenses as a result of selling 427k (25%) more gallons of Jet A over this time last year. The increase gallons sales coupled with the increase in fuel price led to doubling the total fuel purchases in FY22 over FY21. The average price per gallon during April through June went up from \$2.70 in 2021 to \$5.89 in 2022. That's an increase of \$3.19 per gallon (118% increase).

According to the analysis, total fuel expenses are up \$2.6M (65%) over time last year. However, what's not reflected in the analysis is that NMA received an ACRGP Grant which reimbursed \$1.5M of fuel purchases during FY22. This brings the true fuel purchases for FY22 to \$8.2M, which is an increase of \$4.1M (102%) over this time last year.

The payroll expenses are an anomaly as they are still reflecting CARES Act reimbursements. As of Q4 FY2022, the operating budget is showing \$2.8M in payroll expenses, however there are \$2,172,801 in payroll expenses that have been reimbursed with CARES Act money, totaling \$5,054,399 in payroll expenses YTD.

As of Q4 FY2021, the operating budget is showing \$1.2M in payroll expenses, however there are \$3,470,390 in payroll expenses that have been reimbursed with CARES Act money, totaling \$4,641,976 in payroll expenses YTD. Overall, payroll expenses increase \$412k (9%) over Q4 YTD 2021.

Airport Summary

TOWN OF NANTUCKET
AIRPORT - ENTERPRISE FUND
Operating Revenues and Expenses for the Twelve Months Ended June 30, 2022

	Budget	Twelve Months Ended Jun 30	
	FY2022	FY2022	FY2021
Revenue - Includes Airport Revolving Fund	\$ 17,170,700	\$ 24,536,434	\$ 15,729,720
Expenses - Includes Airport Revolving Fund	17,440,561	15,405,679	9,567,766
Net Earnings	(269,861)	9,130,755	6,161,954
Transfer from Retained Earnings	-	-	-
Net Earnings after Retained Earnings Transfer	\$ (269,861)	\$ 9,130,755	\$ 6,161,954
Net Sources / (Uses):			
Article #- GF Subsidy	\$ -	\$ -	\$ -
Encumbrance Carryforwards	19,861	19,861	25,158
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	-	(2,463,846)	-
Transfer from Special Revenue Funds (Fuel Revolver)	-	-	-
Transfer from Passenger Facility Charge Reserve (Retained Earnings)	250,000	250,000	400,000
Transfer from Stabilization Fund	-	-	-
Surplus(Deficit)	-	\$ 6,936,771	\$ 6,587,113

Certified Retained Earnings As of July 01, 2021	\$ 7,289,323
Less: Passenger Facility Charge - Actual FY22 Revenue	(629,009)
Less: Amount allocated at May 2, 2022 ATM, A23	(6,449,000)
Plus: Current Surplus as of June 30, 2022	\$ 6,936,771
Projected Balance as of June 30, 2022 ⁽¹⁾⁽²⁾	\$ 7,148,085

(1) Revenues remain a projection, until certified by 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

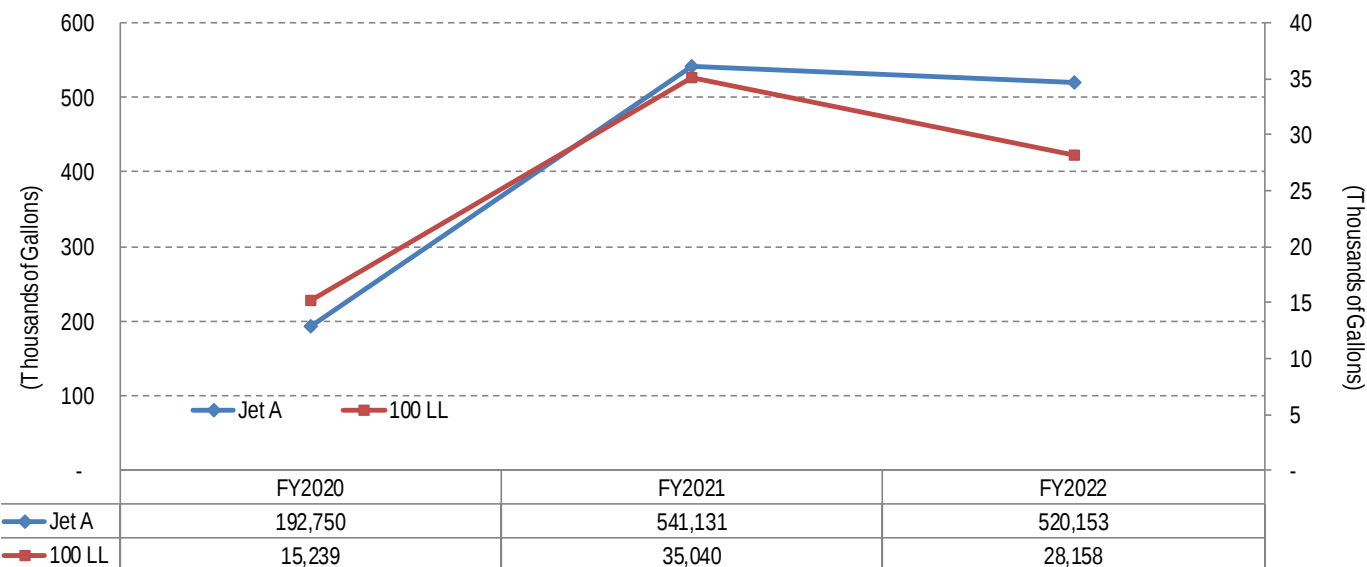
Airport Revenues

Where does the money come from?

Aviation Fuel Revolving Fund - FY2022 vs. FY2021

	FY2022	FY2021
Fuel Sales	\$ 13,766,287	\$ 7,952,775
Less: Fuel Purchases	(6,677,556)	(4,000,000)
Less: Non Fuel Purchases	(358,599)	-
Gross Profit	6,730,133	3,952,775
Revolver Purchase Cap *	9,500,000	4,000,000
Less: Fuel Purchases	(6,677,556)	(4,000,000)
Less: Non Fuel Purchases	(358,599)	-
Unallocable Portion of Gross Profit	2,463,846	-
Profit to be Applied to Op Budget	\$ 4,266,287	\$ 3,952,775

Q4 Fuel Sales - FY2020 to FY2022





Airport Revenues

Operating Revenue for the Quarter Ended Jun 30, 2022						
REVENUE	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget	
	FY2022	FY2021	\$ Change	% Change	Quarter	
Fixed Base Operations (FBO)	\$ 915,158	\$ 875,305	\$ 39,853	5%	\$ 717,250	
Revolver: Fuel Sales	9,500,000	4,000,000	5,500,000	138%	2,375,000	
Jet Fuel Sales in Excess of Revolving Fund	4,266,287	2,838,150	1,428,137	50%	250,000	
Passenger Facility Charge	100,337	103,930	(3,592)	(3%)	62,500	
Rental Income	705,557	746,627	(41,070)	(6%)	550,500	
Fee Income	174,549	160,501	14,048	9%	242,850	
Vehicle Income	62,003	35,650	26,353	74%	23,750	
Interest on Investments	15,932	8,931	7,001	78%	6,250	
Other Income	56,579	83,703	(27,125)	(32%)	64,575	
Total Revenue*	\$ 15,796,403	\$ 8,852,797	\$ 6,943,605	78%	\$ 4,292,675	
OTHER FINANCING SOURCES						
	FY2022	FY2021	\$ Change	% Change	Quarter	
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -	
FinCom Transfer	-	-	-	na	-	
Transfer from Special Revenue Funds (Fuel Revolver)	-	-	-	na	-	
Transfer from Passenger Facility Charge Reserve (Retained Earnings)	-	-	-	na	-	
Transfer from Stabilization Fund	-	-	-	na	-	
Encumbrance Carryforward	18,500	18,500	-	0%	-	
Fuel Revolver Fund Balance Unavailable for R/E Calculation (YTD Only)	-	-	-	na	-	
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-	
Total Other Financing Sources	\$ 18,500	\$ 18,500	\$ -	0%	\$ -	
TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 15,814,903	\$ 8,871,297	\$ 6,943,605	78%	\$ 4,292,675	



Airport Revenues

Operating Revenue for the Twelve Months Ended Jun 30, 2022							
REVENUE	Twelve Months Ended Jun 30		YR/YR		FY2022 Budget		% of Budget
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		
Fixed Base Operations (FBO)	\$ 4,227,567	\$ 3,551,459	\$ 676,108	19%	\$ 2,869,000		147%
Revolver: Fuel Sales	9,500,000	4,000,000	5,500,000	138%	9,500,000		100%
Jet Fuel Sales in Excess of Revolving Fund	4,266,287	3,952,775	313,513	8%	1,000,000		427%
Passenger Facility Charge	629,009	251,333	377,676	150%	250,000		252%
Rental Income	2,541,713	2,400,267	141,446	6%	2,202,000		115%
Fee Income	2,037,244	1,084,789	952,455	88%	971,400		210%
Vehicle Income	262,225	106,815	155,410	145%	95,000		276%
Interest on Investments	63,203	46,575	16,628	36%	25,000		253%
Other Income	1,009,186	335,707	673,478	201%	258,300		391%
Total Revenue*	\$ 24,536,434	\$ 15,729,720	\$ 8,806,714	56%	\$ 17,170,700		143%
OTHER FINANCING SOURCES							
	FY2022	FY2021	\$ Change	% Change	FY2022 Budget		Budget Used
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -		na
FinCom Transfer	-	-	-	na	-		na
Transfer from Special Revenue Funds (Fuel Revolver)	-	-	-	na	-		na
Transfer from Passenger Facility Charge Reserve (Retained Earnings)	250,000	400,000	(150,000)	(38%)	250,000		100%
Transfer from Stabilization Fund	-	-	-	na	-		na
Encumbrance Carryforward	19,861	25,158	(5,297)	(21%)	19,861		100%
Fuel Revolver Fund Balance Unavailable for R/E Calculation (YTD Only)	(2,463,846)	-	(2,463,846)	na	-		na
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-		na
Total Other Financing Sources	\$ (2,193,985)	\$ 425,158	\$ (2,619,143)	(616%)	269,861		(813%)
TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 22,342,449	\$ 16,154,878	\$ 6,187,571	38%	\$ 17,440,561		128%



Airport Expenses

Operating Expenses for the Quarter Ended Jun 30, 2022

OPERATING EXPENSES WITHOUT DEBT	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget
	FY2022	FY2021	\$ Change	% Change	Quarter
Payroll - Salary	\$ 1,119,026	\$ 668,006	\$ 451,020	68%	\$ 561,957
Medicare P/R Tax Expense	15,846	9,422	6,423	68%	8,143
Medical Insurance	233,459	188,330	45,128	24%	170,853
Barnstable County Retirement	-	-	-	na	125,221
Fixed Based Operations	253,720	159,515	94,205	59%	150,180
Revolver: Cost of Fuel	3,287,476	1,494,727	1,792,749	120%	2,375,000
Revolver: Fuel Storage Facility Maintenance	358,599	-	358,599	na	-
Jet Fuel Expense in Excess of Revolving Fund	-	-	-	na	-
Operations	59,473	28,894	30,578	106%	23,675
Service & Maintenance	214,890	127,562	87,328	68%	194,450
Administration	526,866	468,676	58,190	12%	347,084
General Insurance	120,481	117,912	2,570	2%	43,800
Indirect Costs	50,000	50,000	(0)	(0%)	50,000
Other	735,621	235,621	500,000	212%	83,905
Total Expenditures - Excluding Debt Service	\$ 6,975,455	\$ 3,548,665	\$ 3,426,790	97%	\$ 4,134,268
DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Quarter
Principal	\$ 150,000	\$ 150,000	\$ -	0%	\$ 147,500
Interest	22,245	63,631	(41,386)	(65%)	58,372
Issuance Costs	-	-	-	na	-
BAN Costs, Principal, Interest	120,625	-	120,625	na	20,000
Other	-	-	-	na	-
Total Debt Service	\$ 292,870	\$ 213,631	\$ 79,239	37%	\$ 225,872
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 7,268,325	\$ 3,762,296	\$ 3,506,029	93%	\$ 4,360,140



Airport Expenses

Operating Expenses for the Twelve Months Ended June 30, 2022							
OPERATING EXPENSES WITHOUT DEBT	Twelve Months Ended Jun 30		YR/YR		FY2022 Budget		% of Budget Used
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		
Payroll - Salary	\$ 1,904,478	\$ 910,918	\$ 993,560	109%	\$ 2,247,829		85%
Medicare P/R Tax Expense	27,065	12,853	14,212	111%	32,573		83%
Medical Insurance	443,064	247,816	195,248	79%	683,413		65%
Barnstable County Retirement	506,992	-	506,992	na	500,884		101%
Fixed Based Operations	1,039,917	688,156	351,761	51%	600,720		173%
Revolver: Cost of Fuel	6,677,556	4,000,000	2,677,556	67%	9,500,000		70%
Revolver: Fuel Storage Facility Maintenance	358,599	-	358,599	na	-		na
Jet Fuel Expense in Excess of Revolving Fund	-	56,070	(56,070)	(100%)	-		na
Operations	90,460	63,036	27,424	44%	94,700		96%
Service & Maintenance	582,000	550,410	31,590	6%	777,800		75%
Administration	1,527,291	1,534,137	(6,846)	(0%)	1,388,335		110%
General Insurance	212,379	175,256	37,124	21%	175,200		121%
Indirect Costs	200,000	200,000	-	0%	200,000		100%
Other	735,621	235,621	500,000	212%	335,620		219%
Total Expenditures - Excluding Debt Service	\$ 14,305,420	\$ 8,674,271	\$ 5,631,149	65%	\$ 16,537,074		87%
DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		% of Budget Used
Principal	\$ 590,000	\$ 620,000	\$ (30,000)	(5%)	\$ 590,000		100%
Interest	233,488	245,955	(12,468)	(5%)	233,488		100%
Issuance Costs	-	-	-	na	-		na
BAN Costs, Principal, Interest	276,771	27,539	249,232	905%	80,000		346%
Other	-	-	-	na	-		na
Total Debt Service	\$ 1,100,258	\$ 893,495	\$ 206,764	23%	\$ 903,488		122%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 15,405,679	\$ 9,567,766	\$ 5,837,913	88%	\$ 17,440,561		88%



Nantucket Water Department

Quarterly Financial Report

Fourth Fiscal Quarter Ended

June 30, 2022



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Nantucket Water Department Financial Highlights

Nantucket Water Revenues

Revenue collected for FY2022 was \$8,266,614, representing an increase of \$51,941 (+1%) compared to the previous fiscal year for Wannacomet and Siasconset Water combined.

Water Use Fees were up \$317K (+5%) over FY2021. However, Water Connection Fees were down 16% a decrease of \$171,453. Revenue collected amounted to 128% of FY2022 annual projected revenue.

Nantucket Water Expenses

Operating expenses, excluding Debt Service for FY2022 were down 9% (-\$289K) compared to the previous fiscal year and made up 78% of the annual budget. The significant decrease over FY2021 is driven mostly by lower Salaries and Professional Services with -8% and -46%, respectively. Repairs & Maintenance had decreased as well by \$87K (-37%). Utilities were up by \$66K (+35%) over FY2021.

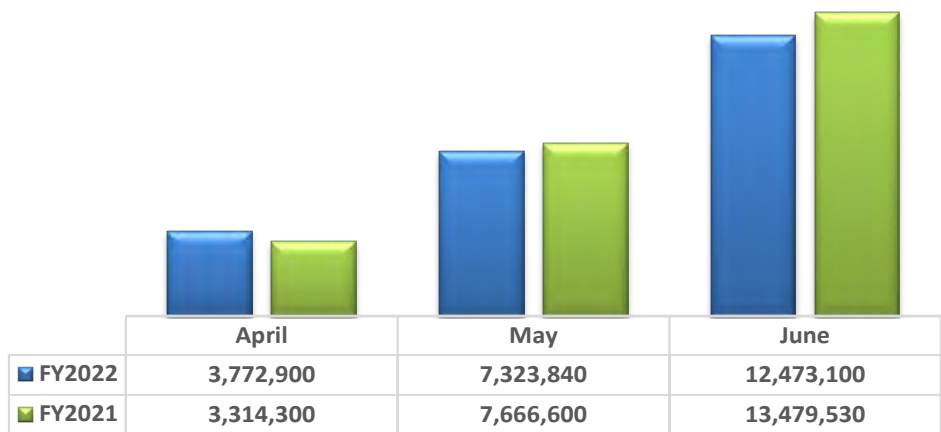
Debt service finished the quarter up +2% compared to last year and amounted to 88% of the annual budget allocation.



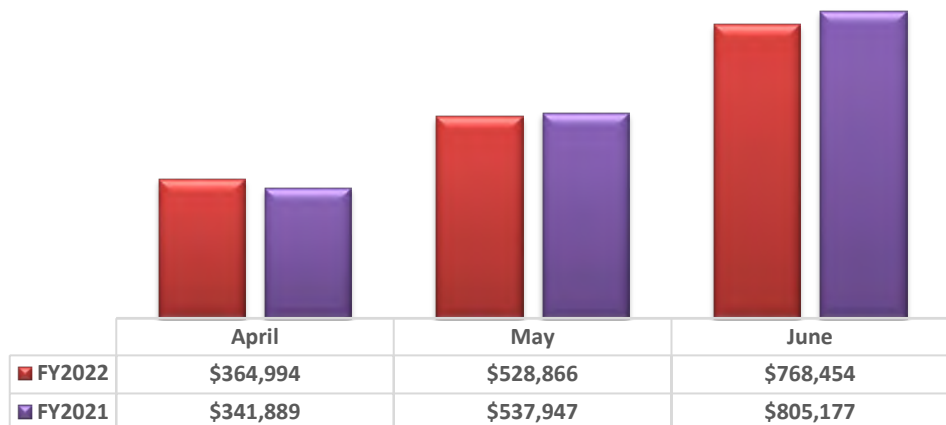
Nantucket Water Flow & Billing

This graphic summarizes water flows for Q4 of FY2022 and compares them to the previous year's flows. Each month represents the monthly flows (consumption) that were billed one month later. Thus, April 2022 flows represent bills issued in May 2022. The second graphic represents the billing. Nantucket Water and Sconset Water data is combined.

Monthly Water Consumption in CF



Monthly Water Billing



Nantucket Water Summary

TOWN OF NANTUCKET NANTUCKET WATER DEPARTMENT

Operating Revenues and Expenses for the Twelve Months Ended Jun 30, 2022

	Budget	Twelve Months Ended Jun 30	
	FY2022	FY2022	FY2021
		Actuals	Actuals
Revenue	\$ 6,473,038	\$ 8,266,614	\$ 8,214,673
Expenses	6,776,651	5,956,854	6,197,307
Net Earnings	(303,613)	2,309,760	2,017,366
Transfer from Retained Earnings	303,613	303,613	1,197,325
NET EARNINGS AFTER RETAINED EARNINGS TRANSFER	\$ -	\$ 2,613,373	\$ 3,214,691
Retained Earnings			
NET SOURCES / (USES)			
Article #- GF Subsidy	\$ -	\$ -	-
Encumbrance Carryforwards	-	-	15,805
FinCom GF Reserve Fund Transfer	-	-	-
SURPLUS / (DEFICIT)	\$ -	\$ 2,613,373	\$ 3,230,496

Certified Retained Earnings as of July 01, 2021 \$ 6,811,383

Plus: Current Surplus (Less Current Deficit) as of Jun 30, 2022 \$ 2,613,373

Minus amount allocated at June 5, 2021 ATM \$ (303,613)

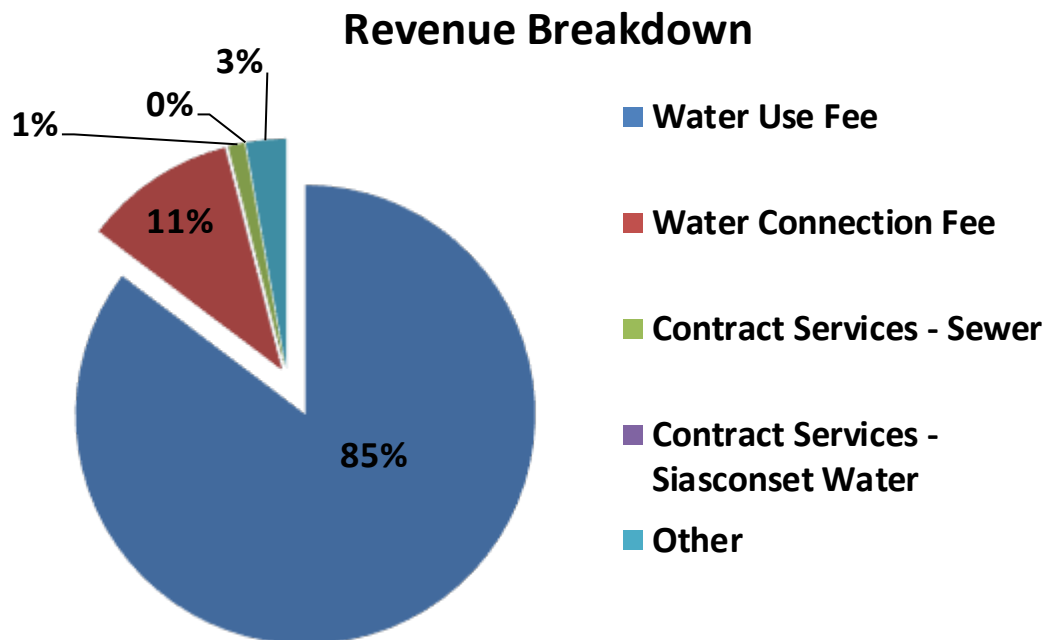
Minus amount allocated at May 2, 2022 ATM, A22 \$ (200,000)

Projected Balance as of Jun 30, 2022 ⁽¹⁾⁽²⁾ \$ 8,921,143

Nantucket Water Revenues

Where does the money come from?

FY2022 Top Revenue Sources - YR





Nantucket Water Revenues

Operating Revenue for Quarter Ended Jun 30, 2022

REVENUE	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget	
	FY2022	FY2021	\$ Change	% Change	Quarter	
Water Use Fee	\$1,232,496	\$1,167,453	\$ 65,043	6%	\$	1,413,648
Water Connection Fee	243,800	261,775	(17,975)	(7%)		93,750
Cross Connection Device Test Fee	13,050	10,800	2,250	21%		9,375
Late Payment Service Fee	8,816	11,542	(2,726)	(24%)		8,700
Rental Income	64,087	67,817	(3,730)	(6%)		25,662
Water Sales	-	-	-	na		-
Interest on Investments	6,971	3,633	3,338	92%		7,500
Contract Services - Sewer	1,512	31,250	(29,738)	(95%)		31,250
Revenue - Outside Billing	593	175	418	239%		875
Contract Services - Siasconset Water	-	-	-	na		20,000
Transfer Fee	7,000	10,900	(3,900)	(36%)		7,500
Premium Revenue on Debt	-	-	-	na		-
Total Revenue*	\$1,578,325	\$1,565,345	\$ 12,980	1%	\$	1,618,260

OTHER FINANCING SOURCES	FY2022	FY2021	\$ Change	% Change	Quarter	
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$	-
General Fund Free Cash Subsidy	-	-	-	na		-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na		-
FY2021 Encumbrance Carryforward	-	4,500	(4,500)	(100%)		-
Total Other Financing Sources	\$ -	\$ 4,500	\$ (4,500)	(100%)	\$	-

TOTAL REVENUE AND OTHER FINANCING SOURCES	\$1,578,325	\$1,569,845	\$ 8,480	1%	\$	1,618,260
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Nantucket Water Revenues

Operating Revenue for Twelve Months Ended Jun 30, 2022

REVENUE	Twelve Months Ended Jun 30		YR/YR		FY2022 Budget		% of Budget Used
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		
Water Use Fee	\$ 7,052,624	\$ 6,736,043	\$ 316,581	5%	\$ 5,654,592		125%
Water Connection Fee	884,759	1,056,212	(171,453)	(16%)	375,000		236%
Cross Connection Device Test Fee	33,300	33,000	300	1%	37,500		89%
Late Payment Service Fee	47,423	47,586	(163)	(0%)	34,800		136%
Rental Income	87,037	104,267	(17,230)	(17%)	102,646		85%
Water Sales	-	-	-	na	-		na
Interest on Investments	20,453	20,219	234	1%	30,000		68%
Contract Services - Sewer	96,032	128,649	(32,617)	(25%)	125,000		77%
Revenue - Outside Billing	3,218	1,427	1,791	126%	3,500		92%
Contract Services - Siasconset Water	-	40,000	(40,000)	(100%)	80,000		0%
Transfer Fee	41,769	47,270	(5,501)	(12%)	30,000		139%
Premium Revenue on Debt	-	-	-	na	-		na
Total Revenue*	\$ 8,266,614	\$ 8,214,673	\$ 51,941	1%	\$ 6,473,038		128%

OTHER FINANCING SOURCES	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	% of Budget Used
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -	na
General Fund Free Cash Subsidy	-	-	-	na	-	na
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	303,613	0%
FY2021 Encumbrance Carryforward	-	15,805	(15,805)	(100%)	-	na
Total Other Financing Sources	\$ -	\$ 15,805	\$ (15,805)	(100%)	\$ 303,613	0%

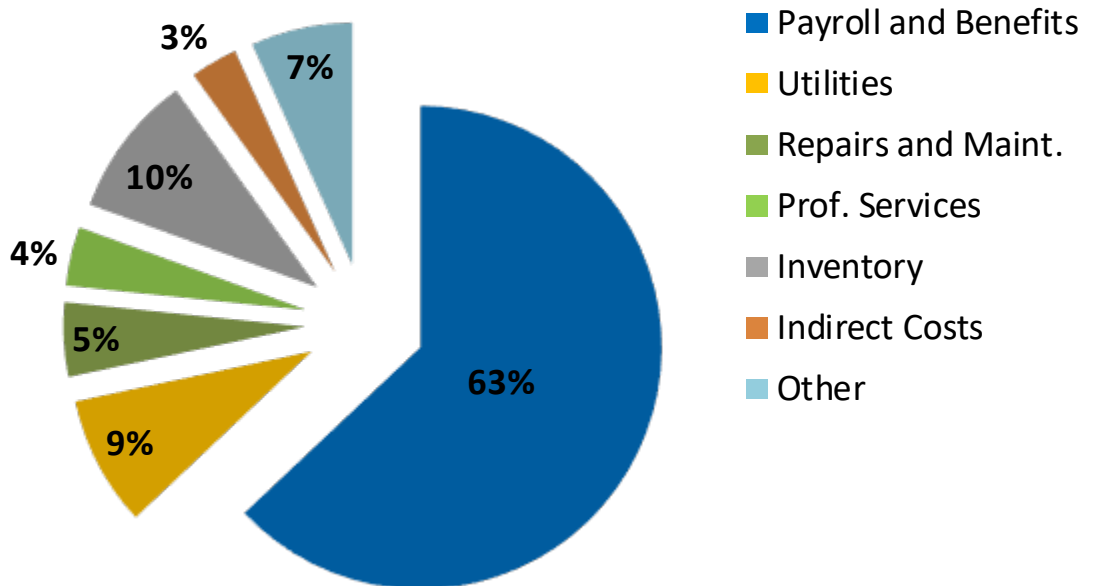
TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 8,266,614	\$ 8,230,478	\$ 36,136	0%	\$ 6,776,651	122%
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Nantucket Water Expenses

Where does the money go?

FY2022 Operating Expense Breakdown - YR

Operating Expenses Breakdown





Nantucket Water Expenses

Operating Expenses for Quarter Ended Jun 30, 2022

	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget
OPERATING EXPENSES WITHOUT DEBT	FY2022	FY2021	\$ Change	% Change	Quarter
Payroll - Salary	\$ 286,743	\$ 374,021	\$ (87,278)	(23%)	\$ 348,469
Medicare P/R Tax Expense	3,635	4,851	(1,216)	(25%)	4,475
Medical Insurance	88,362	102,390	(14,028)	(14%)	102,413
Barnstable County Retirement	-	-	-	na	87,338
Utilities	51,775	38,656	13,119	34%	55,850
Repairs & Maintenance	38,558	48,200	(9,642)	(20%)	80,975
Professional Services	41,172	94,166	(52,994)	(56%)	56,650
Inventory	38,739	110,746	(72,007)	(65%)	60,000
General Insurance	100,190	92,341	7,849	9%	50,831
Other Supplies	5,878	2,054	3,824	186%	14,950
Travel	3,578	5,078	(1,500)	(30%)	5,500
Indirect Costs	23,250	31,750	(8,500)	(27%)	23,250
Other	17,612	32,401	(14,789)	(46%)	55,004
Total Expenditures - Excluding Debt Service	\$ 699,491	\$ 936,654	\$ (237,163)	(25%)	\$ 945,705

DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Quarter
Principal	\$ -	\$ -	\$ -	na	\$ 550,375
Interest	167,423	213,903	(46,480)	(22%)	198,083
Issuance Costs	-	-	-	na	-
BAN Costs, Principal, Interest	-	-	-	na	-
Other	-	-	-	na	-
Total Debt Service	\$ 167,423	\$ 213,903	\$ (46,480)	(22%)	\$ 748,458

TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 866,913	\$ 1,150,557	\$ (283,644)	(25%)	\$ 1,694,163
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Nantucket Water Expenses

Operating Expenses for Twelve Months Ended Jun 30, 2022

	Twelve Months Ended Jun 30		YR/YR		FY2022 Budget	% of
OPERATING EXPENSES WITHOUT DEBT	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	Budget Used
Payroll - Salary	\$ 1,201,614	\$ 1,308,932	\$ (107,318)	(8%)	\$ 1,393,877	86%
Medicare P/R Tax Expense	16,500	17,675	(1,175)	(7%)	17,900	92%
Medical Insurance	349,701	364,383	(14,682)	(4%)	409,650	85%
Barnstable County Retirement	298,160	300,610	(2,450)	(1%)	349,352	85%
Utilities	257,427	190,995	66,432	35%	223,400	115%
Repairs & Maintenance	146,483	233,971	(87,488)	(37%)	323,900	45%
Professional Services	116,469	217,644	(101,175)	(46%)	226,600	51%
Inventory	282,174	292,366	(10,192)	(3%)	240,000	118%
General Insurance	100,190	92,341	7,849	9%	203,323	49%
Other Supplies	17,785	16,455	1,330	8%	59,800	30%
Travel	15,037	15,776	(739)	(5%)	22,000	68%
Indirect Costs	93,000	127,000	(34,000)	(27%)	93,000	100%
Other	68,044	72,968	(4,924)	(7%)	220,017	31%
Total Expenditures - Excluding Debt Service	\$ 2,962,584	\$ 3,251,116	\$ (288,532)	(9%)	\$ 3,782,819	78%
DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	% of Budget Used
Principal	\$ 2,201,500	\$ 2,180,000	\$ 21,500	1%	\$ 2,201,500	100%
Interest	792,769	766,191	26,578	3%	792,332	100%
Issuance Costs	-	-	-	na	-	na
BAN Costs, Principal, Interest	-	-	-	na	-	na
Other	-	-	-	na	-	na
Total Debt Service	\$ 2,994,269	\$ 2,946,191	\$ 48,078	2%	\$ 2,993,832	100%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 5,956,854	\$ 6,197,307	\$ (240,453)	(4%)	\$ 6,776,651	88%



Sewer Enterprise Fund

*Quarterly Financial Report
Fourth Fiscal Quarter Ended
June 30, 2022*



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Sewer Financial Highlights

Sewer Revenues

Total Revenue for FY2022 was up +7% over FY2021, representing an increase of \$767,543. The main driver behind the increase was Sewer Capacity Fee with \$1,086,130 more revenue collected over FY2021. Sewer Privilege Fees decreased over last year with -37% (-\$669K). Revenue collected outperformed and amounted to 128% of FY2022 projected revenue.

Sewer Expenses

Operating expenses, excluding Debt Service for FY2022 were up +13% (+\$555K) compared to last year and made up 92% of the annual budget. The most notable increases are Salaries +14% (+\$205K) and Repairs & Maintenance +50% (+\$115K). Professional Services & Other Expenses decreased over FY2021 with 12% and 16%, respectively.

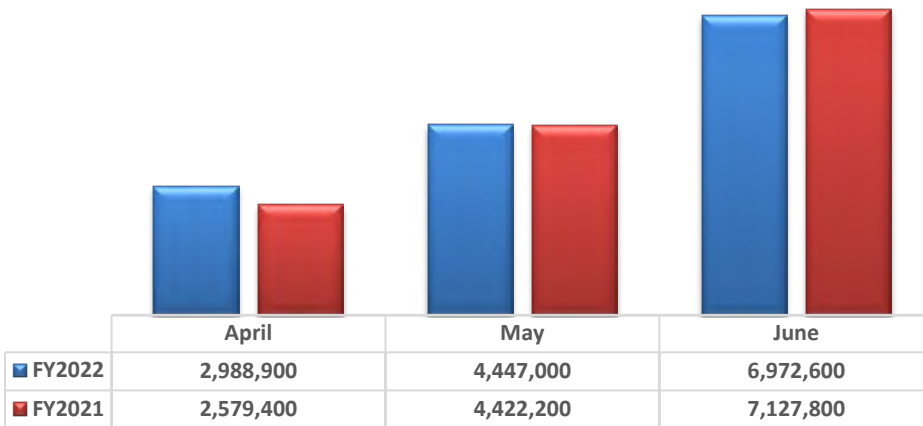
Debt service finished the year up 3% compared to last year and amounted to 97% of the annual budget allocation.



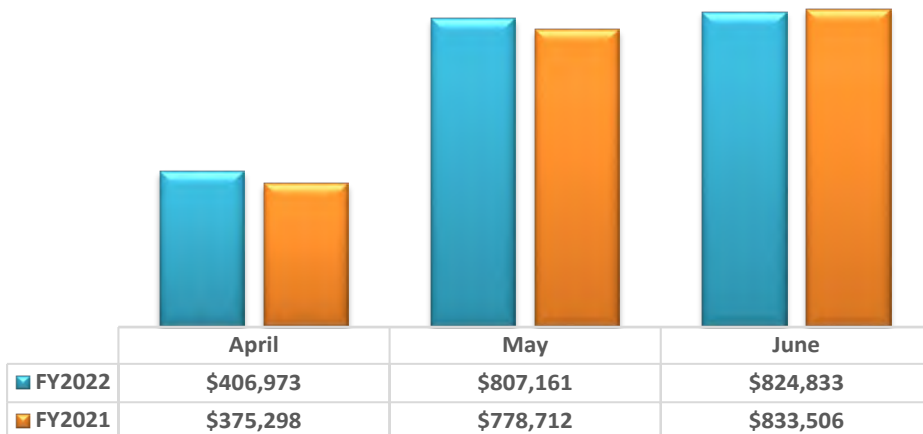
Sewer Flow & Billing

This graphic summarizes sewer flows for Q4 of FY2022 and compares them to the previous year's flows. Each month represents the monthly flows (consumption) that were billed one month later. Thus, April 2022 flows represent bills issued in May 2022. The second graphic represents the billing. For the fourth three months of FY2022 flows are down by 3.57% and billings are up by 0.33% when compared to FY2021.

Monthly Sewer Flow in CF



Monthly Sewer Billing



Sewer Summary

**TOWN OF NANTUCKET
SEWER ENTERPRISE FUND
Operating Revenue and Expenses for Twelve Months Ended Jun 30, 2022**

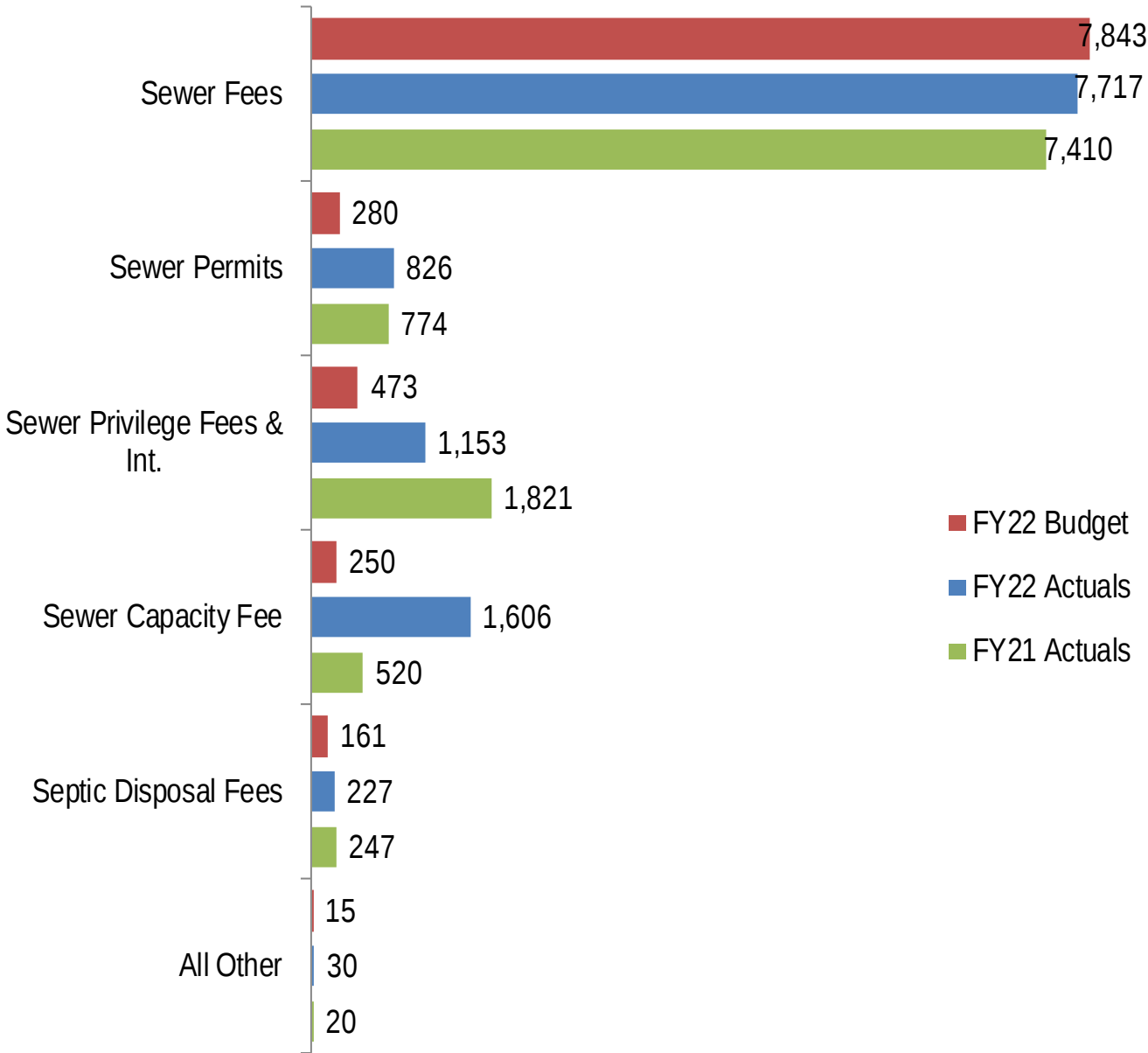
	BUDGET	Twelve Months Ended Jun 30	
	FY2022	FY2022	FY2021
Revenue	\$ 9,020,408	\$ 11,559,415	\$ 10,791,873
Expenses	9,746,282	9,414,761	8,745,790
Gross Earnings	(725,874)	2,144,654	2,046,082
Funding from Retained Earnings	<u>717,552</u>	<u>717,552</u>	<u>600,000</u>
Net Earnings	\$ (8,322)	\$ 2,862,206	\$ 2,646,082
Retained Earnings			
Net Sources (Uses)			
Encumbrance Carryforwards	8,322	2,133	8,136
Surplus (Deficit)	<u>\$ 0</u>	<u>\$ 2,864,339</u>	<u>\$ 2,654,218</u>

Certified Retained Earnings As of July 01, 2021	\$ 4,369,626
Plus: Current Surplus as of Jun 30, 2022	2,864,339
Minus amount allocated at June 5, 2021 ATM	(717,552)
Minus amount allocated at May 2, 2022 ATM	(207,998)
Minus amount allocated at May 2, 2022 ATM, A22	(150,000)
Minus amount allocated at May 2, 2022 ATM, A23	<u>(211,770)</u>
Projected Balance as of June 30, 2022 ⁽¹⁾⁽²⁾	\$ 5,946,645

Sewer Revenues

Where does the money come from?

Top Revenue Categories YR (in thousands)





Sewer Revenues

Sewer Enterprise Fund Revenue for Quarter Ended Jun 30, 2022

REVENUE	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget
	FY2022	FY2021	\$ Change	% Change	Quarter
Sewer Fee Income	\$ 1,506,391	\$ 1,454,418	\$ 51,973	4%	\$ 1,960,647
Sewer Permits	164,850	161,250	3,600	2%	70,005
Sewer Privilege Fees & Interest	278,094	925,992	(647,898)	(70%)	118,125
Sewer Capacity fee	236,261	138,555	97,705	71%	62,500
Septic Disposal Fees	56,859	56,668	190	0%	40,125
Sewer Liens Collected	5,120	6,130	(1,010)	(16%)	3,375
Penalties Collected	164	22	141	629%	325
Interest on Investments	-	-	-	na	-
Debt Premium	-	-	-	na	-
Other	(8,500)	(1,432)	(7,068)	494%	-
Total Revenue*	\$ 2,239,238	\$ 2,741,604	\$ (502,366)	(18%)	\$ 2,255,102

OTHER FIN. SOURCES (USES)	FY2022	FY2021	\$ Change	% Change	Quarter
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -
General Fund Free Cash Subsidy	-	-	-	na	-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-
Transfer to Capital Project Fund	-	-	-	na	-
FY2021 Encumbrance Carryforward	-	-	-	na	-
Total Other Financing Source	\$ -	\$ -	\$ -	na	\$ -

TOTAL REVENUE AND OTHER FIN. SOURCES/USES	\$2,239,238	\$2,741,604	\$(502,366)	(18%)	\$ 2,436,570
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Sewer Revenues

Sewer Enterprise Fund Revenue for Twelve Months Ended Jun 30, 2022

REVENUE	Twelve Months Ended Jun 30		YR/YR		FY2022 Budget	% of Budget Used
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	
Sewer Fee Income	\$ 7,717,229	\$ 7,409,745	\$ 307,484	4%	\$ 7,842,588	98%
Sewer Permits	826,182	773,700	52,482	7%	280,020	295%
Sewer Privilege Fees & Interest	1,152,571	1,821,485	(668,914)	(37%)	472,500	244%
Sewer Capacity fee	1,605,990	519,860	1,086,130	209%	250,000	642%
Septic Disposal Fees	227,352	246,937	(19,585)	(8%)	160,500	142%
Sewer Liens Collected	10,676	8,805	1,871	21%	13,500	79%
Penalties Collected	403	379	24	6%	1,300	31%
Interest on Investments	-	-	-	na	-	0%
Debt Premium	-	-	-	na	-	0%
Other	19,012	10,961	8,051	73%	-	0%
Total Revenue*	\$ 11,559,415	\$ 10,791,873	\$ 767,543	7%	\$ 9,020,408	128%

OTHER FIN. SOURCES (USES)	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	% of Budget Used
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$ -	0%
General Fund Free Cash Subsidy	-	-	-	na	-	0%
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	717,552	0%
Transfer to Capital Project Fund	-	-	-	na	-	0%
FY2021 Encumbrance Carryforward	2,133	8,136	(6,003)	(74%)	8,322	26%
Total Other Financing Source	\$ 2,133	\$ 8,136	\$ (6,003)	(74%)	\$ 725,874	0%

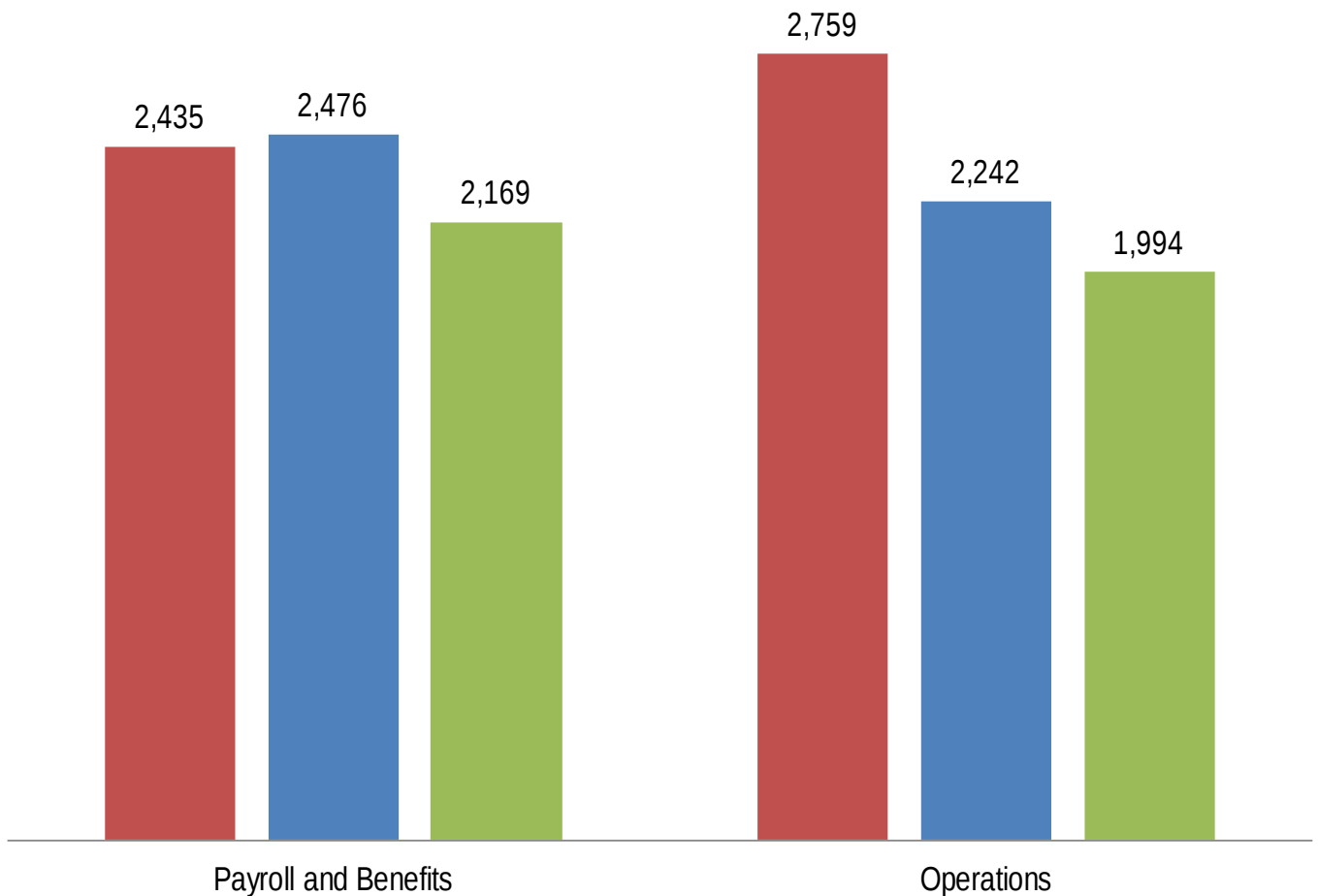
TOTAL REVENUE AND OTHER FIN. SOURCES/USES	\$11,561,548	\$10,800,009	\$ 761,539	7%	\$ 9,746,282	119%
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Sewer Expenses

Where does the money go?

Top Expenditure Categories YR (in thousands)

■ FY22 Budget ■ FY22 Actuals YTD ■ FY21 Actuals YTD





Sewer Expenses

Sewer Enterprise Fund Expenses for Quarter Ended Jun 30, 2022

	Quarter Ended Jun 30		QTR/QTR		FY2022 Budget
OPERATING EXPENSES WITHOUT DEBT	FY2022	FY2021	\$ Change	% Change	Quarter
Payroll - Salary	\$ 468,142	\$ 405,064	63,078	16%	\$ 404,664
Medicare P/R Tax Expense	6,564	5,667	897	16%	5,413
Medical Insurance	107,246	96,328	10,917	11%	106,203
Barnstable County Retirement	-	-	-	na	92,571
Utilities	296,055	204,094	91,961	45%	170,075
Repairs & Maintenance	115,724	63,270	52,454	83%	90,750
Professional Services	93,598	86,621	6,977	8%	101,461
Sludge Disposal	64,004	40,859	23,145	57%	67,575
Sewer Supplies & Chemicals	97,045	59,441	37,604	63%	64,999
General Insurance	118,647	117,387	1,260	1%	47,150
Other Supplies	18,145	31,098	(12,953)	(42%)	38,625
Other - Miscellaneous	64,322	55,798	8,524	15%	109,033
Indirect Costs	20,500	20,500	0	0%	-
Total Expenditures - Excluding Debt Service	\$ 1,469,991	\$ 1,186,127	\$ 283,864	24%	\$ 1,298,519

DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Quarter
Principal	\$ -	\$ -	-	na	\$ 872,661
Interest	13,643	40,908	(27,265)	(67%)	242,912
Issuance Costs	5,800	-	5,800	na	6,653
BAN Costs, Principal, Interest	-	-	-	na	-
MWPAT Admin Fee	-	7,600	(7,600)	(100%)	15,826
Total Debt Service	\$ 19,443	\$ 48,508	\$ (29,065)	(60%)	\$ 1,138,052

TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 1,489,433	\$ 1,234,634	\$ 254,799	21%	\$ 2,436,570
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Sewer Expenses

Sewer Enterprise Fund Expenses for Twelve Months Ended Jun 30, 2022

	Twelve Months Ended		YR/YR		FY2022 Budget		% of
OPERATING EXPENSES WITHOUT DEBT	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		Budget Used
Payroll - Salary	\$1,700,801	1,496,057	\$204,744	14%	\$ 1,618,655		105%
Medicare P/R Tax Expense	23,879	20,946	2,933	14%	21,652		110%
Medical Insurance	387,766	350,635	37,132	11%	424,813		91%
Barnstable County Retirement	363,836	301,753	62,083	21%	370,284		98%
Utilities	695,780	612,474	83,306	14%	680,300		102%
Repairs & Maintenance	345,335	230,225	115,110	50%	363,000		95%
Professional Services	272,988	311,445	(38,456)	(12%)	405,845		67%
Sludge Disposal	254,204	245,152	9,052	4%	270,300		94%
Sewer Supplies & Chemicals	260,798	200,354	60,443	30%	259,997		100%
General Insurance	118,647	117,387	1,260	1%	188,598		63%
Other Supplies	137,455	89,537	47,919	54%	154,500		89%
Other - Miscellaneous	156,982	187,129	(30,147)	(16%)	436,130		36%
Indirect Costs	82,000	82,000	-	0%	-		na
Total Expenditures - Excluding Debt Service	\$4,800,471	\$4,245,094	\$555,378	13%	\$ 5,194,074		92%
DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		% of Budget Used
Principal	\$3,523,467	\$3,362,764	\$160,703	5%	\$ 3,490,643		101%
Interest	1,022,330	1,067,061	(44,731)	(4%)	971,648		105%
Issuance Costs	5,800	-	5,800	na	26,613		22%
BAN Costs, Principal, Interest	-	-	-	na	-		na
MWPAT Admin Fee	62,693	70,871	(8,178)	(12%)	63,304		99%
Total Debt Service	\$4,614,290	\$4,500,696	\$113,593	3%	\$ 4,552,208		101%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$9,414,761	\$8,745,790	\$668,971	8%	\$ 9,746,282		97%

Sea Street Pump Station Force Main No. 3 Construction

Nantucket, MA

August 17, 2022

Geotechnical Instrumentation and Monitoring

DAVID GRAY
SEWER DEPARTMENT DIRECTOR



ZIAD F. KARY, P.E.
SENIOR PRINCIPAL

ENVIRONMENTAL
 PARTNERS

FRANK AYOTTE, P.E.
VICE PRESIDENT

Hazen

Agenda

- Project Update
 - Work Completed to Date
- Downtown Work
 - Fall 2022 Construction Schedule
- Geotechnical Instrumentation and Monitoring Overview
 - Monitoring Systems
 - Crack Gauges
 - Structural Monitoring Points



Project Update



Work Completed to Date

South Shore Road:

- Installed 2,800 linear feet of 24-inch PVC Force Main
- Temporary pavement (curb to curb) and Summer Moratorium
- Will resume work after September 12



Downtown Work



Fall 2022 Construction Schedule

Mobilization Date: September 12, 2022

- RBO Crew #1: South Shore Road
 - o Gravity Sewer (Weston & Sampson)
 - o Sewer Force Main (Environmental Partners & Hazen & Sawyer)
 - o Water Main (By Town)
 - o Stormwater (Environmental Partners & Hazen & Sawyer)
- RBO Crew #2: Lily Street, Centre Street, Step Lane, and Sea Street
 - o Gravity Sewer
 - o Sewer Force Main
 - o Water Main Bypass
 - o Water Main
 - o Limited Stormwater
- Winter and Spring 2023 Construction will be similar to Fall construction



Geotechnical Instrumentation and Monitoring Systems Overview



Monitoring Systems

- Types of Monitoring Devices:

- o Pre-construction Survey (Photographs and Videos) to document existing conditions prior to excavation
- o Post-construction Survey (Photographs and Videos) taken post construction of certain features of buildings including:
 - o Decks
 - o Stairs
 - o Foundations
 - o Landscape
 - o Other Notable Features
- o Structural Monitoring Points
- o Crack Monitoring Gauges for Horizontal or Vertical Crack Movement

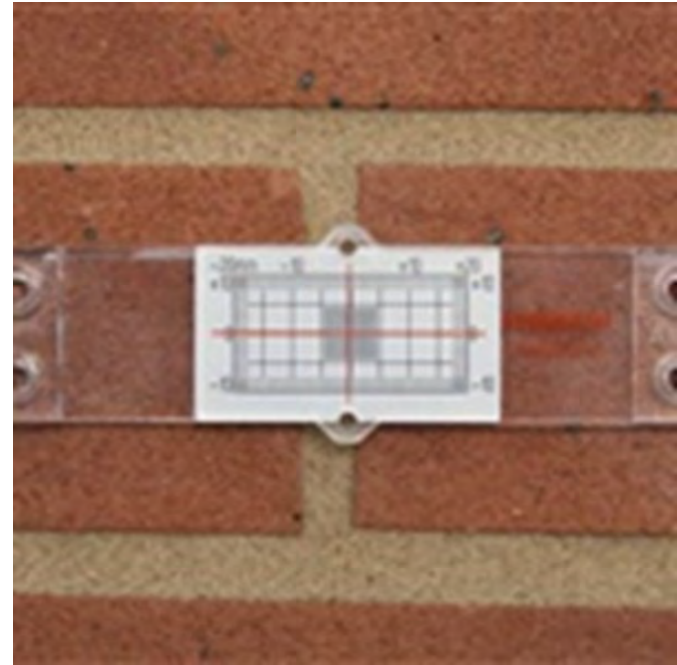
Project Specifications call for 100 Gauges
(Between Sea Street and Atlantic Avenue)



Crack Monitoring Gauges:



Concrete Crack Monitoring Gauge

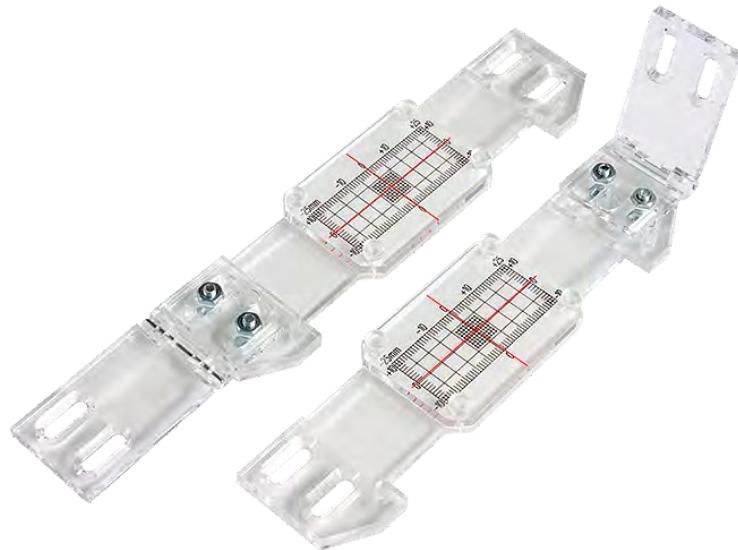


Brick Crack Monitoring Gauge

Crack Monitoring Gauges:

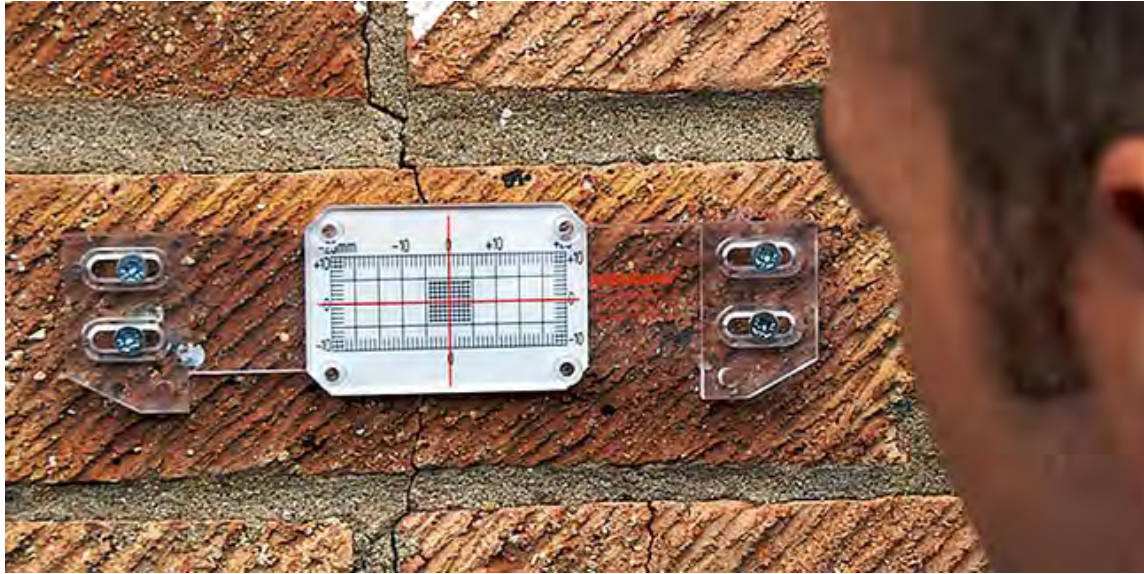


Crack Monitor



Concrete Crack Gauge for Corners

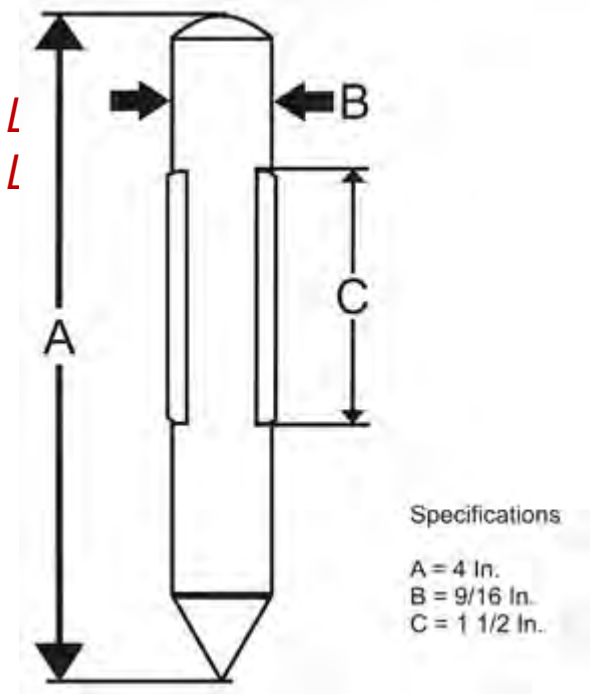
Crack Monitoring Gauges In Use:



Structural Monitoring Points:

- PK (Parker-Kalon) Survey Nails Installed At:
 - o Staircases adjacent to excavations
 - o Foundation walls
 - o Thresholds
 - o Other sensitive features
- Process of Structural Monitoring
 1. Install Structural monitoring points
 2. Measure monitoring points prior to construction for a baseline
 3. Establish limiting threshold for movements (horizontal displacement or vertical movement)
 4. Measure monitoring points on a regular basis during excavation and backfill
 5. Stop work if limiting thresholds are exceeded

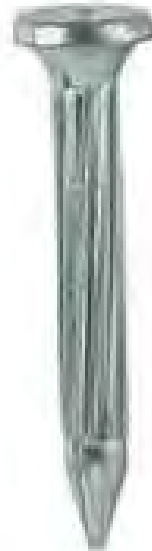
Structural Monitoring Points:



Leveling Wall Marker



PK Nail



Survey Nails- Magnails



Legend

- SMP
- Crack Gauge

Geotechnical Monitoring Points
Sea Street Pump Station Force Main No. 3
Town of Nantucket, MA

GEOTECHNICAL MONITORING POINTS LOCATIONS

2 Brooks Court	41 Liberty Street	31 Lily Street	27 Pine Street
47 Centre Street	1 Lily Street	32 Lily Street	30 Pine Street
47 Centre Street	2 Lily Street	35 Lily Street	32 Pine Street
49 Centre Street	2 Lily Street	40 Lily Street	33 Pine Street
49 Centre Street	5 Lily Street	83 Main Street	34 Pine Street
64 Centre Street	6 Lily Street	84 Main Street	35 Pine Street
66 Centre Street	7 Lily Street	84 Main Street	37 Pine Street
68 Centre Street	8 Lily Street	85 Main Street	41 Pine Street
70 Centre Street	9 Lily Street	86 Main Street	43 Pine Street
72 Centre Street	11 Lily Street	13 North Water Street	49 Pine Street
76 Centre Street	12 Lily Street	4 Pine Street	25A Pine Street
78 Centre Street	13 Lily Street	5 Pine Street	25B Pine Street
74/76 Centre Street	14 Lily Street	6 Pine Street	25C Pine Street
14 Darling Street	15 Lily Street	8 Pine Street	38 Pleasant Street
1 High Street	16 Lily Street	9 Pine Street	7 Sea Street
31 Hussey Street	17 Lily Street	10 Pine Street	7 Sea Street
9 Judith Chase Lane	18 Lily Street	11 Pine Street	5 Step Lane
20 Liberty Street	19 Lily Street	12 Pine Street	6 Step Lane
22 Liberty Street	20 Lily Street	15 Pine Street	5 Summer Street
25 Liberty Street	21 Lily Street	16 Pine Street	4 Winter Street
26 Liberty Street	22 Lily Street	17 Pine Street	4 Winter Street
28 Liberty Street	23 Lily Street	18 Pine Street	6 Winter Street
31 Liberty Street	25 Lily Street	19 Pine Street	7 Winter Street
37 Liberty Street	27 Lily Street	21 Pine Street	8 Winter Street
39 Liberty Street	28 Lily Street	26 Pine Street	
40 Liberty Street	29 Lily Street	27 Pine Street	



Conclusion:

- Monitoring will require permission to access private properties and install instrumentation.
- Notifications will be sent by mail to subject properties.
- Property Access will be performed by the Contractor with support from personnel from the Sewer Department



THANK YOU



ENVIRONMENTAL
 PARTNERS

Hazen

SB/CC Work Group/Committee Reps for 2022-2023*
Approved by SB 5/18/2022; Approved by CC 5/25/2022

	<u>BOS/CC Reps</u>				
	<u>Bridges</u>	<u>Holdgate</u>	<u>Fee</u>	<u>Mohr</u>	<u>Murphy</u>
<u>Groups</u>					
Ad Hoc Budget Work Group (Chair and Vice Chair)	X	X			
AHT - Advisory Committee for Neighborhood First			X		
Audit Committee (Chair + 1)	X				X
Board of Health (1 rep)					X
Bureau of Ocean Energy Management (BOEM) MA Energy Task Force (2 reps)			X		X
Cannabis Advisory Committee (1 rep)					X
Capital Program Committee (1 rep)	X				
Coastal Resiliency Advisory Committee (1 rep)			X		
Community Preservation Committee (1 rep)		X			
Genetic Mice Project Steering Committee (1 rep)				X	
Nantucket Affordable Housing Trust (1 rep)				X	
Parking Benefit District Commission (1 rep) (not active)				X	
PEG - NCTV 18 Board (1 rep)				X	
Polpis Harbor Municipal Property Advisory Committee (1 rep)			X		
Our Island Home Building Committee (2 reps) (will be reconstituted)		X			X
Senior Center Committee		X			
<u>CC</u>					
NP&EDC (1 rep)		X			
Harbor Place (MF, DHH)					
Landfill (JB)					

*as formally appointed by the Board

As of 5/20/2022