

Town and County of Nantucket Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Dawn E. Hill Holdgate
Malcolm W. MacNab
Brooke Mohr



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 22, 2023 - 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/xStaQQnoKeY>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_u93LNafWRpm3UgY1x081Sw

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. No Select Board Meeting on Wednesday, March 1, 2023 (School Vacation Week); Next Meeting to be Held on Wednesday, March 8, 2023.
 3. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
 1. Follow-up on Public Comment from February 15, 2023 Board Meeting Regarding Short-Term Rental Certificate of Registration.
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****
- VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***
 1. Approval of Minutes of February 15, 2023 at 5:30 PM.
 2. Approval of Payroll Warrants for February 19, 2023

3. Approval of Treasury Warrants for February 22, 2023.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Resignation Acceptance: Zoning Board of Appeals Alternate.

IX. REAL ESTATE ITEMS

1. Request for Approval and Execution of Acceptance of Declaration of Easements from Nantucket Conservation Foundation. Inc. over 112 Orange Street, Pursuant to Authority of Section 3.3 of Chapter 289 of the Acts of 1996.
2. Request for Approval and Execution of Quitclaim Deed for Town-owned Parcel Known as Hinsdale Road, Parcel 31 as Shown on Plan of Land Entitled "Transfer of Property to the Nantucket Island Land Bank," dated July 31, 2014, prepared by ACKME Survey LLC and recorded in Nantucket Registry of Deeds as Plan 2014-77, Pursuant to Vote on Article 81 of 2013 Annual Town Meeting.
3. Request for Approval and Execution of Quitclaim Deed for Town-owned Parcels Known as Parcels P-1, P-2, P-3, P-4 and P-5. Magnolia Avenue and Easements E-1 and E-2 on Magnolia Avenue as Shown on Plan of Land Entitled "Taking and Easement Disposition Plan, Magnolia Ave./East of Ocean Ave., Siasconset, Nantucket, Mass., Prepared for: Town of Nantucket," Dated October 26, 2022, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2022-51, Pursuant to Votes on Articles 72 and 78 of 2018 Annual Town Meeting and Chapter 190 of the Acts of 2018.
4. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 5, Proprietors Road as Shown on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust," Dated October 14, 2014, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2014-100, Pursuant to Vote on Article 99 of 2014 Annual Town Meeting.

X. PUBLIC HEARINGS

1. Public Hearing to Consider Application for New Common Victualler with Seasonal All-Alcoholic Beverages Restaurant License for One Broad St. LLC d/b/a Surfside, Jared E. Smith, Manager, for Premises Located at 2 Broad Street.
2. Public Hearing to Consider Application for New Non-Live Entertainment License for One Broad St. LLC d/b/a Surfside, Jared E. Smith, Manager, for Premises Located at 2 Broad Street.

XI. TOWN MANAGER'S REPORT

1. FY 2023 Second Quarter Budget Reports: Sewer Enterprise Fund, Water Enterprise Fund, Airport Enterprise Fund.
2. Monthly Town Management Report.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XIII. HDC APPEAL

1. Public Hearing to Consider the Appeal of Charles R. Schwarzapfel of Historic District Commission Disapproval of Certificate of Appropriateness No. HDC2020-10-2033 for a Pool, Patio, Screening and Fence Located at 9 Maine Avenue, Map 60.3.1, Parcel 425 (Continued from April 6, 2022, June 8, 2022, September 7, 2022; December 7, 2022).

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

GEOFFREY W. THAYER

216 SPRING ST.

MARSHFIELD MA 02050

Ms Susan McCarthy Chair

Ms Leslie Snell

Town of Nantucket

Zoning Board of Appeals

2/8/22

Dear Susan & Leslie,

It is with sadness and regret that I must inform you of my resignation as an alternant member of the Town of Nantucket Zoning Board of Appeals.

This resignation is effective today, February 8, 2022 at 5:00 PM

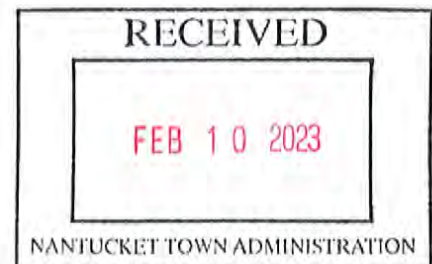
I am no longer spending much time on Nantucket and am in the process of changing my residence to Marshfield.

It has been a pleasure and an honor to have served with you both and the other members of the board and all of the PLUS staff. Please pass along my appreciation.

Sincerely



Geoff Thayer



Zoning Board of Appeals

5-yr appt	Susan McCarthy	Chair	2027
5-yr appt	Lisa Botticelli	Vice Chair	2023
5-yr appt	John B. Brescher		2024
5-yr appt	Michael O'Mara		2025
5-yr appt	Elisa H. Allen		2026
3-yr appt	Mark W. Poor	Alternate	2023
3-yr appt	Geoffrey Thayer	Alternate	2024
3-yr appt	Jim Mondani	Alternate	2025



Agenda Item Summary

Agenda Item #	IX. 1.
Date	2/22/2023

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for approval and execution of Acceptance of Easements recited in the Declaration of Easements granted by Nantucket Conservation Foundation, Inc. to the Town over 112 Orange Street. The easements granted will allow the Town to use any portion of the property for purposes of drainage and flood control. The easements granted on 112 Orange Street enable the Town to control the drainage and flood control in the Consue Springs area. The Town is accepting the easements pursuant to Section 3.3 of Chapter 289 of the Acts of 1996.

Executive Summary

This grant of easements from the Nantucket Conservation Foundation enables the Town to complete the drainage and flood control project in the area of Consue Springs. The Town may use any portion of the property at 112 Orange Street to construct, repair, maintain and replace any drainage pipes, culvers and other drainage facilities and structures and permit the Town to control the water level in the pond, and to manage the vegetation, pumping and dredging of the pond, and to allow for pedestrian and vehicular access on the property. The property at 112 Orange Street will be conveyed from the Nantucket Conservation Foundation to the Nantucket Islands Land Bank subject to these easements. As part of this transaction, the Town will deed a parcel of land on Hinsdale Road to the Land Bank for open space and recreational purposes.

Staff Recommendation

Recommend approval and execution of the Acceptance of Easement by the Select Board. Town Counsel has prepared and reviewed the documents.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

To enable the Town to manage the drainage and flood control in the area of Consue Springs and Orange Street which was authorized by conveyances to the Land Bank by the 2014 Annual Town Meeting.

Board/Commission Recommendation

N/A

Public Outreach



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

Consistent with providing solutions to the drainage and flood control in the area of Consue Springs.

Attachments

Declaration of Easement, Acceptance of Easement



Property address: 112 Orange Street, Nantucket, MA 02554
Grantee's address: 16 Broad Street, Nantucket, MA 02554

DECLARATION OF EASEMENTS

This DECLARATION OF EASEMENTS is granted this ____ day of _____, 2023, by **NANTUCKET CONSERVATION FOUNDATION, INC.**, a Massachusetts non-profit corporation having principal offices at 118 Cliff Road, Nantucket, Massachusetts 02554 (the "Grantor"), for consideration paid of One Dollar (\$1.00) paid to the **TOWN OF NANTUCKET**, acting by and through its Select Board, a body politic and corporate having its place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts (the "Grantee").

RECITALS

WHEREAS, Grantor is the current owner of real property commonly known as 112 Orange Street, Nantucket, Massachusetts, which consists of approximately 4,750 square feet and is more particularly described in the deed to Grantor recorded in Nantucket Registry of Deeds Book 149 Page 38 (the "Property"); and

WHEREAS, the Property abuts an area of marsh and wetlands which has previously experienced drainage and storm surge issues; and

WHEREAS, the Grantor and Grantee have agreed to create certain easements in favor of Grantee before Grantor conveys the Property to Nantucket Islands Land Bank (the "Land Bank").

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee the following easements:
 - a. Grantee may use any portion of the Premises for purposes of drainage and flood control. Grantee may take such measures over any portion of the Premises as it deems necessary in its sole discretion to provide drainage and prevent storm water flooding, including (i) to construct, install, maintain, operate, inspect, repair and replace drainage pipes, culverts, and other

drainage facilities or structures, (ii) to control the water level in the pond shown on the plan recorded in Nantucket Registry of Deeds Plan File 14-D(1), (iii) to undertake such activities, including but not limited to management of vegetation, pumping and dredging of the pond and drainage facilities, and (iv) to allow pedestrian and vehicular access over the Premises for said purposes (the "Drainage Easement").

- b. All activities pursuant to the Drainage Easement shall be at Grantee's sole expense. Whenever any construction, installation, maintenance or replacement work is to be performed by the Grantee on the Premises for purposes of the Drainage Easement, such work shall not be undertaken until the Grantee has (i) notified the current owner of the Property in writing of Grantee's plans and has reached a mutually acceptable design, and (ii) procured all necessary approvals and permits.
- c. Grantee shall perform all such work in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, rules and regulations.
- d. To the extent that the exercise of the Grantee's rights pursuant to the Drainage Easement disturbs the land, then the Grantee shall, at its sole cost and expense, promptly restore said land or area to the condition said land was in immediately prior thereto and plant replacement vegetation so far as is reasonably practicable.

2. The parties agree that the rights and obligations hereby granted shall be permanent. The rights and obligations shall run with the title to the Property.

3. The Grantee will indemnify and hold harmless the Grantor, or its successors in title, from and against any loss, damage or expense incurred by the Grantor or its successors in title, arising from the gross negligence of any employee or contractor of the Grantee in using or maintaining the easements hereby granted.

4. In the event it shall be necessary for either party to bring suit to enforce this Declaration of Easement or for damages on account of any breach of this Declaration of Easement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party shall be entitled to recover from the other, in addition to its damages, all legal costs and reasonable attorney's fees as fixed by a court of competent jurisdiction in a final non-appealable order.

5. This Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the Commonwealth of Massachusetts.

6. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Easement, or any breach hereof, shall be Nantucket County, Massachusetts.

7. This Easement shall be specifically enforceable because monetary damages would be insufficient to redress the denial of such easement.

8. This Easement may be modified and/or amended only upon mutual written consent of both parties, which modification shall take effect upon recording in the Nantucket Registry of Deeds.

The Town of Nantucket's Acceptance of Easement is attached hereto and incorporated herein.

EXECUTED as a sealed instrument effective on the date first above named.

GRANTOR
NANTUCKET CONSERVATION, INC.

By _____
Cormac Collier, President

By _____
Charles K. Gifford, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

On this _____ day of _____ 2023, before me, the undersigned notary public, personally appeared **Cormac Collier, President** proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of **Nantucket Conservation Foundation, Inc.**

Notary Public
Print Name:
My commission expires:

[Seal]

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

On this _____ day of _____ 2023, before me, the undersigned notary public, personally appeared **Charles K. Gifford, Jr., Treasurer**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of **Nantucket Conservation Foundation, Inc.**

Notary Public

Print Name:

My commission expires:

[Seal]

ACCEPTANCE OF EASEMENT

The undersigned, constituting a majority of the Town of Nantucket Select Board, hereby acknowledge that at a meeting of the Select Board held on February 22, 2023 the foregoing Declaration of Easements from the Nantucket Conservation Foundation, Inc., was accepted pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996.

Executed under seal this ____ day of _____, 2023.

TOWN OF NANTUCKET
By its Select Board

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

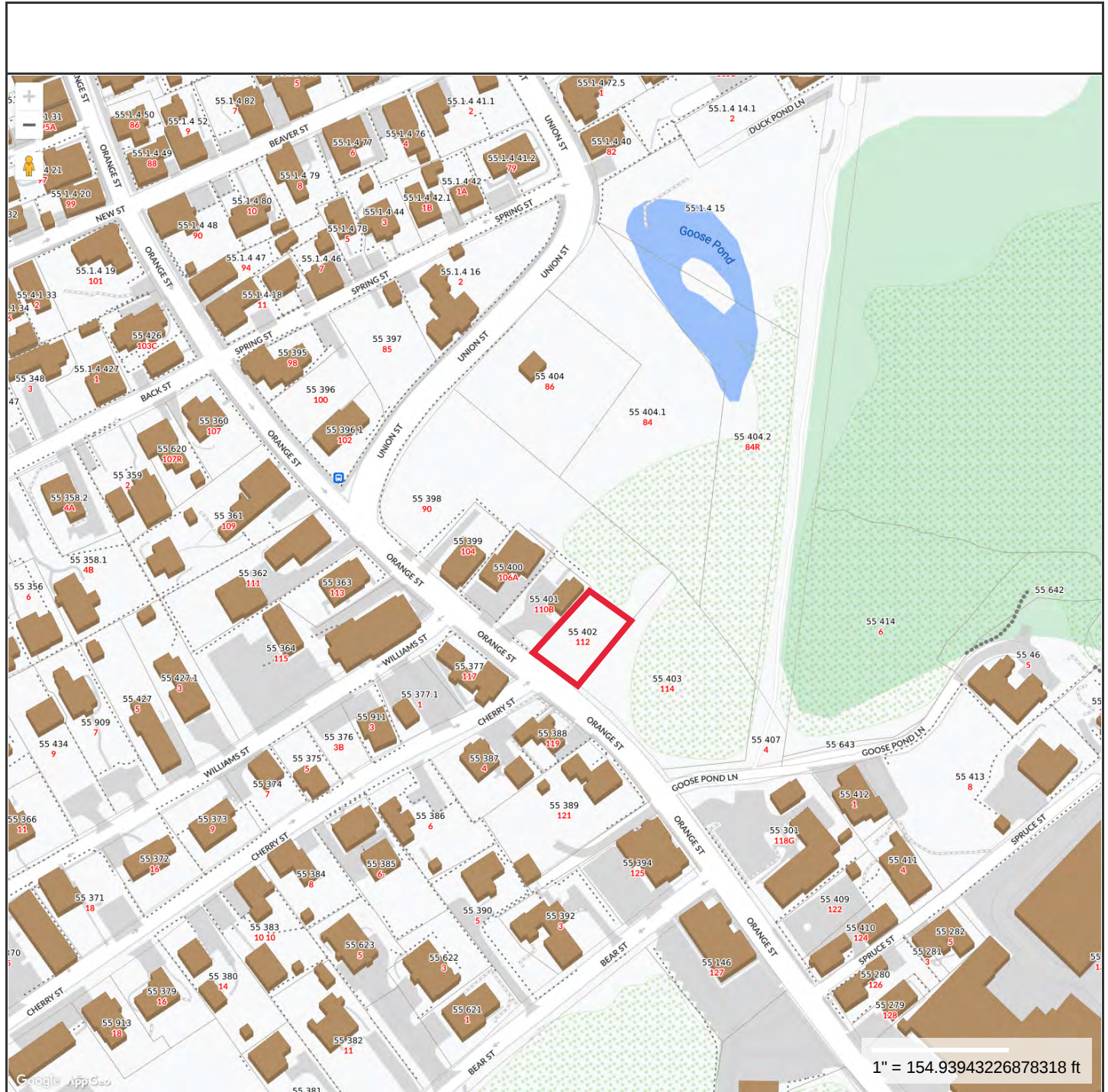
Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Brooke Mohr and Malcolm W. MacNab as Members of the Select Board of the Town of Nantucket who proved to me by satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public

My Commission Expires:

851140NANT- 19713/0001



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

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

Geometry updated 11/14/2022
Data updated Jan. 2021

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



Agenda Item Summary

Agenda Item #	IX. 2.
Date	2/22/2023

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for approval and execution of Deed to the Nantucket Islands Land Bank for the conveyance of the fee title in a certain parcel of land on Hinsdale Road shown as Parcel 31 containing 39,869± square feet on a plan of land entitled "Transfer of Property to the Nantucket Island Land Bank," dated July 31, 2014, prepared by ACKME Survey LLC, recorded with Nantucket County Registry of Deeds as Plan No. 2014-77, for open space and recreational purposes. The Select Board is authorized to convey this parcel of land to the Land Bank by Vote of Article 81 of the 2013 Annual Town Meeting.

Executive Summary

This conveyance of the Hinsdale Road Parcel is subject to the Town's reserved easements for the development of walking trails, bicycle paths for use by the general public, and for the installation of underground utilities and drainage at the Town's discretion. This conveyance to the Land Bank is in conjunction with the conveyance of the easements over 112 Orange Street, which will be owned by the Land Bank, and will enable the drainage and flood control in the Consue Springs project to proceed as planned.

Staff Recommendation

Recommend the approval and execution of the Deed. Town Counsel has prepared and reviewed the Deed.

Background/Discussion

The conveyance of the Hinsdale Road parcel was approved at the 2013 Annual Town Meeting.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

To complete the acquisitions and dispositions of land at the prior Annual Town Meetings to improve the drainage and flood control issues at Consue Springs.

Board/Commission Recommendation

N/A

Public Outreach

Warrant for 2013 ATM



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

Consistent with providing solutions to the drainage and flood control area at Consue Springs.

Attachments

Deed, Plan No. 2014-77



QUITCLAIM DEED

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) hereby grants with QUITCLAIM COVENANTS to the **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended (the “Land Bank Act”), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”) for the purposes stated below a certain parcel of land being an unconstructed portion of Hinsdale Road in Nantucket, Massachusetts (the “Premises”) being more particularly described as follows:

A certain parcel of land shown as “Hinsdale Road, Parcel 31, 39,869 q.ft.” (sic) on a plan of land entitled “Transfer of Property to the Nantucket Island Land Bank,” dated July 31, 2014, prepared by ACKME Survey LLC and recorded in Nantucket Registry of Deeds as Plan 2014-77. Reference is made to said plan for more particular description.

This parcel may be used for open space purposes and recreational purposes. Grantee agrees to accept the Premises in its “as is” condition, which may include encroachments thereon.

Grantor reserves an easement on the conveyed Premises for the development of walking trails and bicycle paths over a portion of the Premises for use by the general public, and for the installation of underground utilities and drainage at the Grantor’s discretion. Grantor shall not undertake any construction until it has (i) notified Grantee of its plans and Grantee has approved of a mutually acceptable design, the approval of which shall not be unreasonably withheld, and (ii) obtained all necessary permits and approvals. All work by Grantor shall be performed in a safe, diligent and workmanlike manner and in compliance with all laws, rules and regulations. In the event of any damage to the land, Grantor shall restore the land to its condition immediately preceding the work as is reasonably practicable.

For Grantor's title see the Order of Taking recorded with said Deeds in Book 1437, Page 280 and the Amended Order of Taking recorded with said Deeds in Book, 1444, Page 53. For Grantor's authority for the conveyance of said parcel of land see Article 81 adopted at the 2013 Annual Town Meeting, a certified copy of which is attached).

[Signatures are on the following page.]

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

Executed under seal this ____ day of _____, 2023.

TOWN OF NANTUCKET
SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared, Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Brooke Mohr and Malcolm W. MacNab, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the ____ day of _____, 2023, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket.

NANTUCKET ISLANDS LAND BANK
By its Commission

Neil Paterson

Allen B. Reinhard

Kristina Jelleme

John J. Stackpole

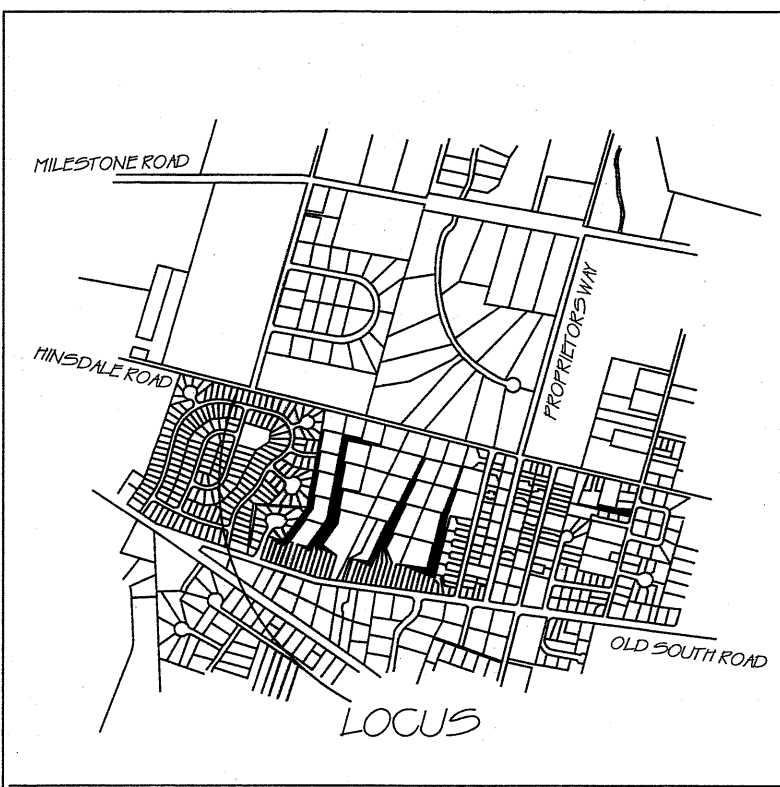
Mark Donato

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily in their capacity as Commissioners of the Nantucket Islands Land Bank for its stated purpose.

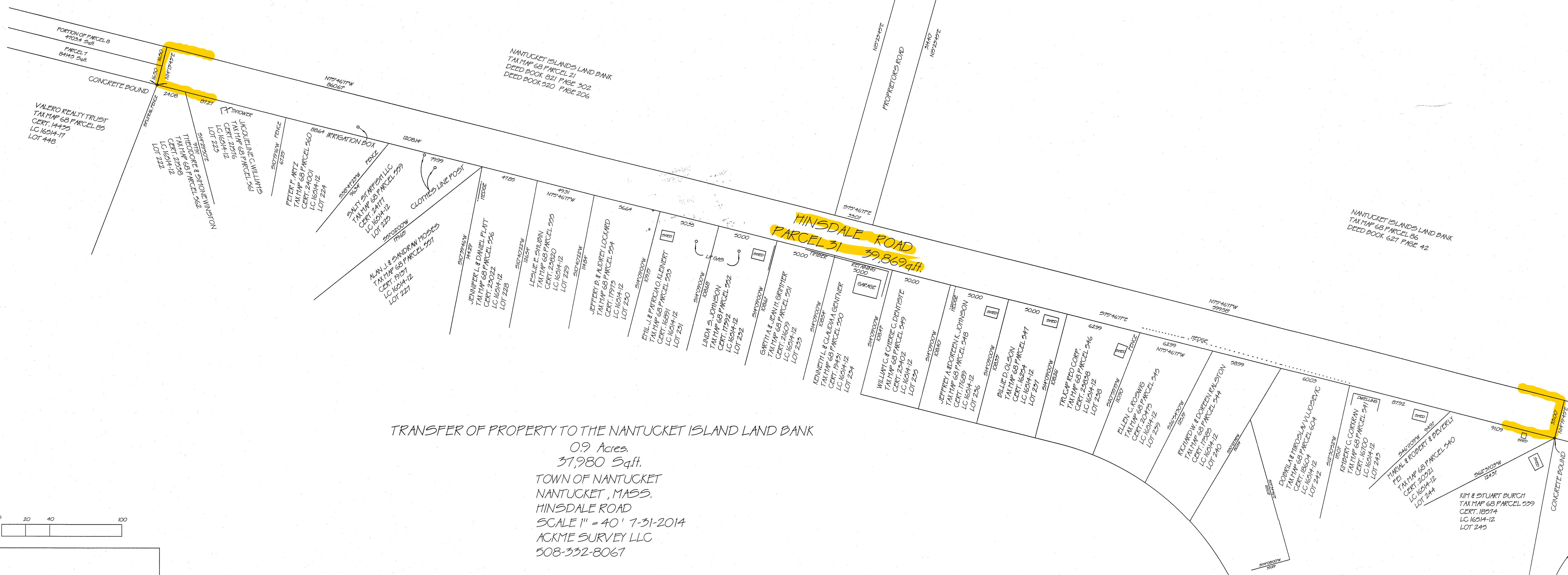
Notary Public
My Commission Expires:



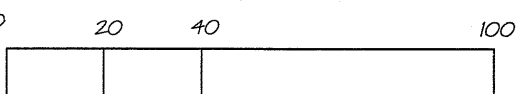
NORTH
SWETLAND ZONE

THE PLANNING BOARD DETERMINES THAT PARCEL "11" - "30" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO THE PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

ZONE: R-5
MIN LOT: 5,000 sq ft
FRONTAGE: 50 ft
G/C: 40%
FRONT YARD: 10 ft
SIDE/REAR: 10 ft ONE SIDE 5 ft AFTER

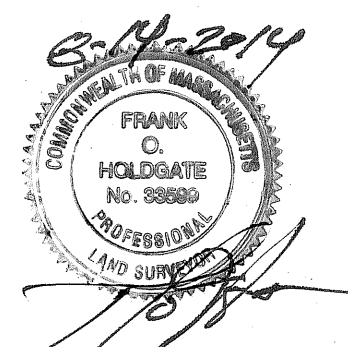


TRANSFER OF PROPERTY TO THE NANTUCKET ISLAND LAND BANK
0.9 Acres,
37,980 Sqft.
TOWN OF NANTUCKET
NANTUCKET, MASS.
HINSDALE ROAD
SCALE 1" = 40' 7-31-2014
ACKME SURVEY LLC
508-332-8067



NANTUCKET REGISTRY
OF DEEDS
9/11/2014
10:50 AM
2014-77
Buck 1 of 1

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



o - DENOTES A CONCRETE BOUND FOUND

ORDER OF TAKING DEED BOOK 1444 PAGE 53
TAKING PLAN: 2014-44

REFERENCE PLAN CGO # 355

AMENDMENT TO PLAN FILED IN THE NANTUCKET REGISTRY OF DEEDS.
PLAN FILE 2013-59 FILED 10-24-13
APPROVED BY THE NANTUCKET PLANNING BOARD 10-17-2013
FILE # 7601

REVISED: 8-14-2014 PARCEL 31

TOWN OF NANTUCKET
BOARD OF SELECTMEN

DATE 9/10/2014
[Signature]
[Signature]
[Signature]

APPROVED BY THE
NANTUCKET PLANNING BOARD

DATE 8-11-14
[Signature]
[Signature]
[Signature]

TIMOTHY E. DUGAN
DANN B. D'ARBY
TAX MAP 68 PARCEL 404
CERT. 19233
LC 16514-23
LOT 304



Agenda Item Summary

Agenda Item #	IX. 3.
Date	2/22/2023

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for approval and execution of Deed to the Nantucket Islands Land Bank for the conveyance of the fee title in five (5) certain parcels of vacant land on Magnolia Avenue located from Ocean Avenue to the Atlantic Ocean in Nantucket, Massachusetts and shown as Parcels, P-1, P-2, P-3, P-4 and P-5 containing a total of approximately 11,670 square feet on a plan entitled "Taking and Easement Disposition Plan, Magnolia Ave./East of Ocean Ave., Siasconset, Nantucket Mass, Prepared for: Town of Nantucket," dated October 26, 2022, prepared by Blackwell & Associates, Inc. and recorded with the Nantucket County Registry of Deeds as Plan No. 2022-51, for coastal access and open space purposes, pursuant to Votes of Article 72 and 78 of the 2018 Annual Town Meeting and Chapter 190 of the Acts of 2018. The Parcels are conveyed together with the two easement areas on Magnolia Avenue shown on said Plan as E-1, containing 502 +/- square feet and E-2 containing 543 +/- square feet.

Executive Summary

The conveyance of the Parcels and the easement areas to the Nantucket Island Land Bank enables them to construct, maintain and repair the stairs and provide public access to the beach, as authorized by the Town Meeting Votes of the 2018 Annual Town Meeting and the special legislation enacted as Chapter 190 of the Acts of 2018. The purchase price is for nominal consideration of \$1.00 as the Land Bank will be undertaking the stair project and the management of the property to provide beach access to the public.

Staff Recommendation

Recommend the approval and execution of the Deed. Town Counsel has prepared the Deed and approved of its final version.

Background/Discussion

The conveyance of the property has been approved at Town Meeting and provides for public access to this part of the shoreline.

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

To complete the disposition of land which will create additional public access to the shore.

Board/Commission Recommendation

N/A



Public Outreach

Approved at Town Meeting

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

Consistent with providing public access to the shore

Attachments

Quitclaim Deed, Plan No. 2022-51



QUITCLAIM DEED

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) hereby grants with QUITCLAIM COVENANTS to the **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended, acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”), full fee simple title of five (5) certain parcels of vacant land on Magnolia Avenue located from Ocean Avenue to the Atlantic Ocean, in Nantucket, Massachusetts, being more particularly described as follows.

Five certain parcels of land, together with all improvements thereon, if any, shown as:

1. Parcel P-1 containing 998 ± square feet,
2. Parcel P-2 containing 2,340 ± square feet,
3. Parcel P-3 containing 2,512 ± square feet,
4. Parcel P-4 containing 4,825 ± square feet, and
5. Parcel P-5 containing 995 ± square feet

(collectively, the “Parcels”) on a plan of land entitled “Taking and Easement Disposition Plan, Magnolia Ave./East of Ocean Ave., Siasconset, Nantucket, Mass., Prepared for: Town of Nantucket,” dated October 26, 2022, prepared by Blackwell & Associates, Inc. and recorded with the Nantucket County Registry of Deeds as Plan No. 2022-51 (the “Plan”), a reduced copy of which is attached hereto.

The Parcels are conveyed together with the two easement areas on Magnolia Avenue shown on said Plan as:

1. E-1 containing 502± square feet, and
2. E-2 containing 542 ± square feet.

The Parcels and the Easements together are referred to as the “Premises.” The Premises are conveyed for coastal access and open space purposes.

By accepting this deed, the Grantee agrees to use and maintain the Premises consistent with the purposes of the Land Bank Act and consistent with its usual management practices.

Grantor conveys the Parcels and Easements subject to the rights of the public to access the Premises from Ocean Avenue over Magnolia Avenue to the beach only by foot or non-motorized means of transportation except for the use of motorized wheelchairs or other mobility devices for the disabled, or vehicles used by the Grantee in its construction, maintenance and repair or replacement of the stairs or boardwalk to the beach and maintenance and management of the Premises.

For Grantor’s title see Order of Taking by Eminent Domain of Portions of Magnolia Avenue, dated December 21, 2022, recorded with Nantucket County Registry of Deeds in Book 1925, Page 307 and filed with Nantucket Registry District of the Land Court as Document No. 176100 noted on Certificates of Title Nos. 12345 and 19945.

For Grantor’s authority to make this conveyance, see Articles 72 and 78 of the Town of Nantucket 2018 Annual Town Meeting, certified copies of which are attached hereto and Chapter 190 of the Acts of 2018.

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

<Signature Page to Follow>

Executed under seal this ____ day of _____, 2023.

TOWN OF NANTUCKET
By its Select Board

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared, Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Brooke Mohr and Malcolm W. MacNab, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the ____ day of March, 2023, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket.

NANTUCKET ISLANDS LAND BANK
By its Commission

Neil Peterson

Allen B. Reinhard

Kristina Jelleme

John J. Stackpole

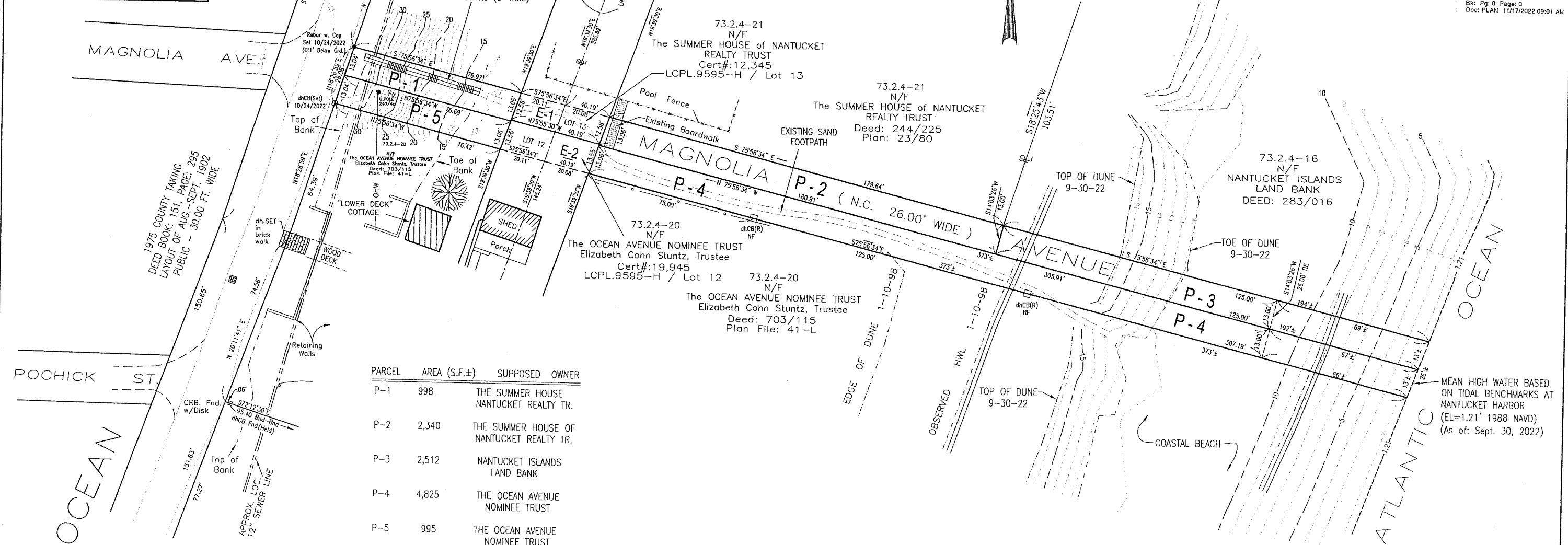
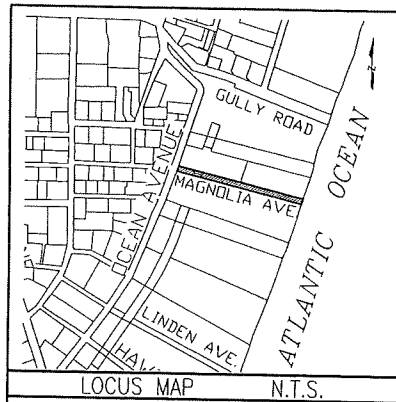
Mark Donato

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

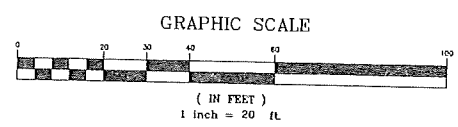
Notary Public
My Commission Expires:



NANTUCKET REGISTRY OF DEEDS
Date: November 17, 2022
Time: 9:01 am
Plan No.: 2022-51
Attest: Jennifer H. Jurevia
Register
SHEET 1 OF 1
RESERVED FOR REGISTRY USE

2022 00000051
Bk: Pg: 0 Page: 0
Doc: PLAN 11/17/2022 09:01 AM

PARCEL	AREA (S.F.±)	SUPPOSED OWNER
P-1	998	THE SUMMER HOUSE NANTUCKET REALTY TR.
P-2	2,340	THE SUMMER HOUSE OF NANTUCKET REALTY TR.
P-3	2,512	NANTUCKET ISLANDS LAND BANK
P-4	4,825	THE OCEAN AVENUE NOMINEE TRUST
P-5	995	THE OCEAN AVENUE NOMINEE TRUST
E-1	502	THE SUMMER HOUSE OF NANTUCKET REALTY TR.
E-2	542	THE OCEAN AVENUE NOMINEE TRUST



LOTS P-1, P-2, P-3, P-4, P-5 CONTAIN INADEQUATE LOT AREA, AS DEFINED IN THE NANTUCKET ZONING BY-LAW, TO COMPLY WITH MINIMUM AREA REQUIREMENTS APPLICABLE UNDER SUCH BY-LAW.

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.
ACQUISITIONS OF MAGNOLIA AVENUE PARCELS and Easements per: Articles 87 & 88 / ATM 2012



Nantucket Select Board Nantucket Planning Board
being a majority
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
Jason Bridges, Chair
Dawn E. H. H. Vice-Chair
M. Fee
Voll Fee
Brooke Mohr
Joseph Topham
PLSUB-2022-11-00520
FILE #
DATE SIGNED

\\LUCAS-#51
V:\DRAWFILES\B9065\MAGNOLIA.dwg 10/26/2022 1:52:52 PM EDT

NO.	DATE	DESCRIPTION	BY

REFERENCE IS MADE TO THE FOLLOWING PLANS:
MAGNOLIA AVE. AS SHOWN IN: BOOK OF PLANS No. 2, Page 42
As part of "Sunset Heights" Division of Lots, Dated: Sept. 12, 1885.
OCEAN AVENUE: 1975 County Taking; Deed Book: 151, Page 295
Layout of Aug.-Sept. / Public - 30.00 Feet Wide
Plan File: 41-L
Plan Book: 23, Page: 80
L.C.C. 9595-H / Lots 12 & 13

CURRENT ZONING CLASSIFICATION:
Limited Use General 3 (L.U.G.-3)
MINIMUM LOT SIZE: 120,000 S.F.
MINIMUM FRONTAGE: 200 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 20 FT.
GROUND COVER % : 3%

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
Leo C. Ambrosian 10/26/22
PROFESSIONAL LAND SURVEYOR DATE

BLACKWELL & ASSOCIATES, Inc.
PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
20 TEASDALE CIRCLE
NANTUCKET, MASSACHUSETTS 02554
(508) 228-9026
www.blackwellsurvey.com

TAKING & EASEMENT DISPOSITION PLAN
MAGNOLIA AVE. / EAST of OCEAN AVE.
Siasconset, Nantucket, Mass.
prepared for: Town of Nantucket
1"=20 FT.
Design/Drawn by: LCA
Approved by: LCA
OCTOBER 26, 2022
SHEET 1 OF 1 B-9065



Agenda Item Summary

Agenda Item #	IX. 4.
Date	2/22/2023

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request for Approval and Execution of the Purchase and Sale Agreement, Deed, and Settlement Statement for the conveyance of the fee title in a certain parcel land located off Pocomo Road in Nantucket, Massachusetts shown as Parcel 5, Proprietors Road, containing 5,295 ± square feet on a plan entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust," dated October 4, 2014, prepared by Blackwell & Associates, Inc., recorded with the Nantucket County Registry of Deeds as Plan 2014-100 pursuant to vote of Article 99 of the 2014 Annual Town Meeting, and subject to the restrictions of the Nantucket Yard Sale Program.

Executive Summary

This Parcel was originally acquired by the Town by Order of Taking by Eminent Domain of Portions of Proprietors Road pursuant to a vote of Article 98 by the 2014 Annual Town Meeting. This sale is subject to the terms of the Nantucket Yard Sale Program and is authorized pursuant to Article 99 of the 2014 Annual Town Meeting vote. The Parcel is being sold to the abutter of the land at 64 Pocomo Road. There are no resiliency issues. The purchase price of \$34,600 was reviewed with the Assessor and approved by REAC at its meeting on February 12.

Staff Recommendation

Recommend the approval and execution of the documents by the Select Board.. Town Counsel has prepared which have been approved by Buyer's counsel.

Background/Discussion

The documents for the conveyance of Parcel 5 are the forms used for the Nantucket Yard Sale Program. The conveyance is subject to the restriction that the Parcel must be used for residential purposes and the Parcel and the abutting property together as the combined premises may not be divided or subdivided or conveyed as a separate parcel without the Select Board's prior written consent.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the disposition of the Parcel by previously authorized transactions at ATM'S which will increase the tax base.

Board/Commission Recommendation

Recommended by REAC at its February 12th meeting.



Public Outreach

Approved at Town Meeting

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

Consistent with the intent of the Yard Sale Program

Attachments

Purchase & Sale Agreement, Quitclaim Deed, Plan No. 2014-100, Settlement Statement



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2023.

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 Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust under a Declaration of Trust dated March 3, 1999, filed with the Nantucket Registry District of the Land Court as Document No. 84125, having an address of 65 Woodcliff Road, Wellesley, Massachusetts 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 5, Proprietors Road, containing 5,295 ± square feet, on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust," dated October 14, 2014, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2014-100 (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 64 Pocomo Road, Nantucket, Massachusetts, shown on Assessor's Map 15 as Parcel 30, 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 Thirty-Four Thousand Six Hundred and 00/100 Dollars (\$34,600.00), 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.

\$	34,600.00	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 23rd day of February 2023, 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:

Christopher J. Kelly, Trustee
Sixty-Four Pocomo Road Realty Trust
65 Woodcliff Road
Wellesley, MA

With a copy to:

Daniel J. Bailey, III, Esq.
Pierce Atwood, LLP
100 Summer Street
22nd Floor
Boston, MA 02110
(617) 488-8165
Facsimile: (617) 824-2020
dbailey@pierceatwood.com

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
vmarsh@k-plaw.com

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 64 Pocomo Road, shown on Assessor's Map 15 as Parcel 30, previously acquired by Grantee by Deed noted on Certificate of Title No. 18822 filed with the Nantucket County Registry District of the Land Court as affected by Land Court Notice of Voluntary Withdrawal from the Registration System recorded with Nantucket County Registry of Deeds in Book 1919, Page 72 and filed with said Registry District of the Land Court as Document No.

175772 (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 recorded with said Registry of Deeds. 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 of Deeds."

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

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

BUYER: Sixty-Four Pocomo Road
Realty Trust

By: _____
_Christopher J. Kelly, Trustee

850289v2 NANT19712/0001

QUITCLAIM DEED

Parcel 5, Proprietors Road, 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 Thirty-Four Thousand Six Hundred and 00/100 Dollars (\$34,600.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust u/d/t dated March 3, 1999 filed with Nantucket Registry District of the Land Court as Document No. 84125** (the "Grantee") having a mailing address of 65 Woodcliff Road, Wellesley, Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 5, Proprietors Road, containing 5,295± square feet on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Sixty-Four Pocomo Road Realty Trust," dated October 14, 2014, prepared by Blackwell & Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2014-100 (the "Parcel"). The Parcel hereby conveyed is a portion of Proprietors Road 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 64 Pocomo Road shown on Town Assessor's Map 15 as Parcel 30 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 18822 filed with the Nantucket Registry District of the Land Court as affected by Land Court Notice of Voluntary Withdrawal from the Registration System recorded with Nantucket County Registry of Deeds in Book 1919, Page 72 and filed with said Registry District of the Land Court as Document No. 175772 (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 recorded with said Deeds. 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 recorded with said Deeds.

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 Order of Taking by Eminent Domain of Portions of Proprietors Road dated February 25, 2015, filed with said Registry District of the Land Court as Document No. 147271.

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

EXECUTED under seal this _____ day of _____, 2023.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Brooke Mohr

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Brooke Mohr and Malcolm W. MacNab, 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:

850343NANT19712/0001

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Christopher J. Kelly, Trustee of Sixty-Four Pocomo Road Realty Trust ("Buyer")
Parcel 5, Proprietors Road,
Nantucket, MA (Property)
February 23, 2023 (Closing Date)

Purchase Price: \$ 34,600.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
2/23/23-6/30/23 \$ 38.40
7/1/23-6/30/24 \$ 111.07

Reimbursement of Town's Legal Fees \$ 1,500.00

Net Amount Due Seller: \$ 36,249.47

Checks:

Town of Nantucket \$ 36,249.47

**BUYER: SIXTY-FOUR POCOMO ROAD
REALTY TRUST**

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Christopher J. Kelly,
Trustee



Agenda Item Summary

Agenda Item #	X. 1 & 2.
Date	2/22/2023

Staff

Amy Baxter, Licensing Administrator

Subject

New Common Victualler with Seasonal All-Alcoholic Beverages Restaurant Liquor License and Non-Live Entertainment Application – One Broad St. LLC dba Surfside, 2 Broad Street, Jared E. Smith, Manager.

Executive Summary

One Broad Street, LLC is applying for a Common Victualler with a Seasonal All-Alcoholic Beverages Restaurant License and Non-Live Interior Entertainment License at 2 Broad Street. Seasonal Liquor Licenses may operate April 1 – January 15 or any portion thereof. This is a new location for a Liquor License with no recent history of liquor at this location.

Staff Recommendation

Comments and Consideration:

COMMON VICTUALLER:

- 1) Pursuant to MGL c. 140: *Every food service establishment with the capabilities for cooking, preparing, and serving food and which provides seating for the immediate consumption therein, is required to have a Common Victualler License.*
- 2) Applicant must submit all requirements for Health, Fire and Building permitting before a Common Victualler License is issued. The application before the Select Board is conditional upon passing of final inspections.

LIQUOR:

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

The appropriateness of a liquor license at a particular location

- This location was previously licensed as a Common Victualler only with no liquor service. The area of Lower Broad Street has traditionally been Alcohol Free area with approx.. 6+ Food and Beverage shops – mostly take-out with bench seating across the street and a nearby park area.



The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5 (No more available)
Annual Package Stores – All Alcohol:	5 (2 Licenses OVER Quota)
Seasonal Package Stores – Wine & Malt:	4
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	44
Seasonal On-Premise Licenses:	42

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

- No written comments have been received as of February 15, 2023.

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

- There will be no significant change to number of seats and no outdoor Entertainment – interior only.

The sort of operation that carries the license and the reputation of the applicant

- This management team also operates Millie's Restaurant in Madaket and several other establishments outside of Massachusetts.

Background/Discussion

- The application is for the location formerly occupied by Easy Street Cantina. The location was only licensed as a Common Victualler with no Alcohol Service.
- The addition of a Seasonal All Alcoholic Beverages and Non-Live Entertainment Licenses are new for this location. Entertainment License is required for any location with On-Premise Alcohol Service.
- The application requests a Liquor License for service until 10 pm daily and food/take-out service until 2am.
- The location of Lower Broad Street has traditionally allowed for food service until 2am. There are no Liquor Licenses on the Lower Broad Street area known "The Strip." The area is bookmarked by The Juice Bar at 12 Broad Street and this location at 2 Broad Street.

Recent history of applications for a New Liquor License in a location not previously licensed for liquor sales:

Sec. 12 On-Premise:

- | | |
|------------------------|--|
| • 45 Surfside: | Denied 2016 All Alcohol; Approved 2016 Beer & Wine |
| • | Exterior Service Denied 2018;2019; Approved 2022 |
| • Greydon House | Approved 2016 |
| • Nantucket Dreamland: | Approved 2019 |
| • Whaling Museum: | Approved 2019 |
| • PPX Events/The Beet: | Approved 2019 |
| • White Heron Theatre: | Approved 2017 |



Sec. 15 Off-Premise:

- 167 Raw: Approved 2016
- Meat and Fish Market: Denied 2016, 2019; Approved 2020
- The Green Market: Denied 2021; Approved 2022
- Born and Bread: Denied 2021; Approved 2022

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertisement in I&M

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

N/A

Attachments

New Liquor License ABCC Application; Town of Nantucket CV-Liquor-Entertainment Application; ABCC Summary Form; Public Notice





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 One Broad St., LLC

DBA Surfside

Street Address 2 Broad Street, Nantucket, MA

Zip Code 02554

Manager Jared E. Smith

Granted under Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Seasonal

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

Two Story wood frame building located at 2 Broad Street. Licensed Premises to include: Entire first floor, comprised of a kitchen, indoor dining room, order counter, prep areas, storage areas, and restrooms. Outdoor Covered Deck and contiguous, enclosed fenced-in outdoor patio with seating.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/02/2023 Time

Advertised Yes ☒ No ☐ Date Published

02/09/23

Publication

Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice

02/14/23

Date APPROVED by LLA

02/22/2023

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

Baxter, Amy

From: Licensing
Sent: Thursday, February 2, 2023 5:32 PM
To: Baxter, Amy; Ciarmataro, Ann
Subject: FW: Online Form Submittal: NEW LIQUOR LICENSE APPLICATION

From: noreply@civicplus.com
Sent: Thursday, February 2, 2023 5:32:03 PM (UTC-05:00) Eastern Time (US & Canada)
To: Licensing
Subject: Online Form Submittal: NEW LIQUOR LICENSE APPLICATION

NEW LIQUOR LICENSE APPLICATION

LICENSING & PERMITS
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100, x5917 x5832
licensing@police.nantucket-ma.gov

NEW LICENSE APPLICATION

LIQUOR - COMMON VICTUALLER - ENTERTAINMENT

Application Documents	Submit
Town of Nantucket Application (this form)	Apply and submit online
ABCC New Liquor Application	Complete online, scan or save as pdf and submit to Licensing via email or in person.
Business Structure Documents	Upload below or submit with ABCC Application.
CORI Forms	Must be notarized. Submit with ABCC Application.
Proof of Citizenship - License Manager	Submit with ABCC Application.
Supporting Financial Documents for financing or loans	Submit copies with ABCC Application - best to submit in person and not send over email.

Lease or Deed	Upload below or submit with ABCC Application
Detailed Floor Plan	Upload below or email pdf to Licensing@police.nantucket-ma.gov .
Proposed Menu (if applicable)	Upload or describe below for Common Victualler License.

Fee Description	Fee	Payment
ABCC Application	\$200	Pay Online at time of application. Include email receipt with application.
Town of Nantucket Application	\$200	Make check payable to Town of Nantucket. Submit with application to Licensing Office.
Public Notice Advertisement	\$184.71	Make check payable to Inquirer and Mirror. Submit with application to Licensing Office.

LETTER TO SELECT BOARD: SUMMARY OF LICENSE APPLICATION

See the Cover Letter of the Attached Application.

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC) ONE BROAD ST. LLC T/A SURFSIDE

Doing Business As (D/B/A) (ex. Nantucket Cafe) Surfside

First Name of Primary Contact Richard

Last Name of Primary Contact Beaudette

Title of Primary Contact Attorney

Cell/Phone Number of Primary Contact: 508-228-4455

Email of Primary Contact	rick@vdhlaw.com
Additional Contact	bryan swain
Additional Contact Email	bryan@vdhalw.com
LICENSE APPLICATION Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.	
Proposed Licensed Premise Address	2 Broad Street, Nantucket, Ma 02554
Please describe the proposed licensed premises to include all seating, serving and storage areas.	Two Story wood frame building located at 2 Broad Street. Entire first floor, comprised of a kitchen, indoor dining room, order counter, prep areas, storage areas, and restrooms. Outdoor Covered Deck and contiguous, enclosed fenced-in outdoor patio with seating.
Have you made or plan on making any renovations to the premises?	Yes
Describe renovations plan	Reconfigure the first floor of the Premises in accordance with the enclosed floor plan.
Change of Use	No
Planning Board/Zoning	Yes, Decision included with Application
LIQUOR TYPE	On-Premise/CV: Restaurant
LIQUOR CLASS	Seasonal (April 1 - January 15)
LIQUOR CATEGORY	All Alcoholic Beverages
(Section Break)	
COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES	Seated Dining, Outdoor Dining, Take-Out, Delivery, Private/Special Event Catering, Breakfast, Brunch, Lunch, Dinner, Late Night Menu (Light menu/Bar Menu)
Describe Food and Beverage Plan	Take out and counter service for Mexican-style food and beverages for lunch, dinner and late night(see menu attached). Breakfast service to include burritos and egg sandwiches, among other dishes. All service from the counter with dine-in or take-out options for food and non-alcoholic beverages.

Alcoholic beverages to be served until 10 pm and only available for dine-in service. Food services is 5am-2am

(Section Break)

ENTERTAINMENT FOR ON-PREMISE LICENSES	NON-LIVE INDOORS: Background Streaming Music played through House System, NON-LIVE OUTDOORS: Background Streaming Music played through House System, NON-LIVE: TV Screens, Video Projection
---	---

Will Furniture, tables, chairs be moved for Live Entertainment?	No
---	----

Entertainment Hours	As allowed under the municipal zoning bylaw.
---------------------	--

Describe Entertainment Plan	Indoor and outdoor background streaming music played through house system and televisions.
-----------------------------	--

UPLOAD DOCUMENTS

Upload required documents below. You may also email to Licensing@police.nantucket-ma.gov or print and deliver to 4 Fairgrounds Road 02554, Mon-Fri 8am - 4 pm.

Upload Documents	2 Easy Street Application - Draft dv2.pdf
------------------	---

Upload Documents	<i>Field not completed.</i>
------------------	-----------------------------

Upload Documents	<i>Field not completed.</i>
------------------	-----------------------------

Upload Documents	<i>Field not completed.</i>
------------------	-----------------------------

ADDITIONAL COMMENTS, QUESTIONS	<i>Field not completed.</i>
--------------------------------------	-----------------------------

SIGNATURE OF APPLICANT	Richard P. Beaudette, Esq.
---------------------------	----------------------------

Email not displaying correctly? [View it in your browser.](#)



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

APPLICATION FOR A NEW LICENSE

Municipality

Nantucket

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

§12 Restaurant

All Alcoholic Beverages

Seasonal

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

The Applicant is applying for a seasonal, all-alcoholic beverages liquor license for the property located at 2 Broad Street, Nantucket, MA in connection with its Mexican-style restaurant. Alcohol services will end at 10:00 p.m.

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

ONE BROAD ST. LLC T/A SURFSIDE

FEIN

92-1069353

DBA

Surfside

Manager of Record

Jared E. Smith

Street Address

2 Broad Street, Nantucket, MA 02554

Phone

C/O 508-228-4455

Email

c/o rick@nantucketlawfirm.com

Alternative Phone

Website

<https://www.georgetownevents.com/>

3. DESCRIPTION OF PREMISES

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

Two Story wood frame building located at 2 Broad Street. Licensed Premises to include: Entire first floor, comprised of a kitchen, indoor dining room, order counter, prep areas, storage areas, and restrooms. Outdoor Covered Deck and contiguous, enclosed fenced-in outdoor patio with seating.

Total Square Footage: 3,718

Number of Entrances: 1

Seating Capacity:

50

Number of Floors

1

Number of Exits:

3

Occupancy Number:

TBD

4. APPLICATION CONTACT

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

Name:

Richard P. Beaudette

Phone:

508-228-4455

Title:

Attorney

Email:

rick@nantucketlawfirm.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	11/21/2022
State of Incorporation	Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Robert Blair			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	58%	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
David Scribner			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Member	32%	☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
David Simone			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Member	10%	☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Robert Blair, David Simone, David Scribner	Restaurant	Hither Creek, LLC d/b/a Millie's	Nantucket
Robert Blair, David Simone, David Scribner	Caterer's License	Hither Creek, LLC d/b/a Millie's	Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease ☐

Landlord Name CENTRE AMA REALTY VENTURES LLC

Landlord Phone 801-643-2279

Landlord Email mitch@charlesriverrealty.com

Landlord Address c/o Charles River Realty, 700 Providence Highway, Norwood, MA 02062

Lease Beginning Date 01/26/2023

Rent per Month 12,500.00

Lease Ending Date 1/26/2033

Rent per Year 150,000.00

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

☒ Yes ☐ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	0.00
C. Other * (Please specify below)	300,000.00
D. Total Cost	300,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Bank Statements	
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

N/A

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

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

N/A

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2020	Current	Manager	Gerogetown Events	Robert Blair
2019	2020	Manager	Mission Restaurant group	Marisa Casey
2013	2018	Manager	Shabby LLC / Due South Restaurant	Charles Banks

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Jared Smith

Date

2/2/2023

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

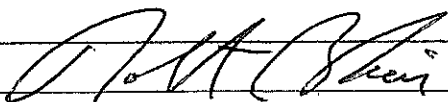
I, Robert K. Blair the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of ONE BROAD ST. LLC T/A SURFSIDE
Name of the Entity/Corporation

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

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

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

Signature:



Date:

2/10/23

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of ONE BROAD ST. LLC T/A SURFSIDE
Entity Name
duly voted to apply to the Licensing Authority of Nantucket and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/1/2023
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Robert K. Blair

Name of Person

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

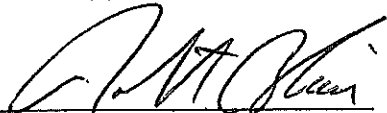
"VOTED: To appoint

Jared Smith

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Robert K. Blair

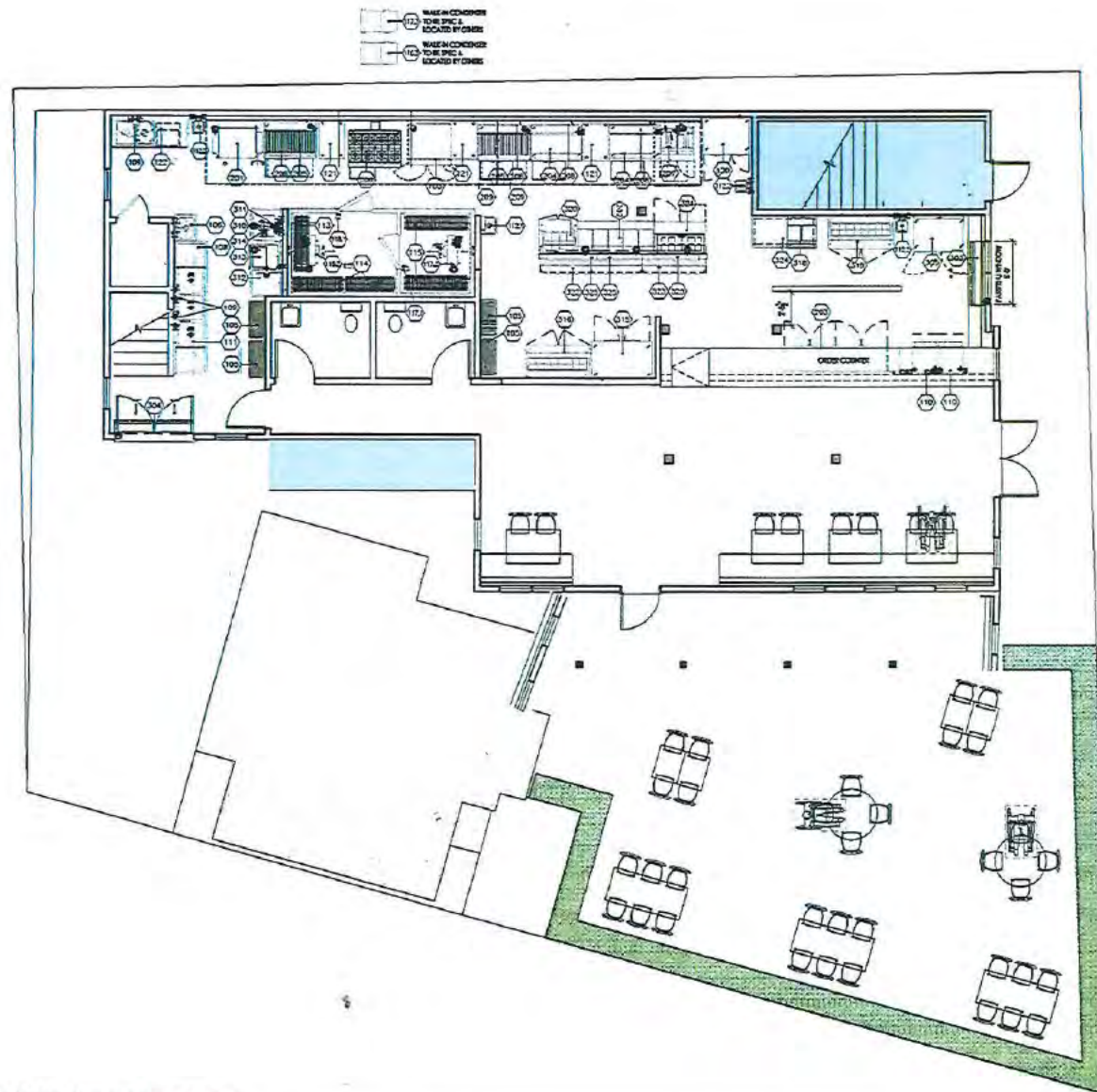
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



1 FIRST FLOOR KITCHEN EQUIPMENT PLAN
1/4" = 1'-0"

DATE	REV	REVIEW
		SHOULD NOT

0' 10'

DESIGNED BY: HANDBOOK
2 BROAD STREET
NANTUCKET, MA 02554
508.225.2725

DESIGNED BY: THE WORKSHOP
2 BROAD STREET
NANTUCKET, MA 02554
508.225.2725

PROJECT MANAGER: TSM

FIRST FLOOR KITCHEN EQUIPMENT PLAN

K101

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1 - Washington D.C.
For coursework completed on April 8, 2022
provided by Health Communications, Inc.
is hereby granted to:

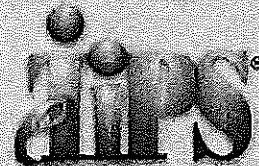
Jared Smith

Certification to be sent to:

**Surfside, Washington
4200 Wisconsin Ave NW
Washington DC, 20016-2143 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

SALADS

ARUBA \$15.95

Romaine, grilled shrimp, avocado, cherry tomatoes, pickled red onions, queso fresco, lime caesar

BAJA \$14.95

Surfside greens, fried chicken, black bean + corn salsa, corn, avocado, cherry tomatoes, corn tortilla strips, chili ranch

BUCK ISLAND \$16.95

Arugula, blackened salmon, cherry tomatoes, corn, avocado, grilled summer squash, goat cheese, tomato balsamic vinaigrette

TAHITI \$15.95

Surfside greens, grilled shrimp, mango, avocado, bean sprouts, macadamia nuts, mint, ginger lime vinaigrette

SANTA MONICA \$19.95

Surfside greens, sesame-seared tuna, noodles, pineapple, peanuts, Thai basil, radish, scallions, coconut red curry vinaigrette

QUESADILLAS

MARTHA'S VINEYARD \$10.95

Spinach, tomato corn salsa, red onion, mushroom, eggplant, fresh basil, jack cheese

BELIZE \$12.95

Grilled steak, grilled poblano pepper + red onion, jack cheese

ST. CROIX \$11.95

Grilled shrimp, pineapple mango salsa, grilled zucchini, jack cheese

NAPA \$11.95

Grilled chicken, caramelized apples, arugula, brie, jack cheese

SIDES

YELLOW RICE

\$1.95

LIME CILANTRO RICE

\$1.95

FRIJOLES

\$1.95

GUACAMOLE

2 oz | 4 oz
\$1.95 | \$4.95

CREMA

\$0.95 | \$1.95

PINEAPPLE MANGO SALSA

\$0.95 | \$1.95

TOMATO CORN SALSA

\$0.95 | \$1.95

BLACK BEAN & CORN SALSA

\$0.95 | \$1.95

SURFSIDE SALSA

\$0.95 | \$1.95

TACOS *served with yellow rice*

RIO \$10.95

Al pastor spit-fired pork, pineapple, avocado salsa, cilantro, sweet onion, house-made corn tortillas

MAUI \$11.95

Grilled dorade, black bean + corn salsa, avocado, cilantro, lime crema, house-made corn tortillas

NEVIS \$11.95

Grilled shrimp, yellow rice, pineapple mango salsa, guacamole, cilantro, lime crema, house-made corn tortillas

TULUM \$10.95

Chicken tinga, refried red beans, pico de gallo, shredded lettuce, queso fresco, flour tortillas

CABO SAN LUCAS \$12.95

Grilled steak, grilled poblano pepper + red onion, guacamole, lime crema, cilantro, flour tortillas

NEGRIL \$11.95

Blackened mahi mahi, spicy slaw, avocado, chili ranch, house-made corn tortillas

PUNTA CANA \$10.95

Fried chicken, creamy slaw, black bean & corn salsa, cilantro, chipotle crema, flour tortillas

MALIBU \$10.95

Wild mushroom, roasted tomatoes, queso fresco, sautéed spinach, hatch chili ranch, blue corn tortillas

ANTIGUA \$12.95

Fried rock shrimp, creamy slaw, avocado, green goddess dressing, house-made corn tortillas

BIRRIA \$15.95

Braised beef brisket, jack cheese, sweet onion + cilantro, Yucatan au jus, house-made corn tortillas

BURRITOS *rolled in flour tortilla • available as a bowl*

ANDROS \$12.95

Grilled steak, slow-roasted tomato, corn, cucumber yogurt, yellow rice

BONAIRE \$10.95

Grilled chicken, pico de gallo, lime crema, jack cheese, yellow rice

MARTINIQUE \$12.95

Grilled shrimp, grilled zucchini, pico de gallo, avocado, lime crema, yellow rice

ST. BARTHS \$10.95

Blackened mahi mahi, romaine, avocado, pico de gallo, lime caesar

FAJITAS

served with grilled poblano pepper + red onion, lime cilantro rice, frijoles, jack cheese, pico de gallo, roasted jalapeño, sour cream and flour tortillas

CHICKEN \$19.95

STEAK \$23.95

SHRIMP \$24.95

CHOOSE TWO \$25.95

FAJITA BOX FOR 5-7 PEOPLE \$89.00+

BOWLS

ROCK HOUSE \$16.95

Jerk chicken, coconut rice + peas, braised cabbage, grilled pineapple + red onion kebab

CULEBRA \$17.95

Grilled baby back ribs with caramel chili glaze, citrus kale salad, toasted pepitas, griddled queso

BALI \$17.95

Grilled shrimp, lemongrass, sautéed eggplant, snow peas, lime cilantro rice, basil, Thai red coconut curry sauce

MYKONOS \$18.95

Grilled salmon, tabbouleh, chickpeas, cucumber, slow-roasted tomato, whipped feta, green goddess dressing

O'AHU \$24.95

Sesame-seared tuna, cauliflower rice, sugar snap peas, citrus relish, ginger-miso vinaigrette

ENCHILADAS

COZUMEL \$17.95

Roasted chicken, flour tortillas, jack cheese, crema, pico de gallo, mole negro *contains nuts*

CAYMAN ISLANDS \$16.95

Seasoned ground beef, flour tortillas, jack cheese, crema, pico de gallo, red enchilada sauce

BARBADOS \$17.95

Grilled shrimp, flour tortillas, spinach, jack cheese, crema, pico de gallo, shrimp bisque sauce

FOR THE TABLE

ISLAND NACHOS \$12.95

Ground beef or chicken tinga or braised beef brisket with frijoles, jack cheese, pico de gallo, sour cream, guacamole, jalapeño

STREET CORN \$4.95

Chipotle mayo, cotija cheese, lime

THAI LETTUCE WRAPS \$10.95

Ground chicken, chili, scallions, cilantro, lime, toasted rice

SALMON OR TUNA POKE \$14.95

Marinated salmon or tuna, lime-cilantro rice, mango, avocado, toasted sesame, aioli, scallions, wonton crisps

CEVICHE MIXTA \$11.95

Shrimp, dorade, and little neck clams in tomato lime marinade with jalapeño, cilantro, and avocado

SHRIMP SPRING ROLLS \$11.95

Shrimp, shaved cabbage, carrots, glass noodles, sweet Thai dipping sauce

PORK BELLY SLIDERS \$9.95

Teriyaki glazed pork belly with pineapple, and serrano mayo on King's Hawaiian rolls

QUESO \$7.95

GUACAMOLE \$8.95

SALSA BAR \$3.95 | \$9.95 *choice of 1 or 2*

Surfside salsa, tomatillo, hatch chili ranch

BERMUDA TRIANGLE \$16.95 *our 3 favorites*

Guacamole, queso, Surfside salsa

KIDS MENU \$9

Served with choice of lemonade or apple juice

BURRITO

Beef, steak, chicken or grilled shrimp with jack cheese + fruit

QUESADILLA

Cheese, steak or chicken with side of yellow rice + fruit

FISH STICKS

Battered dorade with ketchup, yellow rice + fruit

SALMON FILET

with yellow rice + fruit

TACOS

Beef, steak, chicken or grilled shrimp with jack cheese + fruit

KIDS APPS

STREET CORN \$3

Half ear corn with lime mayo and queso fresco

SHORE NACHOS \$7

Ground beef or grilled chicken and melted cheese

GUACAMOLE & CHIPS \$3

QUESO & CHIPS \$3

DESSERT

ISLAND SUNDAE \$4

VANILLA HOUSE-MADE SOFT SERVE SERVED IN A CUP.
ADDITIONAL TOPPINGS AVAILABLE.

Surfside

HOURS OF OPERATION

SUNDAY - THURSDAY
11 AM - 9 PM

FRIDAY - SATURDAY
11 AM - 10 PM

TAKE OUT & DELIVERY

BRUNCH AVAILABLE SAT - SUN

CATERING & EVENTS

FREE PARKING AVAILABLE

SURFSIDE TENLEYTOWN
4200 WISCONSIN AVE NW
WASHINGTON, DC 20016
(202) 733-3239

TOWN OF NANTUCKET

LIQUOR LICENSE

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

PROPERTY OWNER.....CENTRE AMA REALTY VENTURES LLC
C/O Beaudette and Swain, LLC 35(D) Old South Road
MAILING ADDRESS.....PO.BOX.2049, Nantucket, MA 02554.....
PROPERTY LOCATION.....2 BROAD STREET, NANTUCKET, MA 02554.....
ASSESSORS MAP/PARCEL.....42.4.2 / 66.....
SUBMITTED BY:....Richard P. Beaudette, Esq.....

SEE ATTACHED PAGES

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

February 1, 2023

DATE

Mary Haley,
Senior Clerk,
Assessor's Office

Digitally signed by Mary
Haley, Senior Clerk,
Assessor's Office
Date: 2023.02.01 09:23:45
-05'00'

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Certified Article Number

Certified Article Number

9314 7699 0430 0104 3813 10
SENDER'S RECORD

9314 7699 0430 0104 3813 10
SENDER'S RECORD



**Town & County of
NANTUCKET, MA**

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

**TOWN OF NANTUCKET SELECT BOARD/LICENSING AUTHORITY
NOTICE OF LIQUOR LICENSING PUBLIC HEARING**

Dear Abutter:

In accordance with MGL Chapter 138, Section 15A you are hereby notified that a Liquor License Public Hearing will be held as noticed below. For more information or to provide written comments, please email licensing@police.nantucket-ma.gov.

NOTICE OF PUBLIC HEARING

Please be advised that the Select Board will hold a public hearing on Wednesday, February 22, 2023 at 5:30 PM to consider a New Common Victualler with Seasonal All Alcoholic Beverages Restaurant and Non-live Entertainment License for One Broad St., LLC, d/b/a Surfside, located at 2 Broad Street, Nantucket, MA 02554, Jared E. Smith, Manager. Proposed Alcohol service until 10 PM daily. Dine-In and take-out food service until 2 AM daily. 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 licensing@police.nantucket-ma.gov.

Description of Proposed Premises:

Two Story wood frame building located at 2 Broad Street. Licensed Premises to include: Entire first floor, comprised of a kitchen, indoor dining room, order counter, prep areas, storage areas, and restrooms. Outdoor Covered Deck and contiguous, enclosed fenced-in outdoor patio with seating.

Additional Application Information:

Alcohol service proposed until 10pm daily. There is no liquor license history at this location. Eat-in and take-out food service proposed until 2am. Food service until 2am has been historically allowed at this location and neighboring establishments on lower Broad Street. Non-live streaming background music Entertainment license requested.

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

You Tube Link For Viewing Only: <https://youtu.be/g4QzY4grksk>

Zoom Webinar Registration Link to Virtually Attend Meeting:
https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

Nantucket, MA 02554

USPS ARTICLE NUMBER

7314 747450430 0104 3864 10 0056 09

Certified Mail Fee	\$	\$3.35
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Policy	\$	\$0.00
Postage	\$	\$8.13
Total Postage and Fees	\$	\$8.10

Postmark
Here
02/14/2023

Sent to:

YOUNG, ROBERT, A, TRST
P O BOX 779
NANTUCKET, MA 02554

USPS TRACKING #



9590 9699 0430 0104 3864 12

PS Form 3800, 11/03/16, July 2015

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

Nantucket, MA 02554

USPS ARTICLE NUMBER

7314 747450430 0104 3863 66 0056 09

Certified Mail Fee	\$	\$3.35
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Policy	\$	\$0.00
Postage	\$	\$8.13
Total Postage and Fees	\$	\$8.10

Postmark
Here
02/14/2023

Sent to:

CAMERON WILLIAM & MOSHER CHERYL TRS
4&10 BROAD ST REALTY TRUST
4 BROAD STREET
NANTUCKET, MA 02554

USPS TRACKING #



9590 9699 0430 0104 3863 68

PS Form 3800, 11/03/16, July 2015



Sewer Enterprise Fund

*Quarterly Financial Report
Second Fiscal Quarter Ended
December 31, 2022*



Table of Contents

Sewer Financial Highlights.....	1
Sewer Flow & Billing.....	2
Sewer Summary.....	3
Sewer Revenue Chart.....	4
Sewer Revenues.....	5,6
Sewer Expenses Chart.....	7
Sewer Expenses.....	8,9

Sewer Financial Highlights

Sewer Revenues

Total Revenue collected in the second quarter of FY2023 was up \$365,028 (+14%) from the same quarter last year. Sewer Fee Income & Sewer Capacity Fee increased \$99K (+5%) and \$300K (+91%), respectively. Septic Disposal Fees decreased with \$30,614 (-47%) over Q2/FY2022. Revenue collected this quarter accounts for 67% of the projected revenue budget for FY2023.

Sewer Expenses

Operating expenses, excluding Debt Service for the second quarter of FY2023 decreased \$318,271 (-22%) compared to last year and made up 36% of the annual budget. The main reason behind the decrease is Barnstable Retirement that last year was paid in the second quarter. Utilities were up \$73,996 (+20%) over Q2/FY2022. There was an increase in Repair & Maintenance as well of \$20,317 (+22%). However, Professional Services and Sludge Disposal saw a decrease of \$35,426 (-49%) and \$15,692 (-19%), respectively.

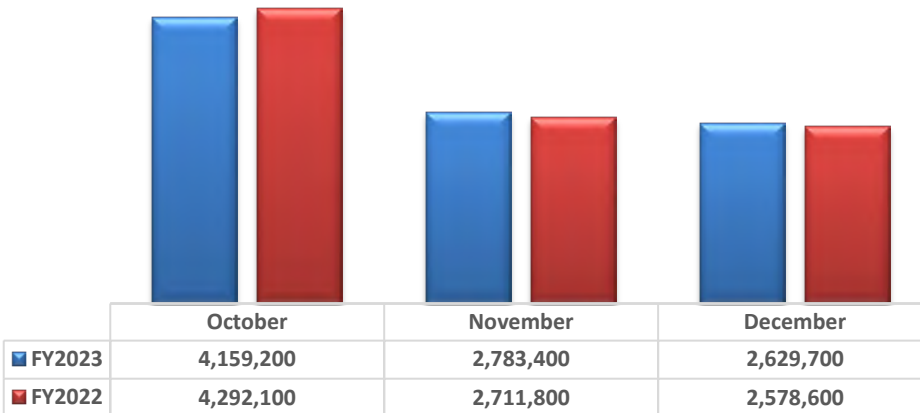
Debt service finished the six months period up 75% compared to the same period last year. We issued new debt this year and had costs associated with the issuance and we also paid interest on some short-term debt. Overall, the Sewer Expenses including Debt Service ended the quarter at 59% of the Annual Budget.



Sewer Flow & Billing

This graphic summarizes sewer flows for Q2 of FY2023 and compares them to the previous year's flows. Each month represents the monthly flows (consumption) that were billed one month later. Thus, October 2022 flows represent bills issued in November 2022. The second graphic represents the billing. For the first three months, FY2023 flows were down by less than 1% and billings were up by 2.05% when compared to FY2022. Consumption (flows) were down by about 10,200 units and billings were up by about \$31,565 when compared to the second quarter of last fiscal year.

Monthly Sewer Flow in CF



Monthly Sewer Billing



Sewer Summary

**TOWN OF NANTUCKET
SEWER ENTERPRISE FUND
Operating Revenue and Expenses for Six Months Ended Dec 31, 2022**

	BUDGET FY2023	Six Months Ended Dec 31 FY2023	FY2022
Revenue	\$ 10,020,408	\$ 6,680,330	\$ 7,085,743
Expenses	10,261,842	6,103,878	5,972,033
Gross Earnings	(241,434)	576,452	1,113,710
Funding from Retained Earnings	<u>207,998</u>	<u>207,998</u>	<u>717,552</u>
Net Earnings	\$ (33,436)	\$ 784,450	\$ 1,831,262
Retained Earnings			
Net Sources (Uses)			
Encumbrance Carryforwards	33,436	19,430	2,133
Surplus (Deficit)	<u>\$ 0</u>	<u>\$ 803,880</u>	<u>\$ 1,833,394</u>

Certified Retained Earnings As of July 01, 2021	\$ 4,369,626
Plus: Current Surplus as of Dec 31, 2022	803,880
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 Dec 31, 2022 ⁽¹⁾⁽²⁾	\$ 3,886,186

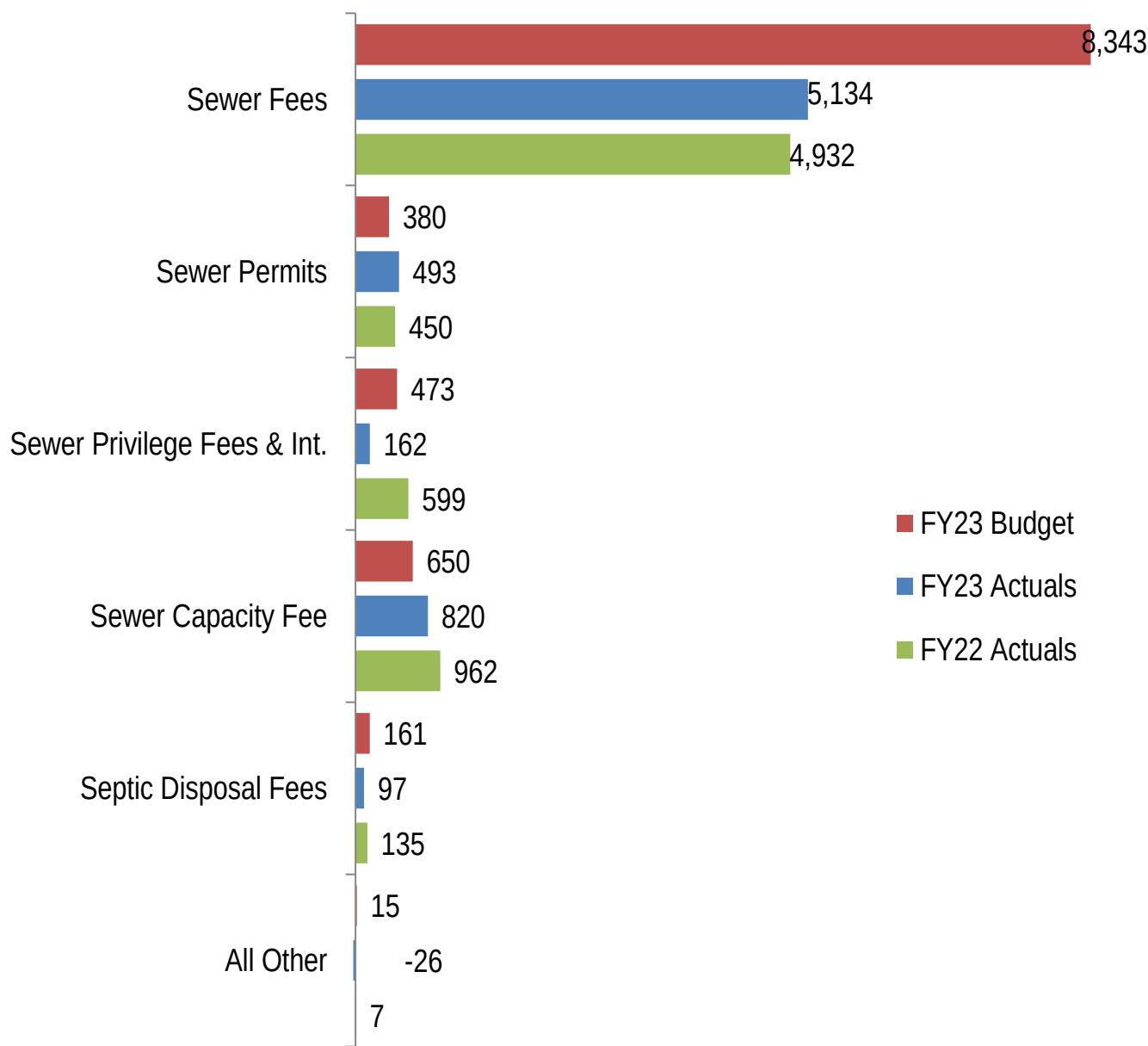
(1) Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

(2) Actual balance will be lower than projected due to encumbrances carried forward

Sewer Revenues

Where does the money come from?

Top Revenue Categories YTD (in thousands)





Sewer Revenues

Most recent quarter

Sewer Enterprise Fund Revenue for Quarter Ended Dec 31, 2022

REVENUE	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget
	FY2023	FY2022	\$ Change	% Change	Quarter
Sewer Fee Income	\$ 2,081,875	\$ 1,982,709	\$ 99,166	5%	\$ 2,085,647
Sewer Permits	195,450	186,209	9,241	5%	95,005
Sewer Privilege Fees & Interest	80,842	70,610	10,232	14%	118,125
Sewer Capacity fee	631,077	331,033	300,044	91%	162,500
Septic Disposal Fees	34,545	65,159	(30,614)	(47%)	40,125
Sewer Liens Collected	1,070	659	411	62%	3,375
Penalties Collected	14	1	13	1,116%	325
Interest on Investments	-	-	-	na	-
Debt Premium	-	-	-	na	-
Other	(23,465)	-	(23,465)	na	-
Total Revenue*	\$ 3,001,408	\$ 2,636,381	\$ 365,028	14%	\$ 2,505,102

OTHER FIN. SOURCES (USES)	FY2023	FY2022	\$ 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	-
FY2022 Encumbrance Carryforward	-	-	-	na	-
Total Other Financing Source	\$ -	\$ -	\$ -	na	\$ -

TOTAL REVENUE AND OTHER FIN. SOURCES/USES	\$3,001,408	\$2,636,381	\$365,028	14%	\$ 2,565,461
---	-------------	-------------	-----------	-----	--------------



Sewer Revenues

Sewer Enterprise Fund Revenue for Six Months Ended Dec 31, 2022

REVENUE	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget	% of Budget Used
	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd	
Sewer Fee Income	\$ 5,134,473	\$ 4,931,961	\$ 202,512	4%	\$ 8,342,588	62%
Sewer Permits	493,239	450,409	42,830	10%	380,020	130%
Sewer Privilege Fees & Interest	161,682	599,188	(437,506)	(73%)	472,500	34%
Sewer Capacity fee	819,728	962,029	(142,301)	(15%)	650,000	126%
Septic Disposal Fees	97,118	134,682	(37,564)	(28%)	160,500	61%
Sewer Liens Collected	1,070	1,850	(780)	(42%)	13,500	8%
Penalties Collected	28	185	(157)	(85%)	1,300	2%
Interest on Investments	-	-	-	na	-	0%
Debt Premium	-	-	-	na	-	0%
Other	(27,007)	5,440	(32,447)	(596%)	-	0%
Total Revenue*	\$ 6,680,330	\$ 7,085,743	\$ (405,412)	(6%)	\$ 10,020,408	67%

OTHER FIN. SOURCES (USES)	FY2023	FY2022	\$ 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	207,998	0%
Transfer to Capital Project Fund	-	-	-	na	-	0%
FY2022 Encumbrance Carryforward	19,430	2,133	17,297	811%	33,436	58%
Total Other Financing Source	\$ 19,430	\$ 2,133	\$ 17,297	811%	\$ 241,434	8%

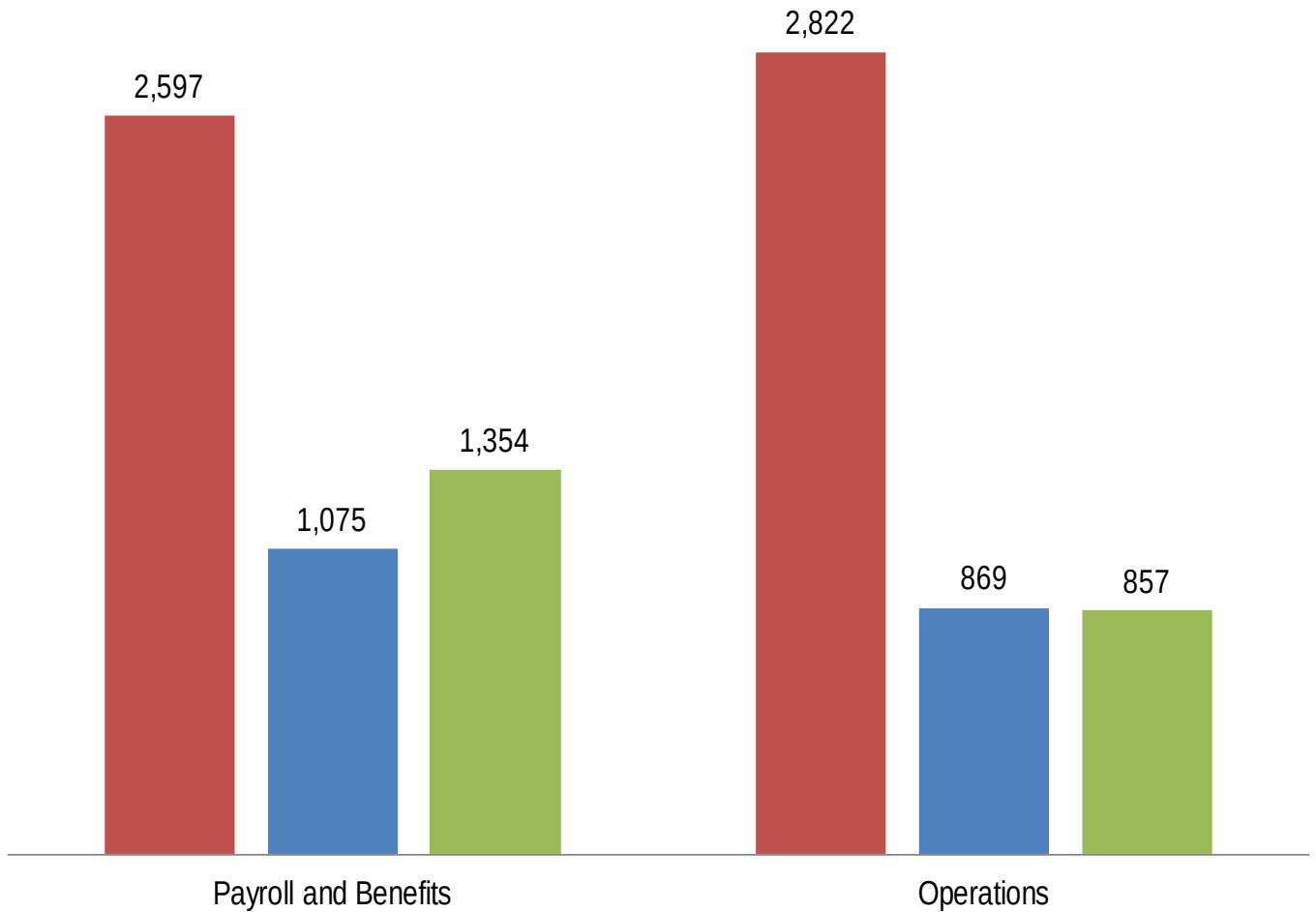
TOTAL REVENUE AND OTHER FIN. SOURCES/USES	\$6,699,760	\$7,087,875	\$(388,115)	(5%)	\$ 10,261,842	65%
---	-------------	-------------	-------------	------	---------------	-----

Sewer Expenses

Where does the money go?

Top Expenditure Categories YTD (*in thousands*)

■ FY23 Budget ■ FY23 Actuals YTD ■ FY22 Actuals YTD





Sewer Expenses

Most recent quarter

Sewer Enterprise Fund Expenses for Quarter Ended Dec 31, 2022

	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget
OPERATING EXPENSES WITHOUT DEBT	FY2023	FY2022	\$ Change	% Change	Quarter
Payroll - Salary	\$ 445,906	\$ 441,722	4,184	1%	\$ 419,233
Medicare P/R Tax Expense	6,170	6,166	3	0%	6,112
Medical Insurance	98,630	107,494	(8,864)	(8%)	123,503
Barnstable County Retirement	-	363,836	(363,836)	(100%)	100,440
Utilities	183,943	109,947	73,996	67%	174,345
Repairs & Maintenance	112,660	92,343	20,317	22%	101,956
Professional Services	37,154	72,580	(35,426)	(49%)	105,095
Sludge Disposal	68,741	84,433	(15,692)	(19%)	67,575
Sewer Supplies & Chemicals	71,013	69,164	1,849	3%	76,063
General Insurance	-	-	-	na	55,872
Other Supplies	37,985	36,542	1,443	4%	38,652
Other - Miscellaneous	19,393	15,638	3,756	24%	85,922
Indirect Costs	20,500	20,500	(0)	(0%)	20,500
Total Expenditures - Excluding Debt Service	\$ 1,102,093	\$ 1,420,364	\$ (318,271)	(22%)	\$ 1,375,269
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Quarter
Principal	\$ 362,500	\$ 282,000	80,500	29%	\$ 912,381
Interest	437,566	187,375	250,191	134%	256,193
Issuance Costs	22,500	-	22,500	na	6,653
BAN Costs, Principal, Interest	-	-	-	na	-
MWPAT Admin Fee	-	-	-	na	14,965
Total Debt Service	\$ 822,566	\$ 469,375	\$ 353,191	75%	\$ 1,190,192
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$1,924,659	\$1,889,739	\$ 34,920	2%	\$ 2,565,461



Sewer Expenses

Sewer Enterprise Fund Expenses for Six Months Ended Dec 31, 2022

	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget		% of Budget Used
OPERATING EXPENSES WITHOUT DEBT	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd		
Payroll - Salary	\$ 867,605	792,857	\$ 74,748	9%	\$ 1,676,933		52%
Medicare P/R Tax Expense	12,077	11,084	994	9%	24,446		49%
Medical Insurance	195,277	186,414	8,863	5%	494,013		40%
Barnstable County Retirement	-	363,836	(363,836)	(100%)	401,759		0%
Utilities	306,646	280,726	25,919	9%	697,379		44%
Repairs & Maintenance	148,164	131,614	16,550	13%	407,824		36%
Professional Services	53,757	81,754	(27,997)	(34%)	420,382		13%
Sludge Disposal	137,482	126,197	11,285	9%	270,300		51%
Sewer Supplies & Chemicals	133,315	141,061	(7,746)	(5%)	304,253		44%
General Insurance	-	-	-	na	223,488		0%
Other Supplies	58,772	67,810	(9,038)	(13%)	154,610		38%
Other - Miscellaneous	30,960	28,052	2,908	10%	343,689		9%
Indirect Costs	41,000	41,000	(0)	(0%)	82,000		50%
Total Expenditures - Excluding Debt Service	\$ 1,985,054	\$ 2,252,405	\$ (267,350)	(12%)	\$ 5,501,075		36%
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd		% of Budget Used
Principal	\$ 3,224,362	\$ 3,103,305	\$ 121,057	4%	\$ 3,649,524		88%
Interest	841,014	584,896	256,118	44%	1,024,772		82%
Issuance Costs	22,500	-	22,500	na	26,613		85%
BAN Costs, Principal, Interest	-	-	-	na	-		na
MWPAT Admin Fee	30,949	31,428	(479)	(2%)	59,858		52%
Total Debt Service	\$ 4,118,824	\$ 3,719,629	\$ 399,196	11%	\$ 4,760,767		87%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 6,103,878	\$ 5,972,033	\$ 131,845	2%	\$ 10,261,842		59%



Nantucket Water Department

*Quarterly Financial Report
Second Fiscal Quarter Ended
December 31, 2022*



Table of Contents

Nantucket Water Financial Highlights.....	1
Nantucket Water Flow & Billing.....	2
Nantucket Water Summary	3
Nantucket Water Revenue Chart.....	4
Revenues for most recent quarter.....	5,6
Nantucket Water Expenses Chart.....	7
Expenses for most recent quarter.....	8,9

Nantucket Water Department Financial Highlights

Nantucket Water Revenues

Revenue for the second quarter of FY2023 was \$2,224,628, representing an increase of \$150,594 (+7%) compared to the same period last year. Water Use Fees and Water Connection Fees were up \$79,207 (+5%) and \$61,466 (+24%), respectively. Cross Connection Device Test Fees decreased \$4K (-22%) over Q2/FY22. The Revenue collected ended the quarter at 83% of the estimated budgeted revenue for the year.

Nantucket Water Expenses

Operating expenses, excluding Debt Service for the second quarter of FY2023 were down \$444,507 (-43%) compared to last year and made up 26% of the annual budget. The main reason behind the significant decrease is Barnstable Retirement, last year it was paid in the second quarter. Some of the most notable decreases in operating expenses are Utilities and Inventory with \$39,558 (-38%) and \$42,760 (-47%), respectively. Salaries decreased as well with \$58,094 (-17%). Professional services increased \$19,628 (+89%) over Q2/FY22.

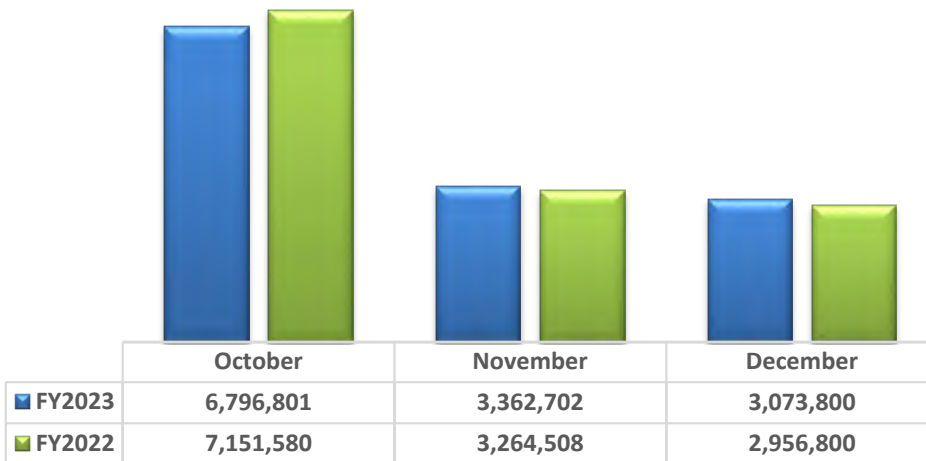
Debt service finished the quarter down 17% compared to the same quarter last year and amounted to 50% of the annual budget allocation.



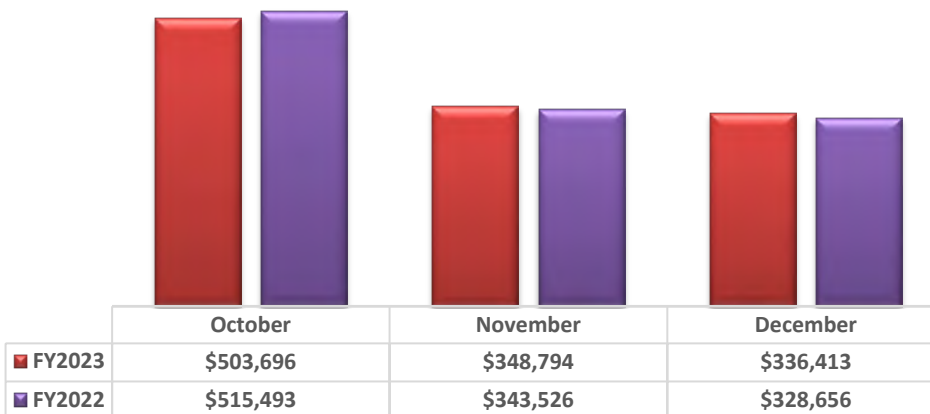
Nantucket Water Flow & Billing

This graphic summarizes water flows for Q2 of FY2023 and compares them to the previous year's flows. Each month represents the monthly flows (consumption) that were billed one month later. Thus, October 2022 flows represent bills issued in November 2022. The second graphic represents the billing.

Monthly Water Consumption in CF



Monthly Water Billing



Nantucket Water Summary

TOWN OF NANTUCKET NANTUCKET WATER DEPARTMENT

Operating Revenues and Expenses for the Six Months Ended Dec 31, 2022

	Budget	Six Months Ended Dec 31	
	FY2023	FY2023	FY2022
		Actuals	Actuals
Revenue	\$ 6,974,186	\$ 5,754,681	\$ 5,257,416
Expenses	7,042,067	3,519,188	4,142,006
Net Earnings	(67,881)	2,235,493	1,115,410
Transfer from Retained Earnings	-	-	303,613
NET EARNINGS AFTER RETAINED EARNINGS TRANSFER	\$ (67,881)	\$ 2,235,493	\$ 1,419,023
Retained Earnings			
NET SOURCES / (USES)			
Article #- GF Subsidy	\$ -	\$ -	-
Encumbrance Carryforwards	67,881	20,730	-
FinCom GF Reserve Fund Transfer	-	-	-
SURPLUS / (DEFICIT)	\$ -	\$ 2,256,222	\$ 1,419,023

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

Plus: Current Surplus (Less Current Deficit) as of Dec 31, 2022 \$ 2,256,222

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 Dec 31, 2022 ⁽¹⁾⁽²⁾ \$ 8,563,992

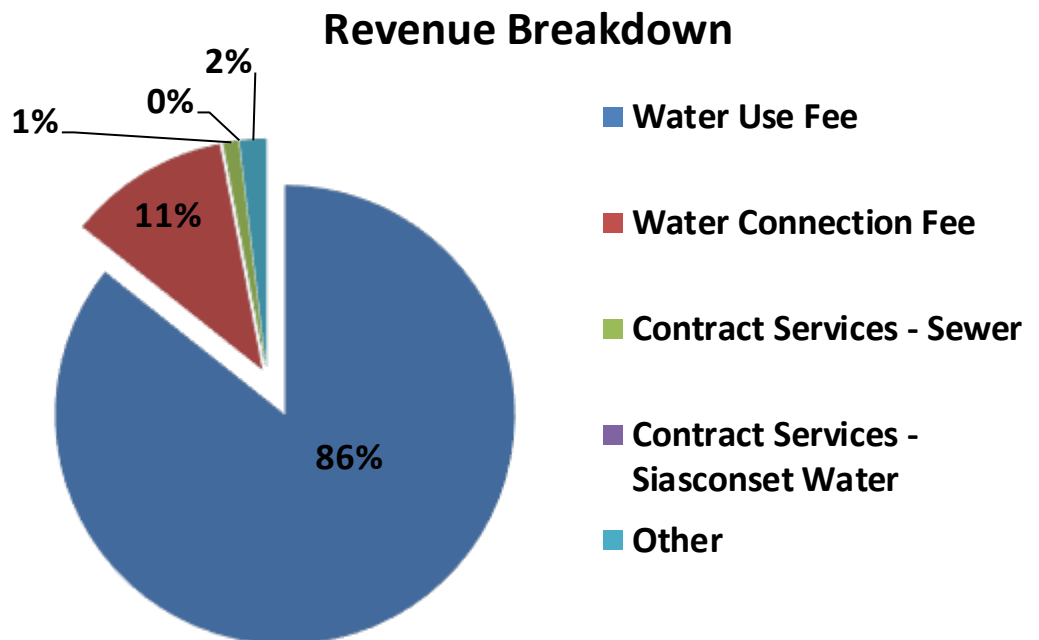
(1) Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

(2) Actual balance will be lower due to encumbrances that are carried forward

Nantucket Water Revenues

Where does the money come from?

FY2023 Top Revenue Sources - YTD





Nantucket Water Revenues

Operating Revenue for Quarter Ended Dec 31, 2022

REVENUE	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget	
	FY2023	FY2022	\$ Change	% Change	Quarter	
Water Use Fee	\$1,808,752	\$1,729,545	\$ 79,207	5%	\$	1,557,921
Water Connection Fee	317,600	256,134	61,466	24%		96,250
Cross Connection Device Test Fee	13,500	17,400	(3,900)	(22%)		9,375
Late Payment Service Fee	12,789	12,470	319	3%		8,700
Rental Income	6,750	7,650	(900)	(12%)		20,350
Water Sales	-	-	-	na		-
Interest on Investments	24,111	4,529	19,583	432%		7,500
Contract Services - Sewer	31,259	31,256	2	0%		38,825
Revenue - Outside Billing	967	350	617	176%		875
Contract Services - Siasconset Water	-	-	-	na		-
Transfer Fee	8,900	14,700	(5,800)	(39%)		3,750
Premium Revenue on Debt	-	-	-	na		-
Total Revenue*	\$2,224,628	\$2,074,035	\$ 150,594	7%	\$	1,743,546

OTHER FINANCING SOURCES	FY2023	FY2022	\$ Change	% Change	Quarter	
General Fund Subsidy	\$ -	\$ -	\$ -	na	\$	-
General Fund Free Cash Subsidy	-	-	-	na		-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na		-
FY2022 Encumbrance Carryforward	-	-	-	na		-
Total Other Financing Sources	\$ -	\$ -	\$ -	na	\$	-

TOTAL REVENUE AND OTHER FINANCING SOURCES	\$2,224,628	\$2,074,035	\$ 150,594	7%	\$	1,743,546
---	-------------	-------------	------------	----	----	-----------



Nantucket Water Revenues

Operating Revenue for Six Months Ended Dec 31, 2022

REVENUE	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget	% of Budget Used
	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd	
Water Use Fee	\$ 4,931,336	\$ 4,694,335	\$ 237,001	5%	\$ 6,231,685	79%
Water Connection Fee	652,700	434,909	217,791	50%	385,000	170%
Cross Connection Device Test Fee	14,550	19,350	(4,800)	(25%)	37,500	39%
Late Payment Service Fee	25,359	26,911	(1,552)	(6%)	34,800	73%
Rental Income	13,500	15,300	(1,800)	(12%)	81,400	17%
Water Sales	-	-	-	na	-	na
Interest on Investments	37,270	8,150	29,120	357%	30,000	124%
Contract Services - Sewer	62,517	32,011	30,506	95%	155,301	40%
Revenue - Outside Billing	2,649	1,050	1,599	152%	3,500	76%
Contract Services - Siasconset Water	-	-	-	na	-	na
Transfer Fee	14,800	25,400	(10,600)	(42%)	15,000	99%
Premium Revenue on Debt	-	-	-	na	-	na
Total Revenue*	\$ 5,754,681	\$ 5,257,416	\$ 497,265	9%	\$ 6,974,186	83%

OTHER FINANCING SOURCES	FY2023	FY2022	\$ 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	-	na
FY2022 Encumbrance Carryforward	20,730	-	20,730	na	67,881	31%
Total Other Financing Sources	\$ 20,730	\$ -	\$ 20,730	na	\$ 67,881	31%

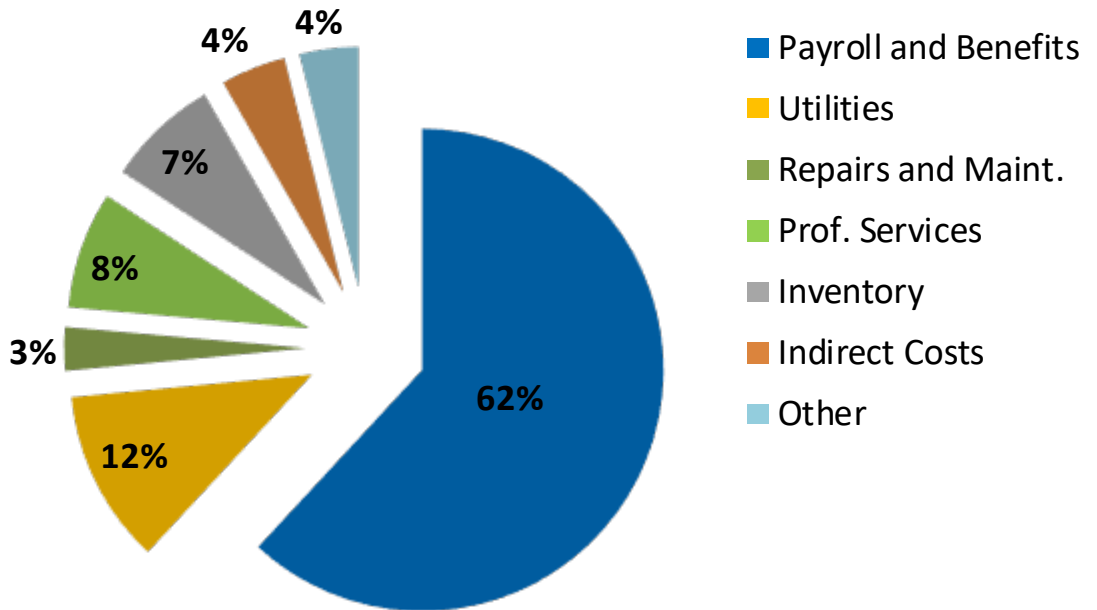
TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 5,775,411	\$ 5,257,416	\$ 517,995	10%	\$ 7,042,067	82%
--	---------------------	---------------------	-------------------	------------	---------------------	------------

Nantucket Water Expenses

Where does the money go?

FY2023 Operating Expense Breakdown - YTD

Operating Expenses Breakdown





Nantucket Water Expenses

Operating Expenses for Quarter Ended Dec 31, 2022

	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget
OPERATING EXPENSES WITHOUT DEBT	FY2023	FY2022	\$ Change	% Change	Quarter
Payroll - Salary	\$ 282,592	\$ 340,686	\$ (58,094)	(17%)	\$ 328,083
Medicare P/R Tax Expense	3,960	4,769	(809)	(17%)	4,740
Medical Insurance	91,431	98,183	(6,752)	(7%)	109,581
Barnstable County Retirement	-	298,160	(298,160)	(100%)	94,762
Utilities	65,459	105,016	(39,558)	(38%)	84,198
Repairs & Maintenance	22,270	40,794	(18,525)	(45%)	96,654
Professional Services	41,701	22,072	19,628	89%	71,168
Inventory	47,466	90,227	(42,760)	(47%)	77,500
General Insurance	-	-	-	na	60,234
Other Supplies	3,208	2,440	768	31%	14,950
Travel	764	3,408	(2,644)	(78%)	5,500
Indirect Costs	23,250	23,250	-	0%	23,250
Other	14,328	11,928	2,399	20%	75,191
Total Expenditures - Excluding Debt Service	\$ 596,427	\$ 1,040,934	\$ (444,507)	(43%)	\$ 1,045,813
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Quarter
Principal	\$ 1,230,200	\$ 1,503,000	\$ (272,800)	(18%)	\$ 536,300
Interest	237,513	256,545	(19,033)	(7%)	178,404
Issuance Costs	-	-	-	na	-
BAN Costs, Principal, Interest	-	-	-	na	-
Other	-	-	-	na	-
Total Debt Service	\$ 1,467,713	\$ 1,759,545	\$ (291,833)	(17%)	\$ 714,704
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 2,064,140	\$ 2,800,479	\$ (736,339)	(26%)	\$ 1,760,517



Nantucket Water Expenses

Operating Expenses for Six Months Ended Dec 31, 2022

	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget	% of Budget Used
OPERATING EXPENSES WITHOUT DEBT	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd	
Payroll - Salary	\$ 487,484	\$ 610,598	\$ (123,115)	(20%)	\$ 1,312,332	37%
Medicare P/R Tax Expense	6,818	8,576	(1,757)	(20%)	18,962	36%
Medical Insurance	167,450	178,132	(10,682)	(6%)	438,326	38%
Barnstable County Retirement	-	298,160	(298,160)	(100%)	379,047	0%
Utilities	124,284	158,096	(33,812)	(21%)	336,793	37%
Repairs & Maintenance	30,856	87,017	(56,161)	(65%)	386,617	8%
Professional Services	83,790	30,094	53,696	178%	284,673	29%
Inventory	80,066	124,079	(44,013)	(35%)	310,000	26%
General Insurance	-	-	-	na	240,938	0%
Other Supplies	7,544	8,315	(770)	(9%)	59,800	13%
Travel	5,667	8,770	(3,103)	(35%)	22,000	26%
Indirect Costs	46,500	46,500	-	0%	93,000	50%
Other	28,889	26,896	1,993	7%	300,765	10%
Total Expenditures - Excluding Debt Service	\$ 1,069,348	\$ 1,585,232	\$ (515,883)	(33%)	\$ 4,183,251	26%
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd	% of Budget Used
Principal	\$ 2,040,200	\$ 2,096,500	\$ (56,300)	(3%)	\$ 2,145,200	95%
Interest	409,640	460,274	(50,634)	(11%)	713,616	57%
Issuance Costs	-	-	-	na	-	na
BAN Costs, Principal, Interest	-	-	-	na	-	na
Other	-	-	-	na	-	na
Total Debt Service	\$ 2,449,840	\$ 2,556,774	\$ (106,934)	(4%)	\$ 2,858,816	86%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 3,519,188	\$ 4,142,006	\$ (622,817)	(15%)	\$ 7,042,067	50%



Airport Enterprise Fund

Quarterly Financial Report

Second Fiscal Quarter

Ended December 31, 2022



Table of Contents

Airport Financial Highlights.....	1
Airport Summary.....	2
Airport Revenue Charts.....	3
Airport Revenue Detail.....	4,5
Airport Expense Detail.....	6,7

Airport Financial Highlights

Airport Revenues

As of Q2 FY23, total revenue YTD (total without other funding sources) is up overall 18% (\$2.9M) over YTD FY22. A major driver of this increase is the total increase in fuel revenue. Currently, total fuel sales have increased \$2.6M (29%) over this time in FY22 (\$9.1M in Q2 FY22 to \$11.8M in Q2 FY23). The airport has shown an overall increase in revenue in other areas such as Rental Income, Fee Income, Vehicle Income etc. as a result of the economy recovering from the impacts of the pandemic.

Total operations are down 12% and enplanements are up 3%, over this time last year. The Airport is handling more passengers, and producing more revenue on fewer aircraft operations, which results in multiple operational and environmental benefits.

Airport Expenses

As of Q2 FY2023, total expenses (excluding debt service) are up 78% (\$4.3M) over Q2 FY22. This increase appears larger than it truly is, due to the anomaly in payroll expenses for FY22, not including the expenses that were reimbursed using the CARES Act Reimbursements.

The payroll expenses are an anomaly as they are still reflecting CARES Act reimbursements. Q2 FY23 are the true payroll expenses to date as the Cares Act funding has been exhausted. However, in Q2 FY22, the operating budget is showing \$635k in payroll expenses, however there are \$2.17M in payroll expenses that have been reimbursed with CARES Act money, totaling \$2.8M in payroll expenses for Q2 FY22. Overall, true payroll expenses for Q2 FY23 are down \$427k (15%) over Q2 FY22. This is mainly due to the timing of the Barnstable County Retirement payment that hasn't occurred as of Q2 FY23 off-set by employee retirement payouts in Q1 & Q2 FY23.

According to the analysis, total fuel expenses are up \$2.0M (65%) over this time last year. However, what's not reflected in the analysis is that NMA received an ARPA Grant which reimbursed \$2.1M of fuel purchases in FY23. This brings the true fuel purchases for Q2TD FY23 to \$7.4M. Additionally, FY22, NMA received a similar grant (ACRGP) which reimbursed \$1.5M of fuel purchases FY22, bringing the true fuel purchases for Q2TD FY22 to \$4.7M. Comparing true fuel purchases, fuel purchases are up \$2.7M (57%) in Q2 FY23 over Q2 FY22.

The main driver is the increase in fuel price from Q1/Q2 FY23 over Q1/Q2 FY22. The average price per gallon during July through December went up from \$3.00 in FY22 to \$4.53 in FY23. That's an increase of \$1.53 per gallon (51% increase). Overall, there was only a 1% decrease in gallons sold from Q2TD FY22 to Q2TD FY23.

Airport Summary

TOWN OF NANTUCKET AIRPORT - ENTERPRISE FUND

Operating Revenues and Expenses for the Six Months Ended December 31, 2022

	Budget	Six Months Ended Dec 31	
	FY2023	FY2023	FY2022
Revenue - Includes Airport Revolving Fund	\$ 19,902,600	\$ 19,330,371	\$ 16,406,139
Expenses - Includes Airport Revolving Fund	20,329,021	10,346,616	6,141,792
Net Earnings	(426,421)	8,983,755	10,264,347
Transfer from Retained Earnings	-	-	-
Net Earnings after Retained Earnings Transfer	\$ (426,421)	\$ 8,983,755	\$ 10,264,347
Net Sources / (Uses):			
Article #- GF Subsidy	\$ -	\$ -	\$ -
Encumbrance Carryforwards	26,421	6,921	1,361
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	-	(4,204,476)	(4,440,112)
Transfer from Special Revenue Funds (Fuel Revolver)	-	-	-
Transfer from Passenger Facility Charge Reserve (Retained Earnings)	400,000	400,000	250,000
Transfer from Stabilization Fund	-	-	-
Surplus(Deficit)	(0)	\$ 5,186,201	\$ 6,075,596

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 Dec 31, 2022	\$ 5,186,201
Projected Balance as of Dec 31, 2022 ⁽¹⁾⁽²⁾	\$ 5,397,515

(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 - FY2023 vs. FY2022

	FY2023	FY2022
Fuel Sales	\$ 11,789,769	\$ 9,135,261
Less: Fuel Purchases	(5,257,055)	(3,183,256)
Less: Non Fuel Purchases	(38,469)	-
Gross Profit	6,494,245	5,952,005
Revolver Revenue Only *	9,500,000	7,623,368
Less: Fuel Purchases	(5,257,055)	(3,183,256)
Less: Non Fuel Purchases	(38,469)	-
Unallocable Portion of Gross Profit	4,204,476	4,440,112
Profit to be Applied to Op Budget	\$ 2,289,769	\$ 1,511,893

Q2 Fuel Sales - FY2021 to FY2023





Airport Revenues

Operating Revenue for the Quarter Ended Dec 31, 2022

REVENUE	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget Quarter
	FY2023	FY2022	\$ Change	% Change	
Fixed Base Operations (FBO)	\$ 499,675	\$ 591,407	\$ (91,732)	(16%)	\$ 806,250
Revolver: Fuel Sales	9,500,000	9,135,261	364,739	4%	2,375,000
Jet Fuel Sales in Excess of Revolving Fund	1,661,375	-	1,661,375	na	625,000
Passenger Facility Charge	148,955	146,499	2,456	2%	112,500
Rental Income	739,220	593,572	145,648	25%	606,500
Fee Income	536,702	882,182	(345,481)	(39%)	336,950
Vehicle Income	85,931	97,168	(11,237)	(12%)	29,000
Interest on Investments	61,136	18,028	43,108	239%	6,250
Other Income	(302,305)	207,385	(509,690)	(246%)	78,200
Total Revenue*	\$ 12,930,688	\$ 11,671,503	\$ 1,259,185	11%	\$ 4,975,650

OTHER FINANCING SOURCES	FY2023	FY2022	\$ 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)	-	250,000	(250,000)	(100%)	-
Transfer from Stabilization Fund	-	-	-	na	-
Encumbrance Carryforward	-	-	-	na	-
Fuel Revolver Fund Balance Unavailable for R/E Calculation (YTD Only)	-	-	-	na	-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-
Total Other Financing Sources	\$ -	\$ 250,000	\$ (250,000)	(100%)	\$ -

TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 12,930,688	\$ 11,921,503	\$ 1,009,185	8%	\$ 4,975,650
--	----------------------	----------------------	---------------------	-----------	---------------------



Airport Revenues

Operating Revenue for the Six Months Ended Dec 31, 2022

REVENUE	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget		% of Budget
	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd		
Fixed Base Operations (FBO)	\$ 3,063,767	\$ 3,205,242	\$ (141,476)	(4%)	\$ 3,225,000		95%
Revolver: Fuel Sales	9,500,000	9,135,261	364,739	4%	9,500,000		100%
Jet Fuel Sales in Excess of Revolving Fund	2,289,769	-	2,289,769	na	2,500,000		92%
Passenger Facility Charge	449,346	462,031	(12,684)	(3%)	450,000		100%
Rental Income	1,592,226	1,205,170	387,056	32%	2,426,000		66%
Fee Income	1,852,344	1,702,059	150,285	9%	1,347,800		137%
Vehicle Income	240,686	146,471	94,215	64%	116,000		207%
Interest on Investments	110,858	31,229	79,629	255%	25,000		443%
Other Income	231,375	518,676	(287,301)	(55%)	312,800		74%
Total Revenue*	\$ 19,330,371	\$ 16,406,139	\$ 2,924,232	18%	\$ 19,902,600		97%

OTHER FINANCING SOURCES	FY2023	FY2022	\$ Change	% Change	FY2023 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)	400,000	250,000	150,000	60%	400,000	100%
Transfer from Stabilization Fund	-	-	-	na	-	na
Encumbrance Carryforward	6,921	1,361	5,560	409%	26,421	26%
Fuel Revolver Fund Balance Unavailable for R/E Calculation (YTD Only)	(4,204,476)	(4,440,112)	235,636	(5%)	-	na
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-	na
Total Other Financing Sources	\$ (3,797,555)	\$ (4,188,751)	\$ 391,196	(9%)	426,421	(891%)

TOTAL REVENUE AND OTHER FINANCING SOURCES	\$ 15,532,816	\$ 12,217,388	\$ 3,315,428	27%	\$ 20,329,021	76%
--	----------------------	----------------------	---------------------	------------	----------------------	------------



Airport Expenses

Operating Expenses for the Quarter Ended Dec 31, 2022

OPERATING EXPENSES WITHOUT DEBT	Quarter Ended Dec 31		QTR/QTR		FY2023 Budget Quarter
	FY2023	FY2022	\$ Change	% Change	
Payroll - Salary	\$ 978,855	\$ 11,150	\$ 967,705	8,679%	\$ 955,425
Medicare P/R Tax Expense	13,817	174	13,643	7,841%	13,850
Medical Insurance	232,697	-	232,697	na	280,500
Barnstable County Retirement	-	506,992	(506,992)	(100%)	221,250
Fixed Based Operations	180,965	223,400	(42,435)	(19%)	174,155
Revolver: Cost of Fuel	1,842,783	1,294,336	548,446	42%	2,375,000
Revolver: Fuel Storage Facility Maintenance	12,983	-	12,983	na	-
Jet Fuel Expense in Excess of Revolving Fund	-	-	-	na	-
Operations	18,519	21,461	(2,942)	(14%)	25,675
Service & Maintenance	238,438	158,930	79,508	50%	216,395
Administration	360,473	341,576	18,897	6%	414,630
General Insurance	10,000	-	10,000	na	51,925
Indirect Costs	50,000	50,000	0	0%	50,000
Other	-	-	-	na	83,905
Total Expenditures - Excluding Debt Service	\$ 3,939,530	\$ 2,608,020	\$ 1,331,510	51%	\$ 4,862,710
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Quarter
Principal	\$ 223,100	\$ 270,000	\$ (46,900)	(17%)	\$ 139,525
Interest	80,596	85,963	(5,366)	(6%)	60,021
Issuance Costs	-	-	-	na	-
BAN Costs, Principal, Interest	75,549	156,146	(80,597)	(52%)	20,000
Other	-	-	-	na	-
Total Debt Service	\$ 379,245	\$ 512,108	\$ (132,863)	(26%)	\$ 219,546
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 4,318,775	\$ 3,120,128	\$ 1,198,647	38%	\$ 5,082,255



Airport Expenses

Operating Expenses for the Six Months Ended Dec 31, 2022							
OPERATING EXPENSES WITHOUT DEBT	Six Months Ended Dec 31		YTD/YTD		FY2023 Budget		% of Budget Used
	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd		
Payroll - Salary	\$ 1,919,154	\$ 104,946	\$ 1,814,209	1,729%	\$ 3,821,699		50%
Medicare P/R Tax Expense	27,048	1,594	25,454	1,597%	55,400		49%
Medical Insurance	434,067	21,297	412,770	1,938%	1,122,001		39%
Barnstable County Retirement	-	506,992	(506,992)	(100%)	885,000		0%
Fixed Based Operations	795,893	730,038	65,855	9%	696,620		114%
Revolver: Cost of Fuel	5,257,055	3,183,256	2,073,798	65%	9,500,000		55%
Revolver: Fuel Storage Facility Maintenance	38,469	-	38,469	na	-		na
Jet Fuel Expense in Excess of Revolving Fund	-	-	-	na	-		na
Operations	38,791	24,862	13,930	56%	102,700		38%
Service & Maintenance	465,953	240,494	225,459	94%	865,579		54%
Administration	734,396	566,507	167,889	30%	1,658,519		44%
General Insurance	102,993	91,898	11,095	12%	207,700		50%
Indirect Costs	100,000	100,000	0	0%	200,000		50%
Other	-	-	-	na	335,620		0%
Total Expenditures - Excluding Debt Service	\$ 9,913,821	\$ 5,571,884	\$ 4,341,937	78%	\$ 19,450,838		51%
DEBT SERVICE	FY2023	FY2022	\$ Change	% Change	Annual w/ Carryfwd		% of Budget Used
Principal	\$ 223,100	\$ 270,000	\$ (46,900)	(17%)	\$ 558,100		40%
Interest	134,146	143,763	(9,616)	(7%)	240,083		56%
Issuance Costs	-	-	-	na	-		na
BAN Costs, Principal, Interest	75,549	156,146	(80,597)	(52%)	80,000		94%
Other	-	-	-	na	-		na
Total Debt Service	\$ 432,795	\$ 569,908	\$ (137,113)	(24%)	\$ 878,183		49%
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 10,346,616	\$ 6,141,792	\$ 4,204,823	54%	\$ 20,329,021		51%

HDC Appeal of 9 Maine Avenue

APPEALS PROCEDURE before the Select Board

The appeal to the Select Board concerns the HDC decision and is not a new hearing of the matter already heard by the HDC. No new information may be brought forth during the appeal process before the Select Board. Any information not previously submitted to the HDC will not be allowed.

1. The chairman opens the public hearing and may outline the procedure to be followed including the time allotment for the statements and rebuttals.
2. The appellant states his/her case and the reason for the appeal.
3. The Historic District Commission defines its position.
4. Rebuttals follow.
5. Public comment may be taken although any separate interests that may be expressed will not become part of the argument.
6. The chairman invites questions from the Board and closes the public hearing.
7. The Board makes a decision or may take the matter under advisement.
8. A written decision is prepared for Board signature.

READE, GULLICKSEN, HANLEY & GIFFORD, LLP

SIX YOUNG'S WAY
NANTUCKET, MASSACHUSETTS 02554

ARTHUR I. READE, JR., P.C.
KENNETH A. GULLICKSEN
MARIANNE HANLEY
WHITNEY A. GIFFORD

(508) 228-3128
FAX: (508) 228-5630

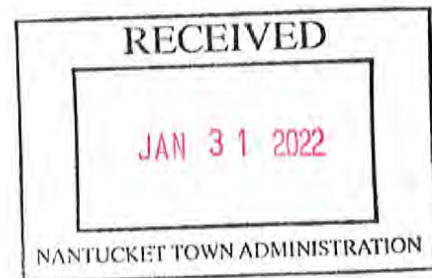
MAILING ADDRESS:

POST OFFICE BOX 2669
NANTUCKET, MASS. 02584

January 31, 2022

BY HAND DELIVERY

Select Board
Town of Nantucket
Town and County Building
Federal and Broad Streets
Nantucket, Massachusetts 02554



Re: Appeal from HDC Decision, HDC2020-10-2033
9 Maine Avenue, Madaket
Charles R. Schwarzapfel, Owner
Assessor's Parcel 60.3.1-425

Ladies and Gentlemen:

My client, Charles R. Schwarzapfel, hereby appeals from the Decision of the Nantucket Historic District Commission ("HDC") in File No. HDC2020-10-2033, which was filed with the Town Clerk on January 20, 2022. (The tenth day after January 20, 2022, that is, January 30, 2022, having fallen on a Sunday, the last day for filing an appeal is today, January 31, 2022.)

The Decision of the HDC denied my client's application for a Certificate of Appropriateness for the installation of an in-ground salt water pool with bluestone patio and vegetative screening.

The Decision of the HDC states no reasons for the denial of my client's application.

The Decision of the HDC is arbitrary and capricious, and exceeds the authority of the HDC.

Enclosed herewith is a certified copy of the Decision of the HDC, together with copies of applicable portions of the minutes of all meetings of the HDC at which this matter was

READE, GULLICKSEN, HANLEY & GIFFORD, LLP

Select Board
Town of Nantucket
January 31, 2022
Page Two

reviewed, and a check payable to the Inquirer and Mirror for the costs of publication.

I would be available to attend a public hearing before the Select Board to present this matter on March 2, March 9, March 30, or any Wednesday in April, 2022.

Very truly yours,

A handwritten signature in black ink, appearing to read "Arthur I. Reade, Jr.", written in a cursive style.

Arthur I. Reade, Jr.
air@readelaw.com

Enclosures

AIR/irv

CERTIFICATE NO: HDC 2020-10-7033

DATE ISSUED: 1/16/2022

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference. The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

AX MAP N°: 603.1 PARCEL N°: 425
 Street & Number of Proposed Work: 9 MAINE AVE
 Owner of record: MR. CHARLES SCHWARZAPFEL
 Mailing Address: 9 MAINE AVE
NANTUCKET MA
 Contact Phone #: _____ E-mail: _____

AGENT INFORMATION (if applicable)

Name: KLAG
 Mailing Address: PO BOX 1814
NANTUCKET MA
 Contact Phone #: 228-5631 E-mail: _____
Free@NANTUCKETARCHITECTURE.COM

FOR OFFICE USE ONLY

Date application received: 10/9/2020 Fee Paid: \$ 200
 Must be acted on by: 1/20/21, 3/21/21, 5/20/21, 12/31/21
 Extended to: _____
 Approved: [Signature] Disapproved: [Signature]
 Chairman: [Signature] (Chair)
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions
* Denial due to lack of response
DENIED
 ATTEST: TRUE COPY
[Signature]
 NANTUCKET TOWN & COUNTY CLERK

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.
☒ Pool (Zoning District 10) ☐ Roof ☐ Other _____
 Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
 Width: 12 Sq. Footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. Footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____
 Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks

Historic Name: _____ (describe) 1. East Elevation SALTWATER INCREASING POOL BY RANDOM
 Original Date: _____ 2. South Elevation BLUESTONE PATIO & NATIVE PLANT
 Original Builder: _____ 3. West Elevation SCREENING
 4. North Elevation _____
 *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
 Roof Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
 Roofing material: ☐ Asphalt: ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____
 Fence: Height: 3'-0"
 Type: TRIP 2
 Length: 24'

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size):

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side
☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____

Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall _____ Clapboard (if applicable) _____ Roof _____
 Trim _____ Sash _____ Doors _____
 Deck _____ Foundation _____ Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

III. CONSENT WITH CONDITIONS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	59 Bartlett Road, LLC 01-2663	59 Bartlett Road	Driveway/ramp	66/99.1	Linda Williams
	• Due to minimal visibility				
2.	Sig Heller 01-2658	17 Margaret's Way	Rev 44884; pool autocvr	20/65	Linda Williams
	• Pool must not be visible at time of inspection and in perpetuity				
3.	Joseph Kelly 01-2657	4 Hollister Road	Shed	92.4/275	Linda Williams
	• Due to lack of visibility				
4.	Paula Barth 01-2659	18 Gardner Street	Expd deck 53sf/dr chg	42.3.4/81	Chuck Lenhart/SCI
	• Due to lack of visibility				
5.	John Manera 01-2656	5 Bartlett Road (portion)	New dwelling	55/102.3	Linda Williams
	• Remove capitals and plinths and keep railing/balusters				
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	None				
Representing	None				
Sign Advisory	None				
Concerns	No additional concerns.				
Motion	Motion to Approve through staff per noted conditions. (Coombs)				
Roll-call Vote	Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye			Certificate #	HDC2021-01-(as noted)

IV. NEW BUSINESS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	Landscape design plans, site plan, photos, correspondence, and advisory comments.				
Representing	Steve Theroux, Nantucket Architectural Group				
Public	None				
Concerns (5:34)	Theroux – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial. Discussing where this lot is located and possible exposure to abutting roads. Backus – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape. Flynn – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way. Coombs – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission. Oliver – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board. McLaughlin – He doesn't think there should be any problem. Camp – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character. Pohl – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.				
Motion	Motion to Hold for revisions and to go back to MAB. (Camp)				
Roll-call Vote	Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye			Certificate #	

12. Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver			
Alternates	Welch, Thornewill			
Recused	None			
Documentation	Landscape design plans, site plan, photos, correspondence, historic documentation, and advisory comments.			
Representing	Steve Theroux, Nantucket Architectural Group			
Public	Linda Williams, MAB			
Concerns (6:25)	Theroux – Reviewed changes made per previous concerns; reviewed history of Eel Skin Inn from a 1-room shack on North Cambridge Street to what is now on Maine Avenue; in 1970, this was ruled as not a historic structure; reviewed fences in the area for context regarding the screening fence; a lot of the objecting neighbors don't want a pool in their neighborhood. Asked for a resolution tonight. Williams – Across Millie's Bridge, the area is very different; this doesn't fit with the character of Smith's Point; a fence will draw attention to the fact something is being hidden; this is inappropriate in this setting; no location for lighting and pool equipment. Pohl – The letters were sent to commissioners earlier. Camp – It's hard to talk about this site without talking about the surrounding streetscape; this area is much to rural for a pool. She wants to keep the site as is. Oliver – The amount of fencing being proposed will jeopardize the visual quality and character of place. The photos show that there are no extensive, closed-in yards; fencing in the area does enclose small yards and/or equipment. This area is open beach area; the fencing is incongruent with the beach-side area. This would set a negative precedent. The fencing should be around the pool only with plantings of the area to make it inconspicuous. Coombs – Her concern is the pool as part of the area landscape is inappropriate. Part of our mission is to approve something that maintains the streetscape and so is not appropriate for this area. Agrees with what's been said. McLaughlin – We should have set a regulation that pool screening should be no more than 20 feet from the edge of the pool. There is a lot of low brush there but he's okay with screening the pool. Pohl – The vegetation is all very low, reminiscent of the Cisco pool controversy. To add a board fence to this very flat, severe landscape would be a disservice to the area. If there is going to be a pool at all, the screening should be more natural vegetation harmonious with existing vegetation. It's unlikely that an approval through staff would go forward tonight. Confirmed Mr. Theroux is going on record requesting a resolution rather than allowing further revisions. Discussion about issuing a denial or holding.			
Motion	Motion to Hold for revisions. (Oliver)			
Roll-call Vote	Carried 5-0//Camp, McLaughlin, Coombs, Oliver, and Pohl-aye		Certificate #	
13. 46 Union Street N.T. 02-2843	46 Union Street	Addition	42.2.3/28	M. Cutone Arch
Voting	Camp (acting chair), McLaughlin, Oliver, Welch, Thornewill			
Alternates	None			
Recused	Coombs			
Documentation	Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.			
Representing	Doug Mills, Mark Cutone Architecture			
Public	None			
Concerns (6:50)	Mills – Reviewed changes made per previous concerns. Backus – Read HSAB comments March 15: no concerns. There was discussion about color; this application will need a sister application for historic determination. Oliver – Appreciates the changes; most of her concerns were addressed. Northeast elevation, the little square windows in the middle gable seem out of place; suggested moving one window to the southeast or installing a skylight on the southeast roof plane and eliminating the small windows on the northeast. Welch – Appreciates the changes. Not as concerned about the small windows; it would be great if there is a more era-specific style window. Thornewill – Likes the subtle change separating the masses. Agrees with Ms. Oliver about the northeast elevation little windows. Camp – She had concerns with lining up the southeast windows; the triple ganged windows would look better if the left window aligned with the 2nd-floor window. McLaughlin – The changes to this house as submitted fit into the area.			
Motion	Motion to Approve through staff with the two small 4-light windows removed from the northeast and a 2X3, wood-trim skylight added to the southeast elevation roof plane and align the southeast triple ganged window with the 2nd floor window. (Oliver)			
Roll-call Vote	Carried 5-0//Oliver, Thornewill, McLaughlin, Welch, and Camp-aye		Certificate #	HDC2021-02-2843



HISTORIC DISTRICT COMMISSION REGULAR MEETING

2 Fairgrounds Road
Nantucket, Massachusetts 02554
www.nantucket-ma.gov

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

~~ MINUTES ~~

Thursday, January 6, 2022

This meeting was held via remote participation using ZOOM and YouTube.

Called to order at 1:00 pm. and announcements by Ms. Camp

Staff in attendance: Holly Backus, Preservation Planner; Esmeralda Martinez; PLUS Administrative Specialist; Terry Norton, Town Minutes Taker
Attending Members: Camp, McLaughlin, Coombs, Oliver, Thornewill
Absent Members: Pohl, Welch, Dutra
Late Arrivals: McLaughlin, 1:17 pm
Early Departures: None

Adoption of Agenda.

Motion **Motion to Approve as drafted. (Coombs)**

Roll-call vote Carried 4-0//Oliver, Thornewill, Camp, and Coombs-aye

I. PUBLIC COMMENT

Backus – We no longer not have an HDC Compliance Coordinator for the Town

II. DISCUSSION OF PRE-STAINED WHITE CEDAR SHINGLES

Voting Camp, McLaughlin, Coombs, Oliver, Thornewill

Concerns Held for a full board

III. CONSENTS

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. Eileen Harkness 12-5286	5 Gardner Perry Lane	Rev. 07-4216: color change	55/32.1	Thornewill Design
Voting	Camp, Coombs, Oliver			
Alternates	None			
Recused	Thornewill			
Documentation	None			
Representing	None			
Public	None			
Concerns	No concerns.			
Motion	Motion to Approve. (Coombs)			
Roll-call Vote	Carried 3-0//Oliver, Camp, and Coombs-aye		Certificate #	HDC2021-12-5286

IV. DENIAL

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. Charles Schwarzapfel 10-2033	9 Main Avenue	Pool	60.3.1/425	NAG
• Denial due to lack of response				
Voting	Camp, Coombs, Oliver, Thornewill			
Alternates	None			
Recused	None			
Documentation	None			
Representing	None			
Public	None			
Concerns	None			
Motion	Motion to Deny for lack of response. (Coombs)			
Roll-call Vote	Carried 4-0//Thornewill, Oliver, Camp, and Coombs-aye		Certificate #	HDC2021-10-2033

HDC File



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Carrie Thornewill

Jesse Dutra

Stephen Welch

STAFF

Esmeralda C. Martinez
Land Use Specialist
emartinez@nantucket-ma.gov

STAFF LIAISON

Holly E. Backus
Preservation Planner
hbackus@nantucket-ma.gov

March 18, 2022

Dear Select Board,

On behalf of the Nantucket Historic District Commission (HDC), I am responding to the appeal filed by Attorney Arthur Reade in behalf of Charles R. Schwarzapfel, related to the Denial of COA HDC2020-10-2033 on January 6, 2022 for a pool and related hardscape. To watch the discussion at the HDC January 6, 2022 meeting, please click on the following link: [Nantucket Historic District Commission -01/06/22 - YouTube](#) forward to 7:40 – 8:00.

This application was reviewed by the Commission on 01/14/21, and 03/30/21. During the two hearings, there were requests from the public, abutter's, a few HDC Commissioners for revisions on the proposed pool and related hardscape. As with any contentious application, the HDC file includes letters from concerned neighbors for the Commission's consideration in the during the review of the application.

The HDC did deny this application; but the decision was not arbitrary or capricious as alleged by the applicant. At the last hearing on this project on January 6, 2022, there were four sitting members on this application. This application was denied "due to lack of response" because the agent for the applicant refused to sign an extension form upon repeated requests. Regular office procedures required by law is to reach out formally by via email, phone call, or in-person to the applicant's agent requesting an extension on their HDC application allowing the applicant to revise the submission and grant sufficient time to adequately review the application if necessary. On December 9, 2021, staff sent out the first email to the Agent Steve Theroux from Nantucket Architectural Group; in the email, an extension was specifically asked for and for the extension form to be signed and returned. Otherwise, in the absence of a signature, the project will be denied without prejudice due to lack of response. Multiple attempts via email were made on dates 12/09/2021, 12/23/2021 and 12/31/2021 with the deadline for action being 12/31/2021. The last attempt was made on January 3, 2022 when Agent Stephen Theroux came in person to the office on other matters. Staff approached him to sign the extension form. He proceeded to state that on behalf of his clients, he was refusing to sign the extension form.

The HDC had exhausted all options at that point and on January 4, 2022, said application for the pool and hardscape at 9 Maine Avenue was placed on the agenda to be heard on January 6, 2022. The HDC considered all options and the history of the matter and found that they had no other choice but to deny the application. The application was not denied on the merits but on the time sensitive issue that had to be decided to avoid a constructive grant.

Sincerely,

Esmeralda C. Martinez
Land Use Specialist / HDC Compliance Coordinator

9 MAINE AVENUE PACKET

MINUTES



HISTORIC DISTRICT COMMISSION REGULAR MEETING

2 Fairgrounds Road
Nantucket, Massachusetts 02554
www.nantucket-ma.gov

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

~~ MINUTES ~~

Thursday, January 6, 2022

This meeting was held via remote participation using ZOOM and YouTube.

Called to order at 1:00 pm. and announcements by Ms. Camp

Staff in attendance: Holly Backus, Preservation Planner; Esmeralda Martinez; PLUS Administrative Specialist; Terry Norton, Town Minutes Taker
Attending Members: Camp, McLaughlin, Coombs, Oliver, Thornewill
Absent Members: Pohl, Welch, Dutra
Late Arrivals: McLaughlin, 1:17 pm
Early Departures: None

Adoption of Agenda.

Motion **Motion to Approve as drafted. (Coombs)**

Roll-call vote Carried 4-0//Oliver, Thornewill, Camp, and Coombs-aye

I. PUBLIC COMMENT

Backus – We no longer not have an HDC Compliance Coordinator for the Town

II. DISCUSSION OF PRE-STAINED WHITE CEDAR SHINGLES

Voting Camp, McLaughlin, Coombs, Oliver, Thornewill
Concerns Held for a full board

III. CONSENTS

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. Eileen Harkness 12-5286	5 Gardner Perry Lane	Rev. 07-4216: color change	55/32.1	Thornewill Design
Voting	Camp, Coombs, Oliver			
Alternates	None			
Recused	Thornewill			
Documentation	None			
Representing	None			
Public	None			
Concerns	No concerns.			
Motion	Motion to Approve. (Coombs)			
Roll-call Vote	Carried 3-0//Oliver, Camp, and Coombs-aye			
		Certificate #	HDC2021-12-5286	

IV. DENIAL

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. Charles Schwarzapfel 10-2033	9 Main Avenue	Pool	60.3.1/425	NAG
• Denial due to lack of response				
Voting	Camp, Coombs, Oliver, Thornewill			
Alternates	None			
Recused	None			
Documentation	None			
Representing	None			
Public	None			
Concerns	None			
Motion	Motion to Deny for lack of response. (Coombs)			
Roll-call Vote	Carried 4-0//Thornewill, Oliver, Camp, and Coombs-aye			
		Certificate #	HDC2021-10-2033	

Hold

12. Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver			
Alternates	Welch, Thornewill			
Recused	None			
Documentation	Landscape design plans, site plan, photos, correspondence, historic documentation, and advisory comments.			
Representing	Steve Theroux, Nantucket Architectural Group			
Public	Linda Williams, MAB			
Concerns (6:25)	Theroux – Reviewed changes made per previous concerns; reviewed history of Eel Skin Inn from a 1-room shack on North Cambridge Street to what is now on Maine Avenue; in 1970, this was ruled as not a historic structure; reviewed fences in the area for context regarding the screening fence; a lot of the objecting neighbors don't want a pool in their neighborhood. Asked for a resolution tonight. Williams – Across Millie's Bridge, the area is very different; this doesn't fit with the character of Smith's Point; a fence will draw attention to the fact something is being hidden; this is inappropriate in this setting; no location for lighting and pool equipment. Pohl – The letters were sent to commissioners earlier. Camp – It's hard to talk about this site without talking about the surrounding streetscape; this area is much too rural for a pool. She wants to keep the site as is. Oliver – The amount of fencing being proposed will jeopardize the visual quality and character of place. The photos show that there are no extensive, closed-in yards; fencing in the area does enclose small yards and/or equipment. This area is open beach area; the fencing is incongruent with the beach-side area. This would set a negative precedent. The fencing should be around the pool only with plantings of the area to make it inconspicuous. Coombs – Her concern is the pool as part of the area landscape is inappropriate. Part of our mission is to approve something that maintains the streetscape and so is not appropriate for this area. Agrees with what's been said. McLaughlin – We should have set a regulation that pool screening should be no more than 20 feet from the edge of the pool. There is a lot of low brush there but he's okay with screening the pool. Pohl – The vegetation is all very low, reminiscent of the Cisco pool controversy. To add a board fence to this very flat, severe landscape would be a disservice to the area. If there is going to be a pool at all, the screening should be more natural vegetation harmonious with existing vegetation. It's unlikely that an approval through staff would go forward tonight. Confirmed Mr. Theroux is going on record requesting a resolution rather than allowing further revisions. Discussion about issuing a denial or holding.			
Motion	Motion to Hold for revisions. (Oliver)			
Roll-call Vote	Carried 5-0//Camp, McLaughlin, Coombs, Oliver, and Pohl-aye		Certificate #	
13. 46 Union Street N.T. 02-2843	46 Union Street	Addition	42.2.3/28	M. Cutone Arch
Voting	Camp (acting chair), McLaughlin, Oliver, Welch, Thornewill			
Alternates	None			
Recused	Coombs			
Documentation	Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.			
Representing	Doug Mills, Mark Cutone Architecture			
Public	None			
Concerns (6:50)	Mills – Reviewed changes made per previous concerns. Backus – Read HSAB comments March 15: no concerns. There was discussion about color; this application will need a sister application for historic determination. Oliver – Appreciates the changes; most of her concerns were addressed. Northeast elevation, the little square windows in the middle gable seem out of place; suggested moving one window to the southeast or installing a skylight on the southeast roof plane and eliminating the small windows on the northeast. Welch – Appreciates the changes. Not as concerned about the small windows; it would be great if there is a more era-specific style window. Thornewill – Likes the subtle change separating the masses. Agrees with Ms. Oliver about the northeast elevation little windows. Camp – She had concerns with lining up the southeast windows; the triple ganged windows would look better if the left window aligned with the 2nd-floor window. McLaughlin – The changes to this house as submitted fit into the area.			
Motion	Motion to Approve through staff with the two small 4-light windows removed from the northeast and a 2X3, wood-trim skylight added to the southeast elevation roof plane and align the southeast triple ganged window with the 2 nd floor window. (Oliver)			
Roll-call Vote	Carried 5-0//Oliver, Thornewill, McLaughlin, Welch, and Camp-aye		Certificate #	HDC2021-02-2843

Charles S. Schwarzapfel

02/28/21

12/31/21

Hold for 01/14

Proposed HDC Minutes for January 7, 2021

VI. NEW BUSINESS

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. Melanie Gowen 12-2621	5 Boyers Alley Way	Shed	55.4.1/96	Self
Voting	Pohl, Coombs, McLaughlin, Camp,			
Alternates	Welch, Thornewill			
Recused	None			
Documentation	None			
Representing	None			
Public	None			
Concerns (2:12)	Flynn – Ms. Gowen is submitting new plans and asked that it be withdrawn.			
Motion	No action taken.			
Roll-call Vote	N/A			
			Certificate #	
2. Donald Torey 12-2623	63 West Chester Street	Fenest + roof walk	41/222.2	Robert Newman SCI
Voting	Pohl, Coombs, McLaughlin, Camp, Thornewill			
Alternates	Welch			
Recused	None			
Documentation	Architectural elevation plans, site plan, and photos.			
Representing	Robert Newman, Sandcastle Construction Inc.			
Public	None			
Concerns (2:13)	Newman – Presented project; west elevation isn't visible. Coombs – The roof walk should be eliminated; it makes the house very busy. North and west elevation, the 20-pane doors is very heavy. Camp – No concerns. McLaughlin – North elevation has a lot of glazing with the large sliding doors. Thornewill – Would prefer the 20-light doors become 15-light doors. Okay with the design and roof walk. Pohl – Agrees with Ms. Thornewill. The roof walk should have a center post on the long side. The 20-light sliding doors are too wide; should be reduced to 15-light doors.			
Motion	Motion to Approve through staff with a center post on the length of the roof walk and reducing the 20-light, 8-foot-wide doors to 6-foot-wide, 15-light doors. (Thornewill)			
Roll-call Vote	Carried 4-1//McLaughlin, Camp, Thornewill, and Pohl-aye; Coombs-nay			Certificate # HDC2020-12-2623
3. John H Reilly Trust 12-2620	1 Howard Street	New found + fenest	42.3.3/106	EMDA
Voting	Pohl, Coombs, McLaughlin, Camp, Welch			
Alternates	Thornewill			
Recused	None			
Documentation	Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.			
Representing	Ethan McMorrow, E. McMorrow Design Associates			
Public	None			
Concerns (2:28)	Backus – Read HSAB comments: issue with clapboard on 3 sides, only on the south though prefer no clapboard; clapboard shouldn't be white. Circa 1920 Colonial revival. McMorrow – Presented project; would like to keep clapboard on side facing the street; open to Nantucket grey clapboard with black shutters and white sash. Coombs – Clapboard should go on the south elevation only; it's more presentable than clapboard on the side. Camp – She's okay with this if the clapboard is grey. Welch – No clapboard on the west elevation; agrees with HSAB. McLaughlin – No concerns.			
Motion	Motion to Approve through staff with no clapboard on the west and north elevations. (Welch)			
Roll-call Vote	Carried 5-0//McLaughlin, Camp, Camp, Welch, and Pohl-aye			Certificate # HDC2020-12-2620

Following items held for January 14th.

4. Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
5. Frederick Hahn 12-2618	50 Eel Point Road	New dwelling	32/25.1	EMDA
6. Karli Hagedorn 12-2615	34 West Chester Street	Garage	41/31	Normand Residential
7. 22 BLVD 12-2614	22 Boulevarde	Rev.09-1780:rmv dmrs	80/327	Normand Residential
8. Leanne Baker 12-2617	38 Monohansett Road	Move on +minor mods	79/60	Brook Meerbergen
9. Candice Heydt Trust 12-2626	20 Brant Point Road	Stairs to roof walk	29/153	Val Oliver Design
10. Grey Lady Lane, LLC 12-2627	3 Grey Lady Lane	New dwelling	66/713	Val Oliver Design
11. William Buckland 12-2631	113 Hummock Pond Rd	As-built patio&pergola	56/59	Self
12. Barnett-Clearly Family 12-2634	1 Morgan Square	Demo dwelling	87/33	Bessey Construction
13. Barnett-Clearly Family 12-2635	1 Morgan Square	New dwelling	87/33	Bessey Construction
14. Barbara Phillips Trust 12-2628	7 North Liberty Street	Renew COA 58357	42.3.4/6	Val Oliver Design

Hold

Proposed HDC Minutes for January 14, 2021

III. CONSENT WITH CONDITIONS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	59 Bartlett Road, LLC 01-2663	59 Bartlett Road	Driveway/ramp	66/99.1	Linda Williams
	• Due to minimal visibility				
2.	Sig Heller 01-2658	17 Margaret's Way	Rev 44884; pool autocvr	20/65	Linda Williams
	• Pool must not be visible at time of inspection and in perpetuity				
3.	Joseph Kelly 01-2657	4 Hollister Road	Shed	92.4/275	Linda Williams
	• Due to lack of visibility				
4.	Paula Barth 01-2659	18 Gardner Street	Expd deck 53sf/dr chg	42.3.4/81	Chuck Lenhart/SCI
	• Due to lack of visibility				
5.	John Manera 01-2656	5 Bartlett Road (portion)	New dwelling	55/102.3	Linda Williams
	• Remove capitals and plinths and keep railing/balusters				
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	None				
Representing	None				
Sign Advisory	None				
Concerns	No additional concerns.				
Motion	Motion to Approve through staff per noted conditions. (Coombs)				
Roll-call Vote	Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye			Certificate #	HDC2021-01-(as noted)

IV. NEW BUSINESS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	Landscape design plans, site plan, photos, correspondence, and advisory comments.				
Representing	Steve Theroux, Nantucket Architectural Group				
Public	None				
Concerns (5:34)	Theroux – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial. Discussing where this lot is located and possible exposure to abutting roads. Backus – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape. Flynn – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way. Coombs – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission. Oliver – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board. McLaughlin – He doesn't think there should be any problem. Camp – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character. Pohl – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.				
Motion	Motion to Hold for revisions and to go back to MAB. (Camp)				
Roll-call Vote	Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye			Certificate #	

Charles S.
3/21/21 5/20/21

CERTIFICATE NO: HDC 2020-10-2033

DATE ISSUED: 1/16/2022

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

This certificate is valid for three years from date of issuance. No structure may differ on the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

AX MAP N°: 6031 PARCEL N°: 425
 Street & Number of Proposed Work: 9 MAINE AVE
 Owner of record: MR. CHARLES SCHWARTZ APPEL
 Mailing Address: 9 MAINE AVE
NANTUCKET MA
 Contact Phone #: _____ E-mail: _____

AGENT INFORMATION (if applicable)

Name: KLAG
 Mailing Address: PO BOX 1814
NANTUCKET MA
 Contact Phone #: 228-52731 E-mail: _____
Free NANTUCKETARCHITECTURE.COM

FOR OFFICE USE ONLY

Date application received: 10/9/2020 Fee Paid: \$ 241
 Must be acted on by: 1/24/21, 3/24/21, 5/24/21, 7/24/21
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____ (acting)
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions
* Denial due to lack of response *

DENIED

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☒ Pool (Zoning District VR) ☐ Roof ☐ Other _____
 Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
 Width: 12 Sq. Footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. Footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____
 Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks: REVISIONS
 (describe) 2. South Elevation SALTWATER INCREASED pool by RANDOM
 3. West Elevation BLUESTONE PATIO & LARGE PLANT
 4. North Elevation SCREENING
 Historic Name: _____
 Original Date: _____
 Original Builder: _____
 *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
 Roof Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
 Roofing material: ☐ Asphalt ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____
 Fence: Height: 3'0
 Type: TYP 2
 Length: 24'

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size): _____

Sidewall: ☐ White cedar shingles _____ ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____
 Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____
☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____

Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall _____ Clapboard (if applicable) _____ Roof _____
 Trim _____ Sash _____ Doors _____
 Deck _____ Foundation _____ Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date: 1/12/2022 Signature of owner of record _____ Signed under penalties of perjury _____

CORRESPONDENCE
FROM STAFF

Adrian Rodriguez

From: Adrian Rodriguez
Sent: Thursday, December 9, 2021 10:31 AM
To: 'Stephen Theroux'
Cc: Esmeralda Martinez
Subject: HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"
Attachments: JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

Hello,

****Please note: The attached is a fillable sheet and is an acceptable method of signing these extensions.**

This message is to inform you that your application(s) listed below will soon reach the 60-day deadline for applicant action. If you wish to extend the application to allow more time to submit revised plans or if you just recently submitted revised plans, please sign and return the attached extension form (one for each project). Alternatively you can withdraw the listed project(s) by indicating that you would like to do so in a response. If the extension form is not signed and returned, the project will be denied without prejudice due to lack of response.

- 9 MAINE AVE. FOR "POOL"

Adrian Rodriguez

PLUS Administrative Specialist

arodriguez@nantucket-ma.gov

Town of Nantucket
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

www.nantucket-ma.gov

Adrian Rodriguez

From: Adrian Rodriguez
Sent: Thursday, December 23, 2021 10:21 AM
To: 'Stephen Theroux'
Cc: Esmeralda Martinez
Subject: HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"
Attachments: JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

Hello,

****Please note: The attached is a fillable sheet and is an acceptable method of signing these extensions.**

This message is to inform you that your application(s) listed below will soon reach the 60-day deadline for applicant action. If you wish to extend the application to allow more time to submit revised plans or if you just recently submitted revised plans, please sign and return the attached extension form (one for each project). Alternatively you can withdraw the listed project(s) by indicating that you would like to do so in a response. If the extension form is not signed and returned, the project will be denied without prejudice due to lack of response.

- 9 MAINE AVE. FOR "POOL"

Adrian Rodriguez

PLUS Administrative Specialist

arodriguez@nantucket-ma.gov

Town of Nantucket
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

www.nantucket-ma.gov

Adrian Rodriguez

From: Adrian Rodriguez
Sent: Thursday, December 30, 2021 11:18 AM
To: 'Stephen Theroux'
Subject: HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"
Attachments: JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

Hello,

****Please note: The attached is a fillable sheet and is an acceptable method of signing these extensions.**

This message is to inform you that your application(s) listed below will soon reach the 60-day deadline for applicant action. If you wish to extend the application to allow more time to submit revised plans or if you just recently submitted revised plans, please sign and return the attached extension form (one for each project). Alternatively you can withdraw the listed project(s) by indicating that you would like to do so in a response. If the extension form is not signed and returned, the project will be denied without prejudice due to lack of response.

- 9 MAINE AVE. FOR "POOL"

Adrian Rodriguez

PLUS Administrative Specialist

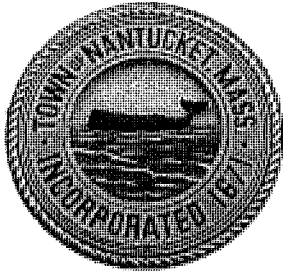
arodriguez@nantucket-ma.gov

Town of Nantucket
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

www.nantucket-ma.gov



Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 5/1/2021

Map: 60.3.1 Parcel 425

Address of Property: 9 MAINE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

Mr. Charles Schwarzappel owner

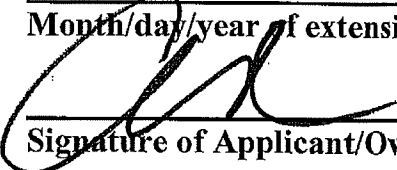
Stephen Theroux MAG

Scope of Work: Pool

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

August 31, 2021

Month/day/year of extension termination


Signature of Applicant/Owner/Representative

Stephen Theroux
Please print name of signatory



Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 3/15/2021

Map: 60-3.1 Parcel 425

Address of Property: 9 Maine Ave

Applicant(s)/Owner(s)/Representative(s) Name:

Stephen Therox

Scope of Work: pod & fence

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

May 20, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen Therox
Please print name of signatory



Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 8/16/2021

Map: 60.3.1 **Parcel** 425

Address of Property: 9 Maine Avenue

Applicant(s)/Owner(s)/Representative(s) Name:

Stephen Theroux NAG

Scope of Work: Proposed pool

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

December 31, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen Theroux

Please print name of signatory

Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 3/22/2021

60.3.1/425

To: Historic District Commission
From: Madaket Advisory Board

Members Present

(X) Linda Williams- Chair (X) Brad Fleming (X) Tom Erichsen (R) Bruce Mandel (X) Robert Kucharavy
Alternate: () Mark Palmer

Applicant: Charles Schwarzapfel Address: 9 Maine Ave- Pool

Historic information/known history

(X) Non-Contributing () Contributing () Individually significant

Comments

() Incomplete application () Historical information needed () No Concerns () Recommend View

() Does not meet guidelines **(X) Not appropriate** (As noted below)

Recommendations:

- Location of the lighting of the pool and the pool equipment
- Does not fit the character of Smith's Point, out of context for the neighborhood
- The visual impact of what has to be done to screen the pool
- Close proximity to Eel Skin Inn- historical character

Public Comment

Robert and Bonnie Havery, 6 Maine Ave - Suggested Screen from beach and NH Ave. Would like HDC to consider historic value of Eel Skin Inn.

Pat Catchpole, 8 Maine Ave- not in context with area, pool lighting a concern. Screening life span- Pool equipment location and pool lighting

Andrea Baier: represents homeowner at 19 NH Ave. lighting and pool equipment location.

Motion on Recommendations:

Motion to accept comments made by RK; Seconded by TE

4-1 Fleming, Erichsen, Kucharavy and Williams- aye//Mandel- Recused

CF



Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 1/8/2021

Map: 60.3.1 Parcel 425

Address of Property: 9 MAINE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

Stephen D. Theroux DAg

Scope of Work: 12x24 pool & patio

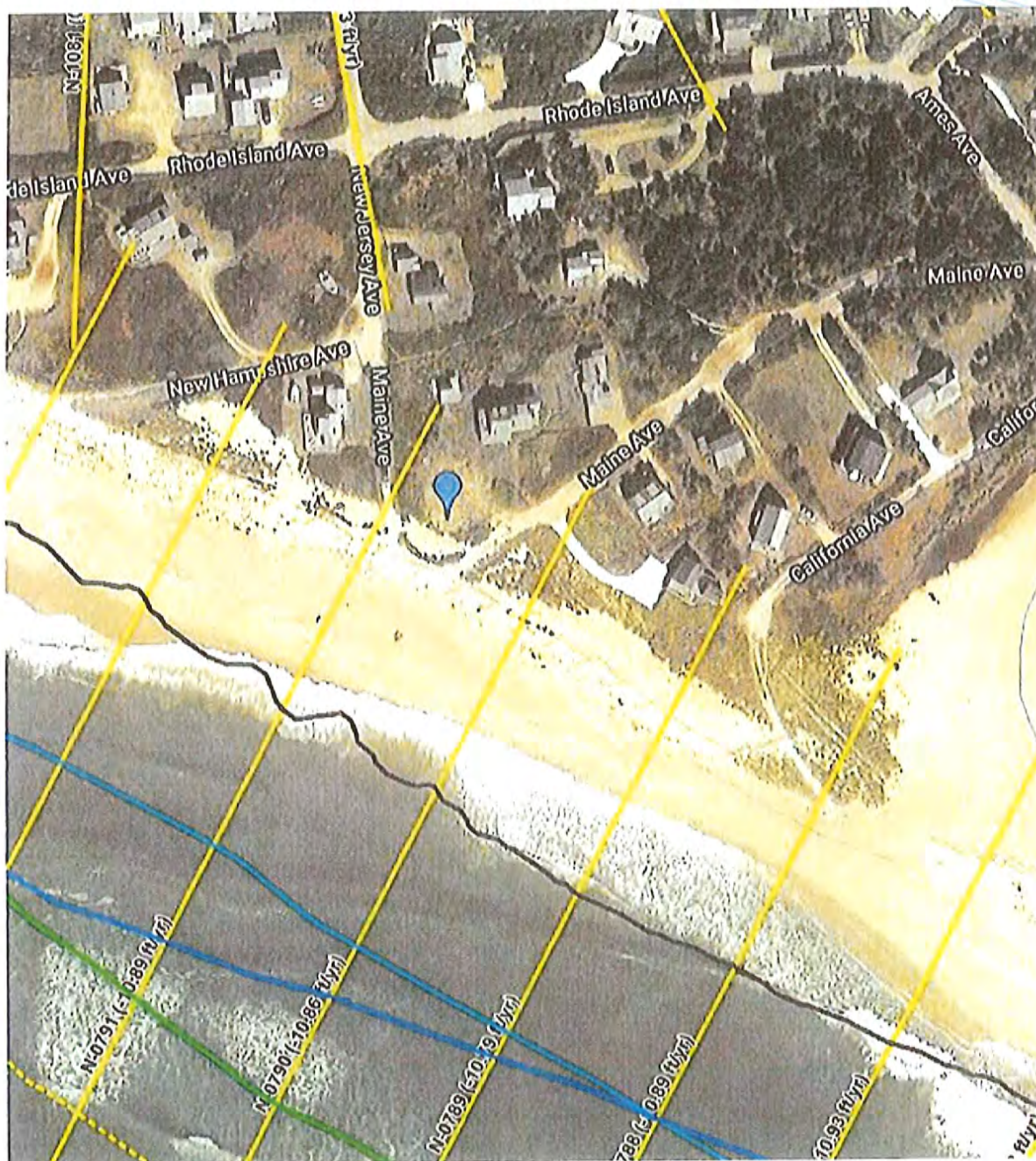
A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

March 21, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen D. Theroux
Please print name of signatory



Historic District Commission

OLD BUSINESS CHECKLIST



Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Ma 02554
508-325-7587

This checklist **MUST** be submitted with your application.

*Refer to the HDC Policies and Procedures for Applicants for further information link below:

<https://www.nantucket-ma.gov/DocumentCenter/View/28657/HDC-Policies-and-Procedures-for-Applicants-revised>

Failure to submit the required documents below for an Old Business meeting **MAY** result in delays.

✓	Sign in submission at Front Desk
	HDC case number: (ex HDC2020-xx-xxxx), if applicable 05-0895 10-2033
✓	Copy of Minutes (application item circled)
✓	Reduced (8 1/2 x 11) copy of application
✓	Locus Map: 4 copies: https://www.nantucket-ma.gov/151/GIS-Maps
✓	Four (4) copies of additional information requested by Commission- if applicable (i.e. pictures, FEMA flood Certificate, etc.)
✓	Four (4) Large sets of plans at 3/16" or 1/4" scale (circle all that apply) a. Site Plan b. North Elevation c. South Elevation d. East Elevation e. West Elevation f. Window/Door Schedule
✓	One set reduced plans: 8 1/2 x 11
✓	Electronic Submission: Each of the foregoing documents (including this checklist) MUST BE scanned to a single PDF file and emailed to hdcsubmissions@nantucket-ma.gov .
	Signed Affidavit: see reverse side

III. CONSENT WITH CONDITIONS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	59 Bartlett Road, LLC 01-2663	59 Bartlett Road	Driveway/ramp	66/99.1	Linda Williams
	• Due to minimal visibility				
2.	Sig Heller 01-2658	17 Margaret's Way	Rev 44884; pool autocvr	20/65	Linda Williams
	• Pool must not be visible at time of inspection and in perpetuity				
3.	Joseph Kelly 01-2657	4 Hollister Road	Shed	92.4/275	Linda Williams
	• Due to lack of visibility				
4.	Paula Barth 01-2659	18 Gardner Street	Expd deck 53sf/dr chg	42.3.4/81	Chuck Lenhart/SCI
	• Due to lack of visibility				
5.	John Manera 01-2656	5 Bartlett Road (portion)	New dwelling	55/102.3	Linda Williams
	• Remove capitals and plinths and keep railing/balusters				
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	None				
Representing	None				
Sign Advisory	None				
Concerns	No additional concerns.				
Motion	Motion to Approve through staff per noted conditions. (Coombs)				
Roll-call Vote	Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye			Certificate #	HDC2021-01-(as noted)

IV. NEW BUSINESS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	Landscape design plans, site plan, photos, correspondence, and advisory comments.				
Representing	Steve Theroux, Nantucket Architectural Group				
Public	None				
Concerns (5:30)	Theroux – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial. Discussing where this lot is located and possible exposure to abutting roads. Backus – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape. Flynn – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way. Coombs – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission. Oliver – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board. McLaughlin – He doesn't think there should be any problem. Camp – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character. Pohl – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.				
Motion	Motion to Hold for revisions and to go back to MAB. (Camp)				
Roll-call Vote	Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye			Certificate #	



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587
Email: hdcsubmissions@nantucket-ma.gov

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

Waiver of the HDC 10 Day Hearing Requirement

I Stephen Theroux
AS AGENT FOR Charles Schwarzappel
STREET ADDRESS 9 MAINE AVE
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON
3/9/2021

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet
within ten (10) days of the receipt of an application for a certificate of
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

 3/9/2021
Signature Date

8/12/11

October 8, 2020



Property Information

Property ID 60.3.1.425
Location 9 MAINE AV
Owner SCHWARZAPFEL CHARLES R



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Geometry updated 11/13/2018
Data updated 11/19/2018

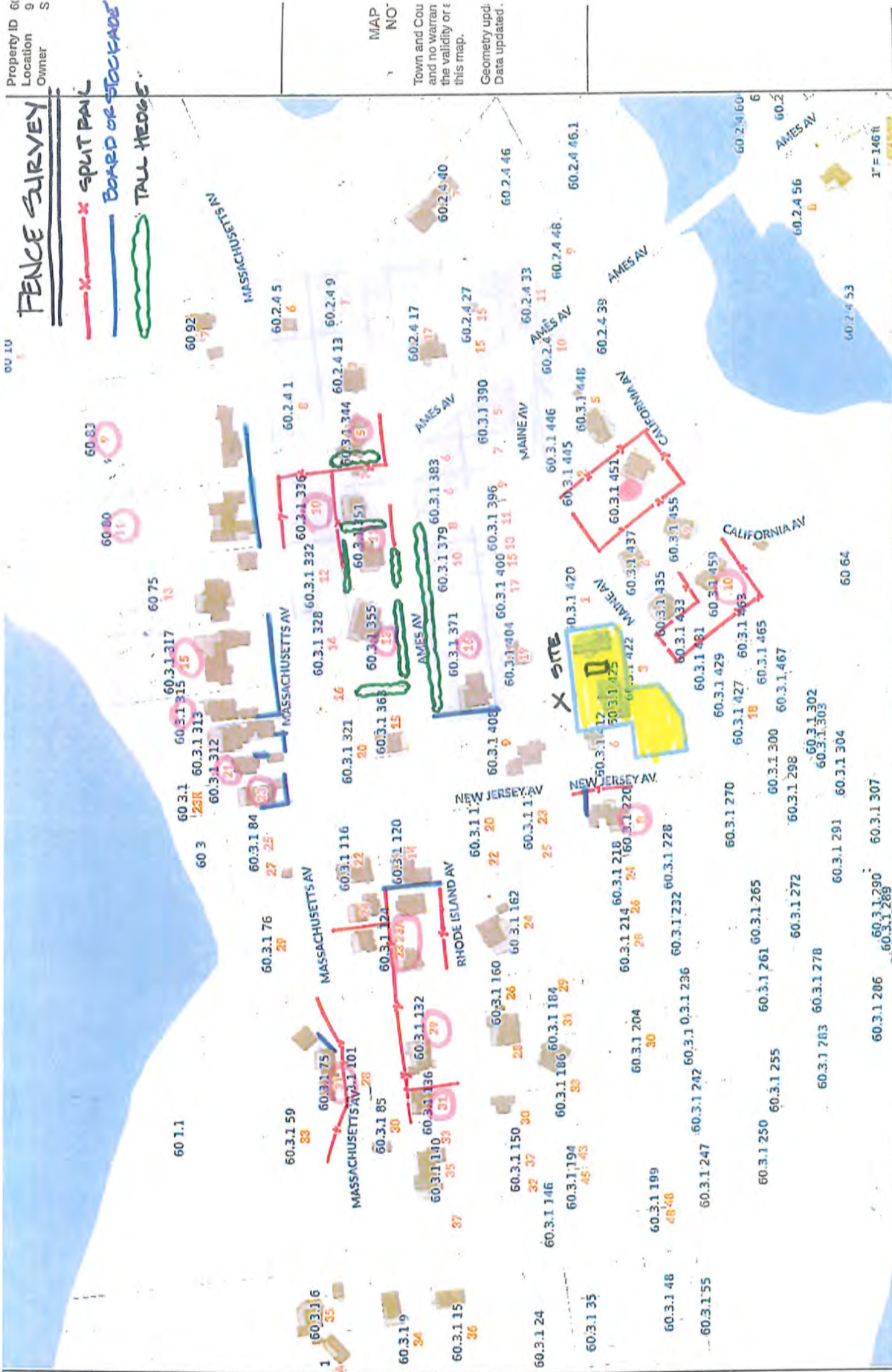
FENCE SURVEY

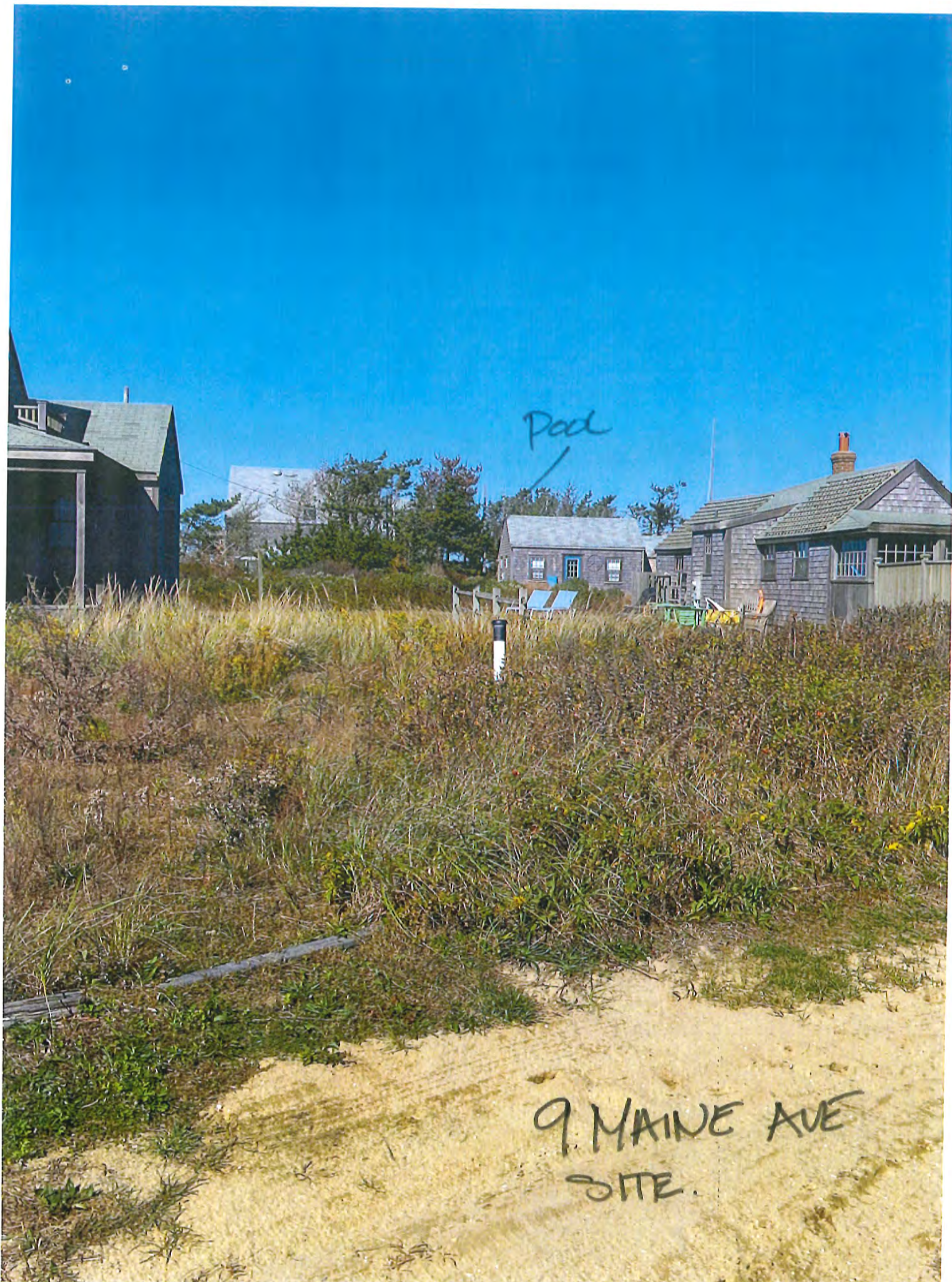
~~XXXX~~ SPUT PAIR
 BORED OR STE
 TALL THEORE

MAP NO-

Town and County and no warrant for the validity of this map.

Geometry up:
Data updated.

 $1^{\circ} = 146 \text{ ft}$



Pool ✓

9 MAINE AVE
SITE.



4 MAINE AVE
SPUTT



4 MAINE AVE



#5 AMES AVE ~~SPLIT~~



~~#13~~ AMES AVE ~~SPLIT~~
11



11 AMES AVE *SPLIT*



13 AMES AVE *SPLIT
HEDGES*



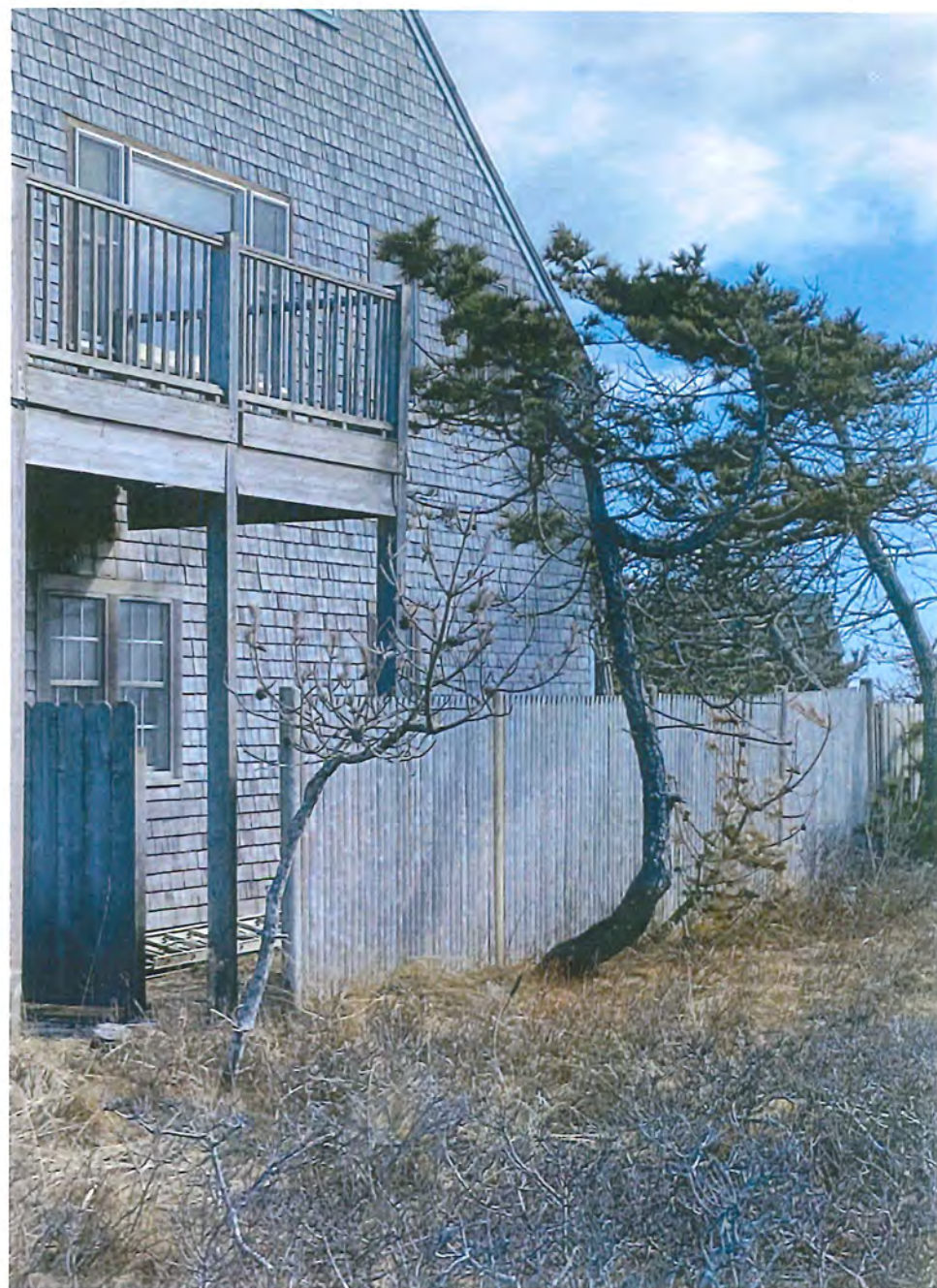
16 ANES VIEWED FROM New Jersey Ave
6 FT STOCKADE



8 NEW Jersey Ave
5 FT BOARD



16 AMES 4' Tall BURN w/ HEDGES



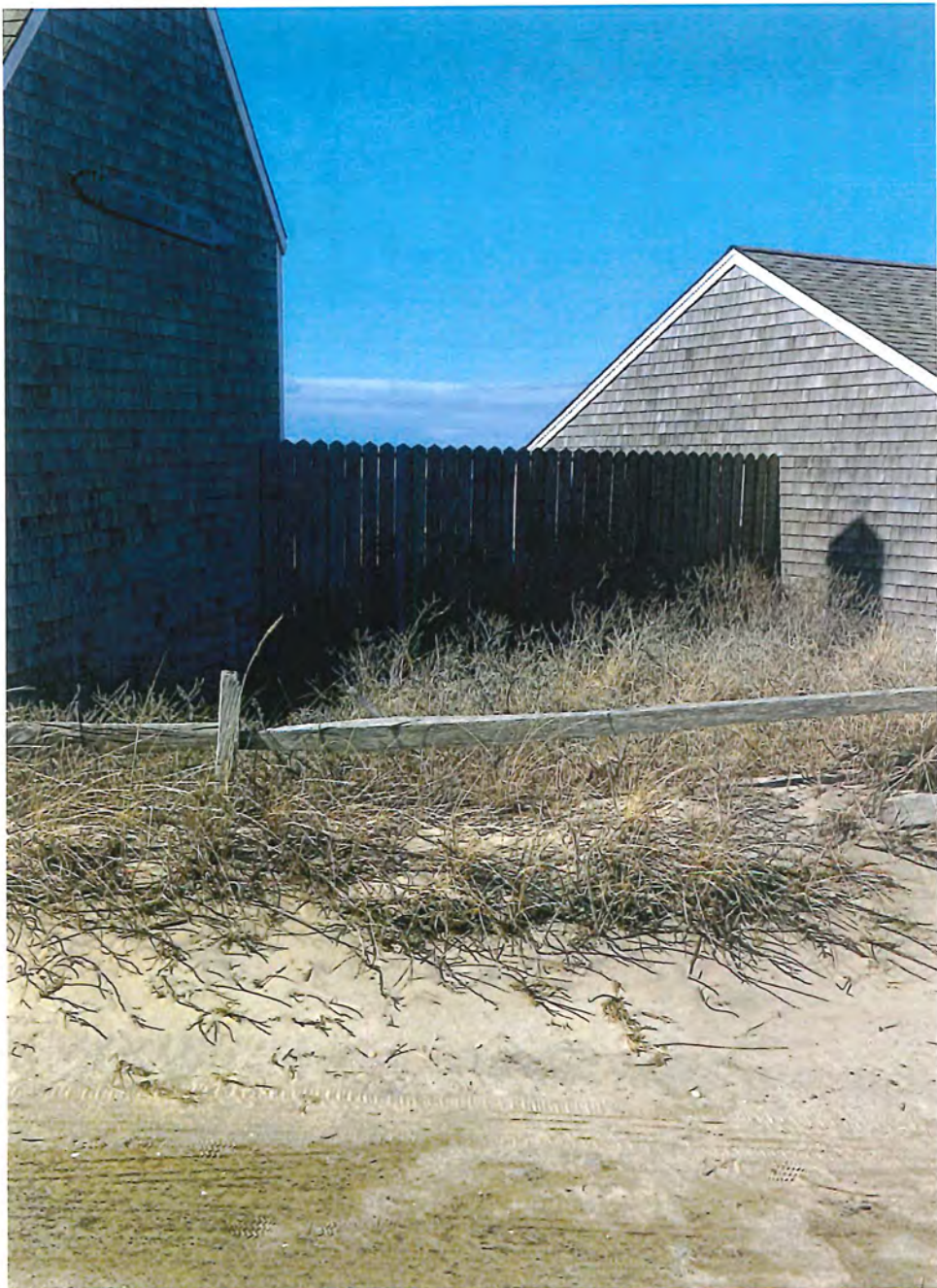
16 AMES AVE 6' FT STOCKADE



28 31 MASS AVE
5 FT STOCKADE



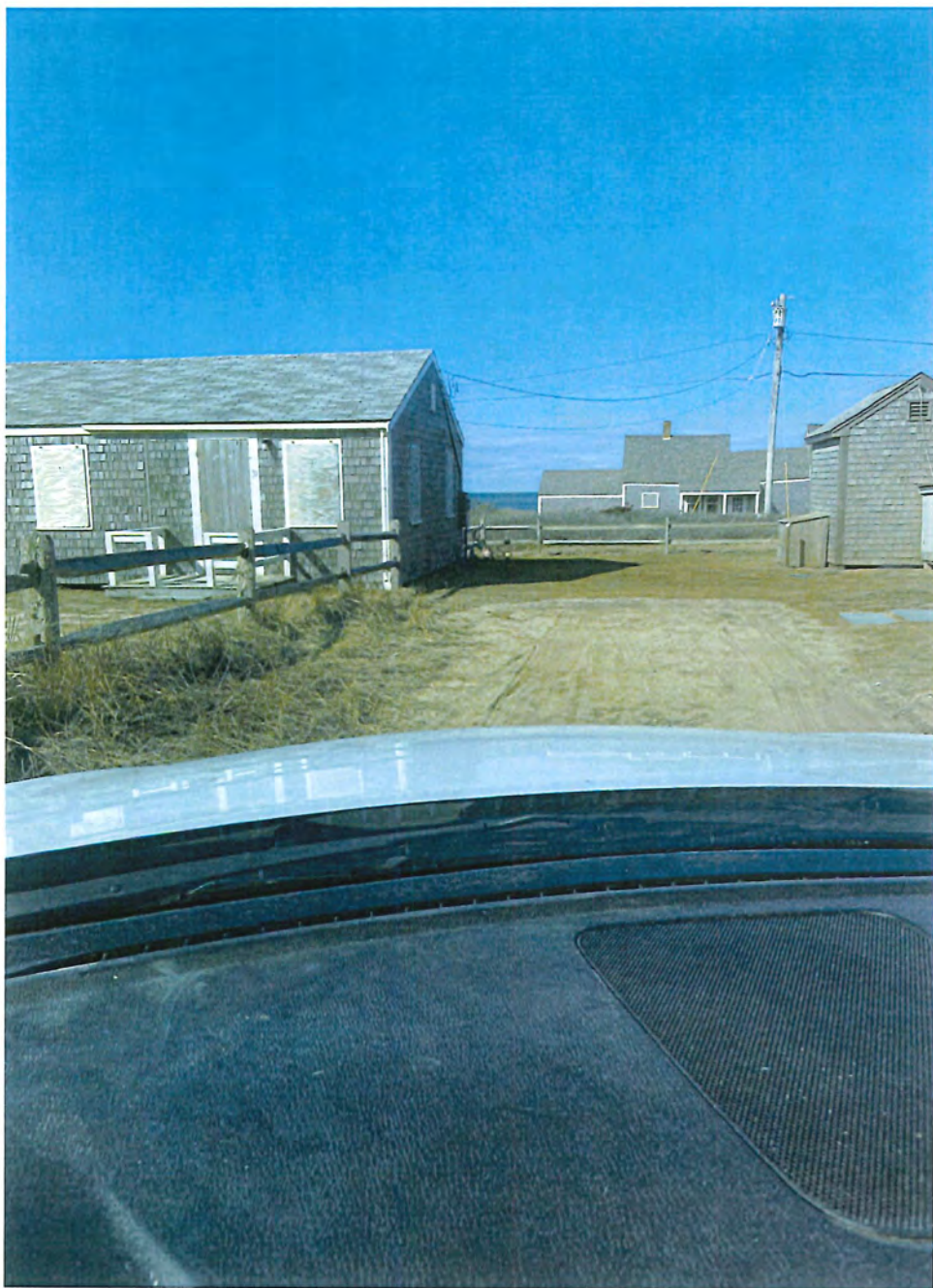
31 MASS AVE SPLIT



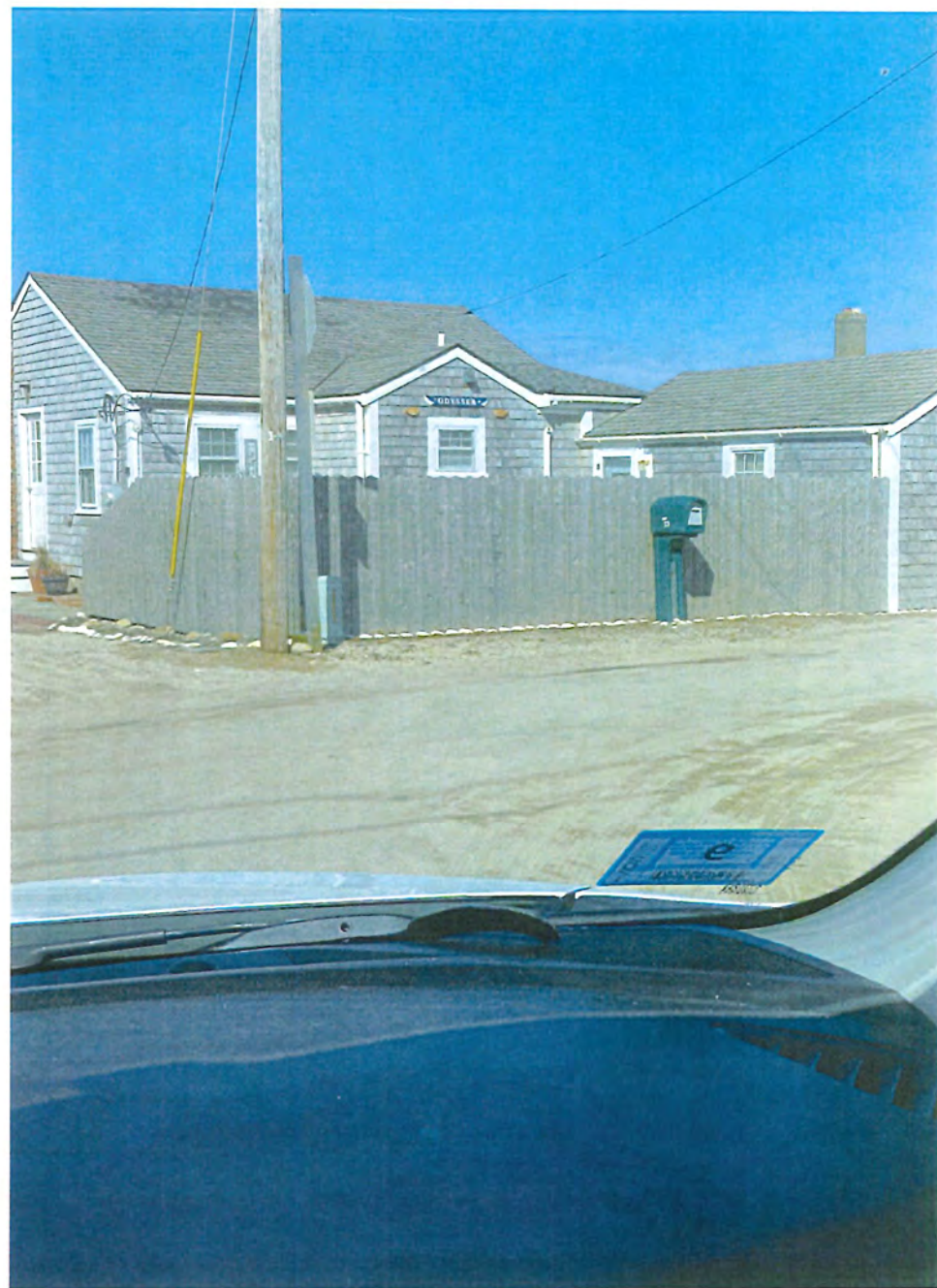
28 31 MASS AVE 6FT BOXED



21 MASS AVE 5FT BOARD F



31 MASS AVE **SPLIT**



23 MASS. AVE **5' FT BOARD**



21 MASS AVE
4 FT BOARD PICKET



1524 MASS AVE.
4 FT BOARD CAP



15 MASS AVE. ^{SPLIT}



15 MASS AVE. ^{216"}
BOARD



9 MASS AVE.
310 PICKET



10 MASS. AVE. NEW
SPLIT



11 MASS AVE 4FT PICKET



11 MASS AVE 2'-6 PICKET



Property Information

Property ID 60.2.4 63.1
Location 345 MADAKET RD.
Owner MADAKET MILK LLC

FILE COPY



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Geometry updated 11/13/2018
Data updated 11/19/2018

75' Long Pool
345 MADAKET
RD.

9



MAIN
HOUSE

Pod

GUEST HOUSE



MAINE AVE



MAIN HOUSE



POOL



GUEST HOUSE

**Property Information**

Property ID 60.3.1.425
 Location 9 MAINE AV
 Owner SCHWARZAPFEL CHARLES R



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

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

Geometry updated 11/13/2018
 Data updated 11/19/2018

MADAKET
ADVISORY BOARD
MEMORANDUM

Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 1/04/2021

MULTIPLE CONCERNS RK/TE

To: Historic District Commission

BRUCE MANDEL RECUSED

From: Madaket Advisory Board

NOT IN FAVOR OF A POOL IN THIS LOCATION

Members Present

(X) Linda Williams- Chair (X) Brad Fleming (X) Tom Erichsen (RECUSED) Bruce Mandel (X) Robert Kucharav

Alternate: () Mark Palmer ABSENT

Applicant CHARLES SCHWARZAPFEL Address 9 MAINE AVENUE

Historic information/known history Eel Skin was moved to this site to avoid erosion

() Non-Contributing () Contributing () Individually significant

Comments

() Incomplete application () Historical information needed (X) CONCERNS () Recommend View

CONCERNS: MAB FEELS A VIEWING BY THE HDC IS CRITICAL PRIOR TO ANY APPROVAL – IT HAS TO BE SAID THAT ONCE YOUR CROSS MILLIE’S BRIDGE, THE ENVIRONMENT, STRUCTURES, SETTINGS, LANDSCAPE ARE TOTALLY DIFFERENT FROM MADAKET PROPER.

- ***There is no specific planting plan submitted with the application as should be nor is the location of the pool equipment shown on the plan on submission of the application, generally required by the HDC. This application should be held for complete planting details and location of the pool equipment and how that is supposed to be screened. The HDC should not have to come up with where equipment goes or what type of plantings should screen it. The applicant needs to provide that and a view from the street of proposed plan upon submission and not leave it up to the HDC to design it for them.**
- **Inappropriate location for a pool in important area of Madaket next to Eel Skin, one of the few remaining original structures on Smith’s Point other than (the area past the bridge). This is a sensitive area, with older structures and unique landscape. Of the 50 units on Smith’s Point, Fred Rogers and Eel Skin as the oldest historic/contributing structures and having a modern convenience such as a pool next to Eel Skin would not be appropriate.**

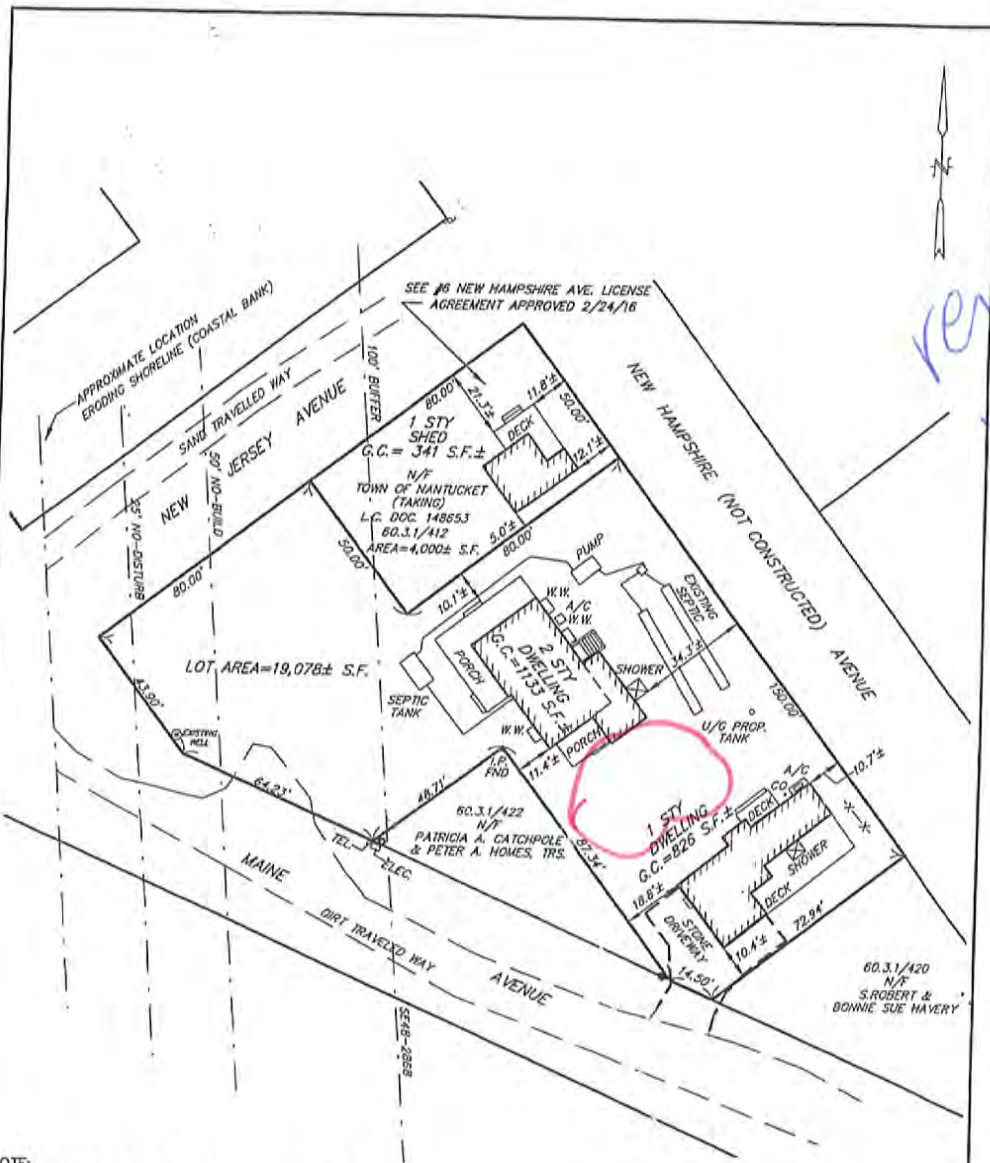
- It would be the only pool past the bridge in a wide-open outwash landscape, which is different than the area of Madaket on the other side of the bridge. Not in context with the neighborhood whatsoever. Screening would draw attention to the pool.
- Groundcover in that area is naturally low and indigenous close to the beach (beach grass and other rough vegetation), less than 2-3 feet in general, any new plantings would create an unnatural landscape barrier and draw the eye to it, particularly as it would be located right along Maine as the pool is close to Maine. It would also be in the view shed from other areas of Smith's Point towards the Ocean being proximate to the beach.
- In all likelihood nonindigenous and higher plants would not survive. There are a very few that have tried to create a more formal landscape scheme done by professional landscapers on Maine, and all have for the most part died. Any of the other few hedges on the Point are farther away from the beach, not directly impacted by ocean spray or protected by old cedar trees or other structures. Due to the location of this lot close to the coastal bank there is no such protection for any new plantings in a sandy soil. Should the nonindigenous plantings that provide screening die there would be no screening for the pool. In any event, any required natural screening would have to be indigenous and would likely be only 2-3 feet high and ultimately would not provide any sight protection from Maine Avenue.
- Berming to hide the pool and elevate plantings is completely inappropriate. There are no created berms on the Point. The landscape is flat and this lot is flat.
- A curved 36" rock retaining wall with cap to hold back the berm from Maine is close to Maine, is totally inappropriate and out of character with the neighborhood. No other walls appear on Smith's Point.
- In other areas of Madaket, the HDC has in the past considered what actions have to take place in order to screen a pool. Excessive screening/fencing creates an unnatural barrier and actually brings attention to the pool. In this open landscape it would certainly be out of place.
- Will need ZBA approval. Many of the objections expressed by members and the public in person at the MAB meeting and by letter, are not within the purview of the HDC and better left to be expressed at the ZBA meeting.
- Landscape disturbance will be extreme to install the pool and would likely erase what groundcover is there presently.
- There is no topo map, height of the berm, the schematic from Maine to show the berm, plantings as viewed from the road.

A letter from Pat Catchpole - 8 Maine Avenue, directly across the street – read into the record mentioned the quiet nature of the area, noise from pool is inappropriate, erosion, fragileness of the area, lights from a pool in a very dark skies positive area, steps from pristine beach, how are children protected from attractive nuisance, no pool fence, a fence would also be inappropriate. Area has remained relatively unchanged.

Bonnie and Bob Havery - 6 Maine 48 years, others have put in tall formal plantings all have died, some hedges on the Point on Rhode Island and Mass. Ave have distance from ocean and protected by some older cedars and houses, this is wide open so plantings here will not survive. Read letter into record. In ground pool completely out of character in the area, danger unfenced,

dangerous precedent. When visit site you can see the remnants of plantings that have died off and were done by professional landscapers and all died. Area by pool is still exposed to ocean.

Steve Murphy - 5 Rhode Island – 40 years, three winters ago water had encroached onto the lot, out of character with area, this is not like the rest of Madaket on the other side of the bridge, no security fence, old Eel skin house rented by multiple children. When HDC makes visit look at the limited growth above 2/3 feet and what it is and where it is. What is there is inadequate to cover the pool as close pool is to Maine Ave.



rev by
mAB
1/2/12

NOTE:
LOT IS SUBJECT TO THE FOLLOWING DOCUMENTS:
1) TOWN OF NANTUCKET ZONING BOARD OF APPEALS
SPECIAL PERMIT L.C. DOC. #117530.
2) SEE ORDER OF CONDITIONS SE48-2868,
L.C. DOC. #151092.
3) SEE GRANT OF EASEMENT TO NANTUCKET ELECTRIC
COMPANY L.C. DOC. #151792.

LOT REZONED R-20 TO VR ARTICLE 20 STM 2009
ZONING CLASSIFICATION
DISTRICT: VR = VILLAGE RESIDENTIAL
MINIMUM LOT SIZE = 20,000 Sq. FT.
MINIMUM FRONTAGE = 100 FT.
FRONT YARD SETBACK = 20 FT.
REAR & SIDE LINE SETBACK = 10 FT.
ALLOWABLE GROUND COVER RATIO = 10%
EXISTING GROUND COVER RATIO = 10% (INCLUDING LICENSE AREA)

FOR PROPERTY LINE DETERMINATION THIS PLOT PLAN
RELIES ON CURRENT DEEDS AND PLANS OF RECORD,
VERIFIED BY FIELD MEASUREMENTS AS SHOWN HEREON.
THIS PLAN IS NOT REPRESENTED TO BE A TITLE
EXAMINATION OR A RECORDABLE SURVEY.

N.B. 340/79, 338/81, 414/9 & 424/72

AS-BUILT PLOT PLAN
9 MAINE AVENUE
IN
NANTUCKET, MASSACHUSETTS
SCALE: 1"=30' DATE: 12/17/18
DEED REFERENCE: LC# 22,361
PLAN REFERENCE: LCPL 2408-M
ASSESSOR'S REFERENCE:
MAP: 60.3.1 PARCEL: 425
PREPARED FOR:
DANIEL H. BATHON, JR.
NANTUCKET SURVEYORS LLC
5 WINDY WAY
NANTUCKET, MA. 02554



Property Information Property ID 60.2.4 63.1 Location 345 MADAKET RD Owner MADAKET MILK LLC	 MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map. Geometry updated 11/13/2018 Data updated 11/19/2018	75' Long Pool 345 MADAKET RD.
--	---	--

MAIN
HOUSE

Pod

GUEST HOUSES



MAINE AVE



MAIN HOUSE



POOL



GUEST HOUSE



stone wall w/cap.



X
reviewer
by
MAB
not
HPC
resubmission
new plans
1/8/21

CERTIFICATE NO: _____

DATE ISSUED: _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 603.1 PARCEL N°: 425
Street & Number of Proposed Work: 9 MAINE AVE
Owner of record: MR. CHARLES SCHWARZAPFEL
Mailing Address: 9 MAINE AVE
NANTUCKET MA
Contact Phone #: _____ E-mail: _____

AGENT INFORMATION (if applicable)

Name: KIAG
Mailing Address: PO BOX 1814
NANTUCKET MA
Contact Phone #: 728-5031 E-mail: _____

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
Must be acted on by: _____
Extended to: _____
Approved: _____ Disapproved: _____
Chairman: _____
Member: _____
Member: _____
Member: _____
Member: _____
Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☒ Pool (Zoning District 12) ☐ Roof ☐ Other _____
Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
Width: 12 Sq. footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____

Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks

REVISIONS: (describe) 1. East Elevation _____
2. South Elevation SALT WATER INCREASED POOL w/ RANDOM
3. West Elevation BLUE STONE PATIO & NATIVE PLANT
4. North Elevation SCREENING

Original Date: _____ Original Builder: _____
*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
Roof Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
Roofing material: ☐ Asphalt: ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: 3'
Type: TWP. 2
Length: 24'

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size): _____

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____

Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

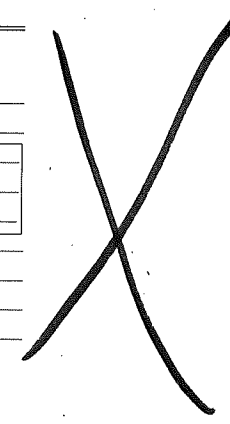
COLORS

Sidewall _____ Clapboard (if applicable) _____ Roof _____
Trim _____ Sash _____ Doors _____
Deck _____ Foundation _____ Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

8 1/2 x 11





Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 12/2/2020

Map: 60.3.1 Parcel 425

Address of Property: 9 HANNE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

STEPHEN THERON NAG.

Scope of Work: POOL

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

January 20, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen Theron
Please print name of signatory



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Email: hdcsubmissions@nantucket-ma.gov

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

Waiver of the HDC 10 Day Hearing Requirement

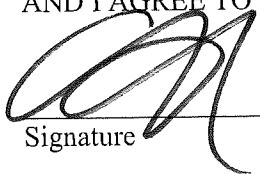
I Stephen Therax
AS AGENT FOR Mr. Charles Schwarz Appel
STREET ADDRESS 9 MAINE AVE
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON
10/8/2020

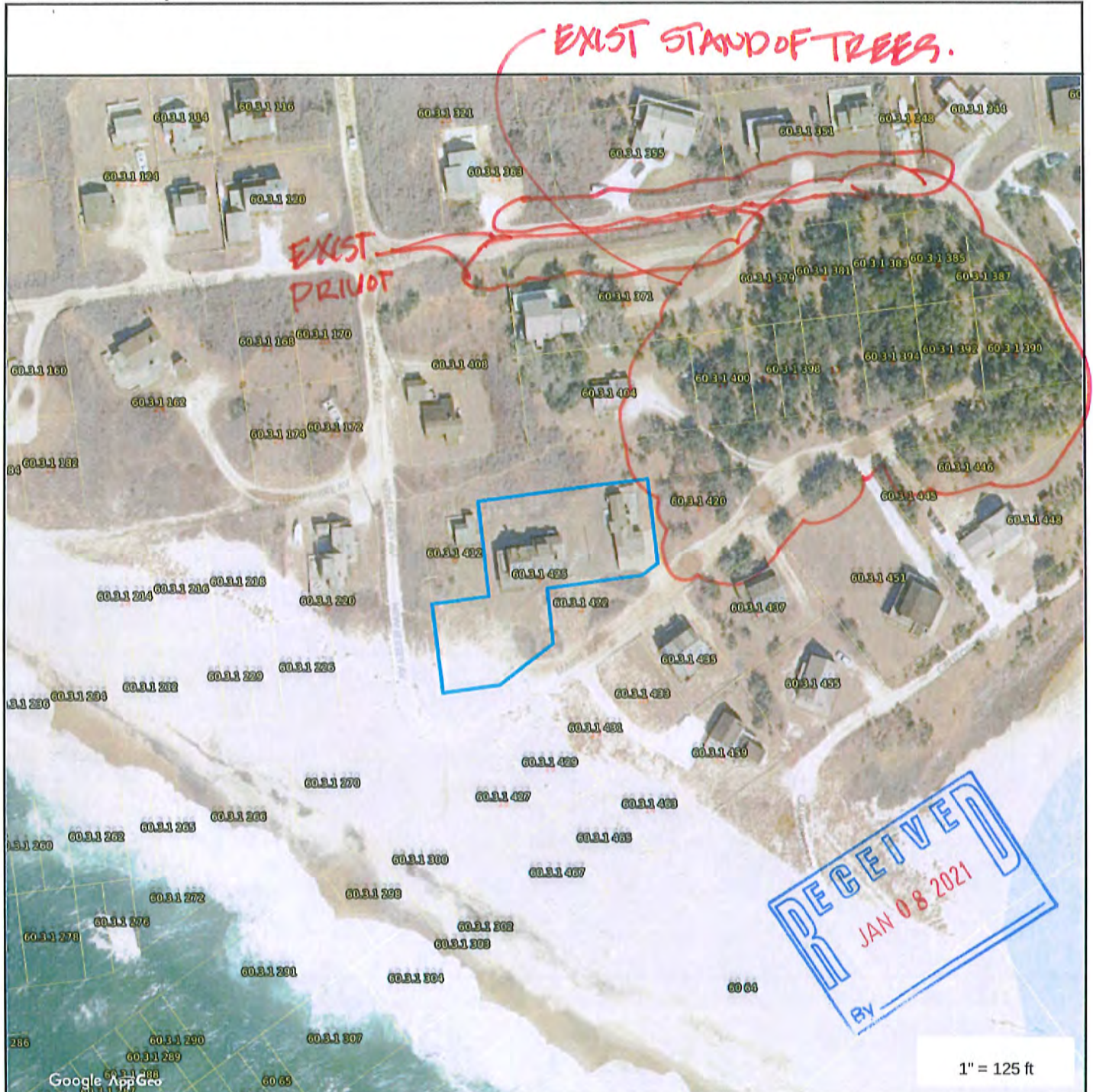
WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet
within ten (10) days of the receipt of an application for a certificate of
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.


Signature

10/8/2020
Date



Property Information

Property ID 60.3.1.425
 Location 9 MAINE AV
 Owner SCHWARZAPFEL CHARLES R



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

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

Geometry updated 11/13/2018
 Data updated 11/19/2018



Property Information

Property ID	60.3.1 425
Location	9 MAINE AV
Owner	SCHWARZAPFEL CHARLES R



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Geometry updated 11/13/2018
Data updated 11/19/2018

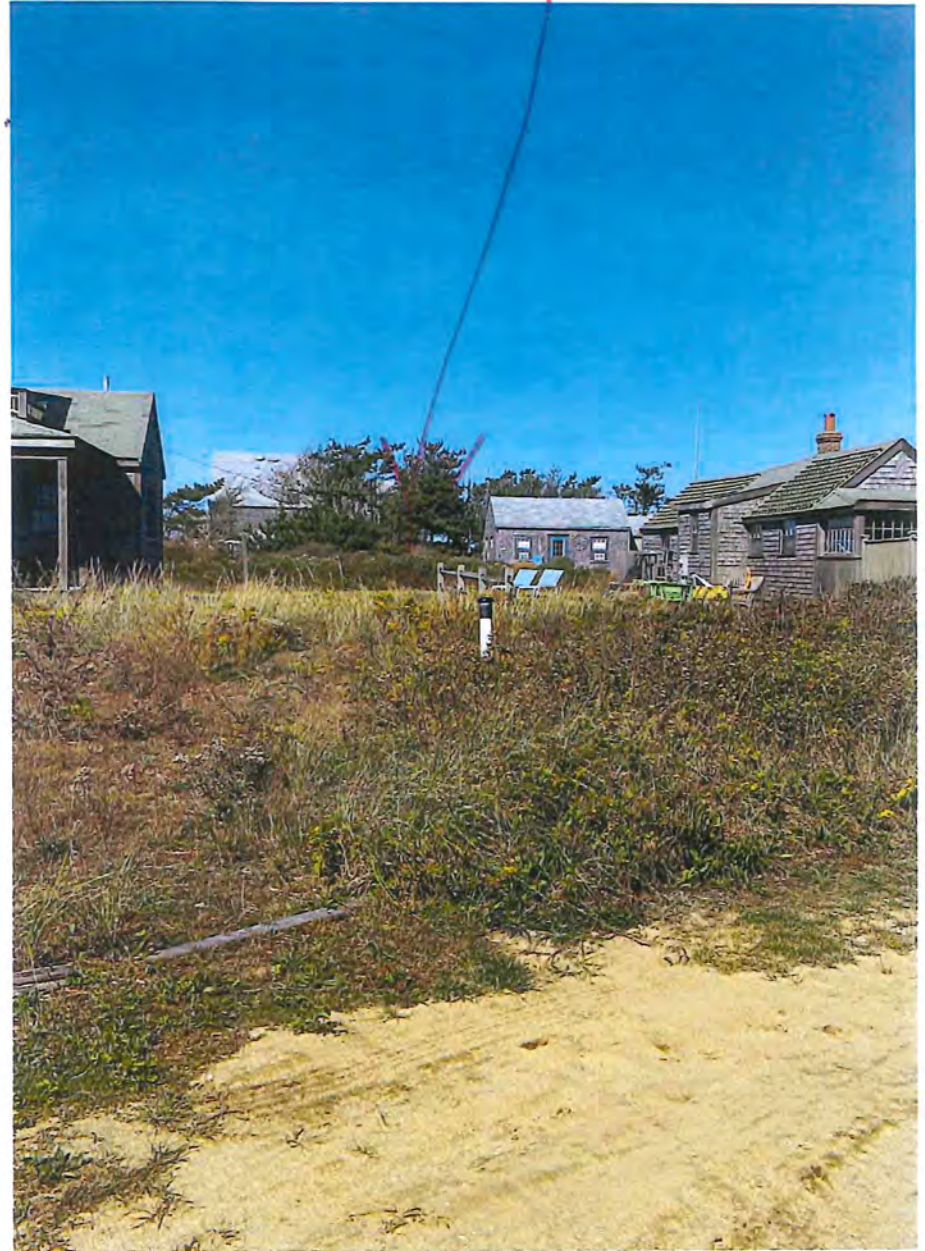
MAIN
HOUSE

Pod

GUEST HOUSES



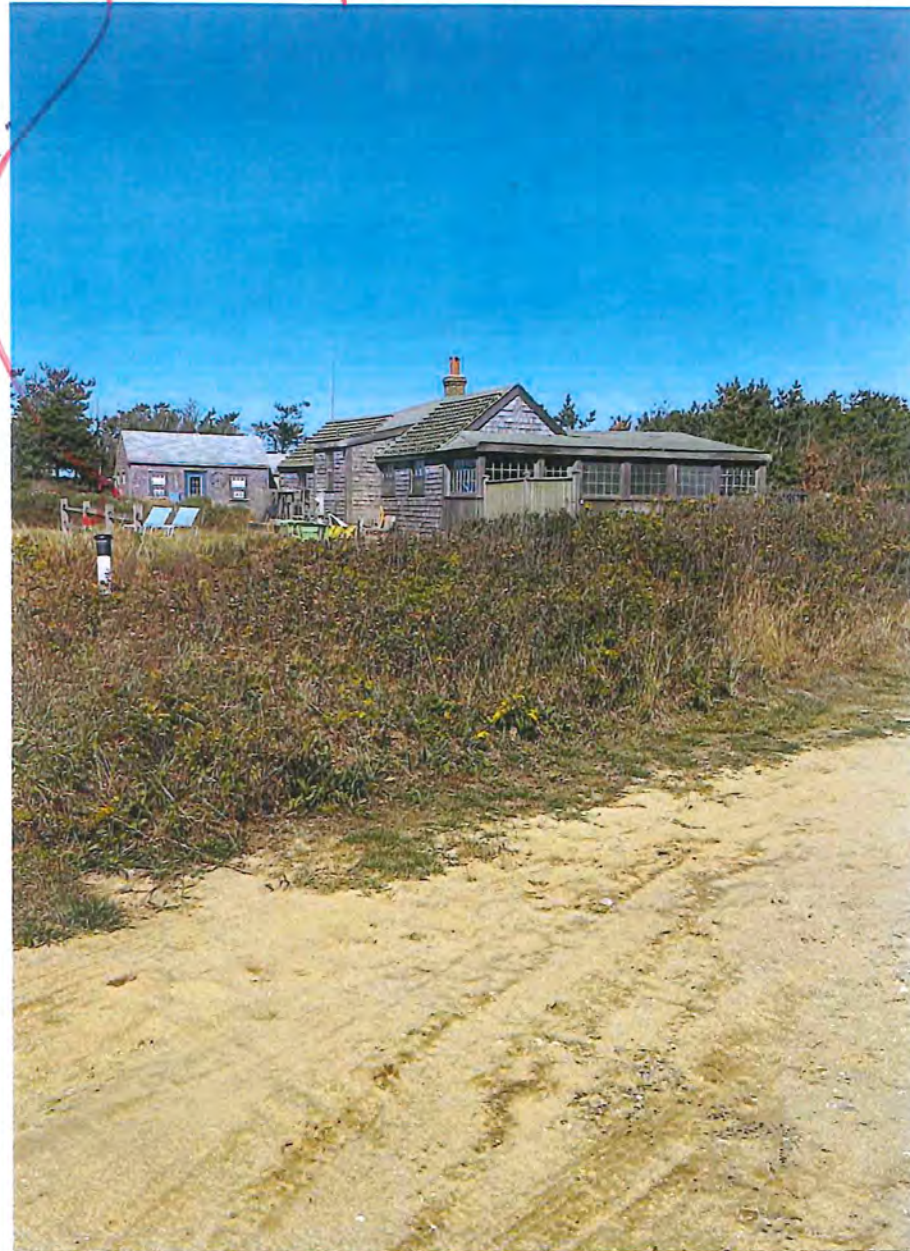
MAINE AVE



MAIN HOUSE

POOL

GUEST HOUSE



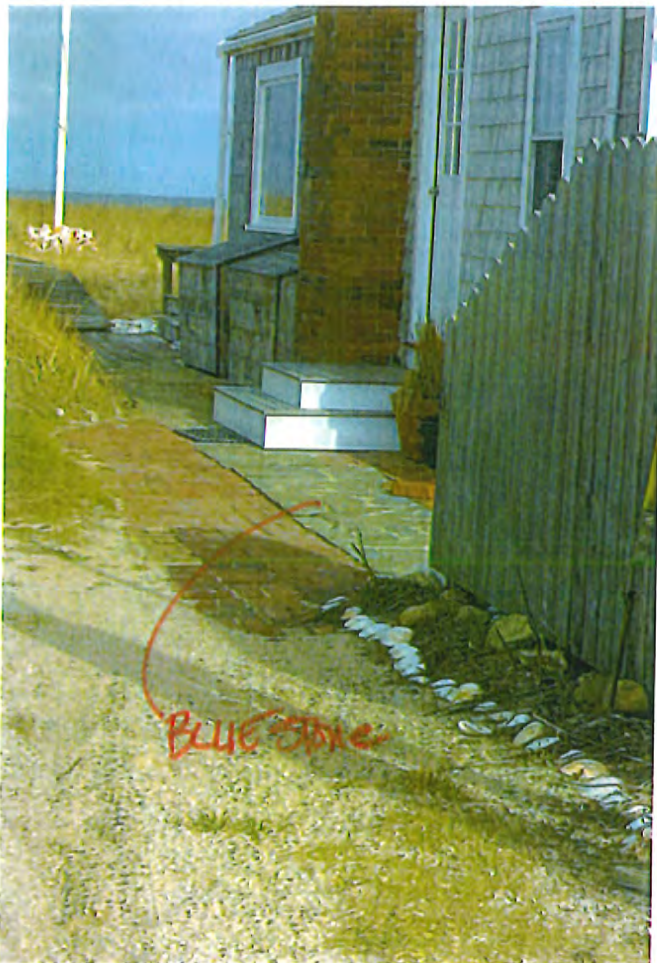
ix
eq



REAR of PROPERTY



Plus Dead ends



MA AVE



MA AVE BRICK



PROOT



BLUESTONE
Powers

MA AVE



RI AVE



RI AVE

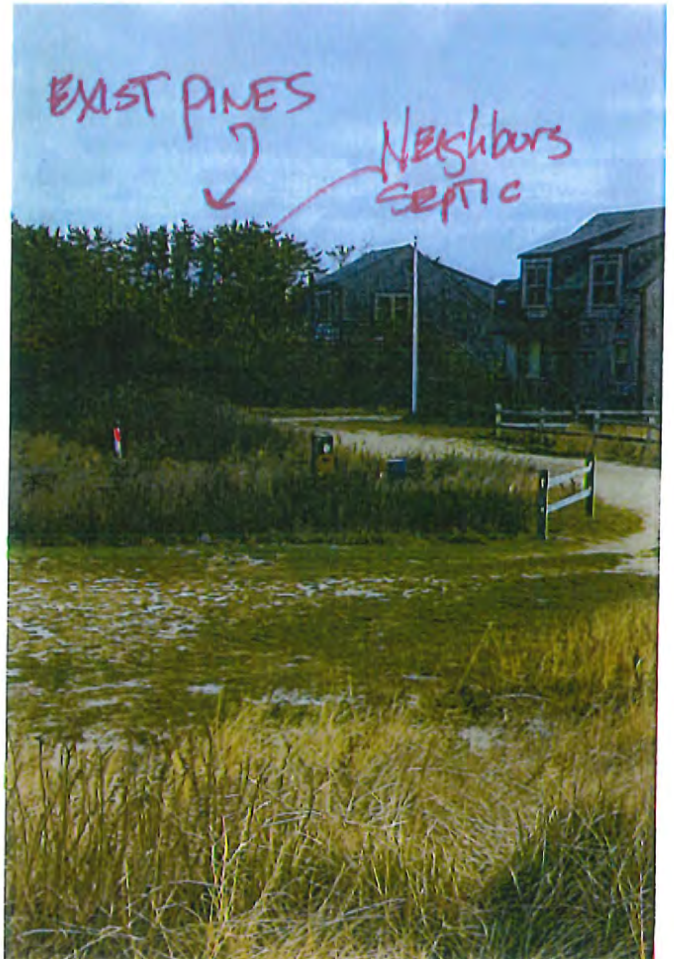


Neighbor behind site
PI AVE
PIVOT



RI AVE

RI Ase



VIEW SITE FROM DUNE

- [Sea Rocket](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-rocket-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-rocket-) (*Cakile edentula*) (native)
- [Seabeach Sandwort](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seabeach-sandwort-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seabeach-sandwort-) (*Honckenya peploides*) (native)
- [Seaside Goldenrod](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (*Solidago sempervirens*) (native)

Coastal Dune Plant List

Plant List for Exposed Areas of a Coastal Dune

Fronting dunes and exposed secondary dunes are habitat for plant species that can tolerate wind, wind-blown sand, and salt spray; endure interaction with waves and flooding; and often even thrive on sand inundation. The plants listed below, as well as those listed above for Dry Beach areas, are appropriate for these environments along the Massachusetts coast.

- [American Beachgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (*Ammophila breviligulata*) (native)
- [American Dunegrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-dunegrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-dunegrass-) (*Leymus mollis*) (native)
- [Beach Heather](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (*Hudsonia tomentosa*) (native)

Plant List for More Sheltered Areas of a Coastal Dune

More protected secondary dunes are able to host a greater variety of plant species, because they are more sheltered from wind, salt-spray, and wave action. The plants listed below, as well as those listed above for Exposed Areas of a Coastal Dune, are appropriate for these more sheltered dune environments in Massachusetts.

Grasses, Perennials, and Vines

- [Black Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#black-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#black-grass-) (*Juncus gerardii*) (native)
- [Coastal Panic Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (*Panicum amarum* var. *amarulum*) (not native; native to New Jersey south to Mexico)
- [Eastern Showy Aster](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#eastern-showy-aster-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#eastern-showy-aster-) (*Eurybia spectabilis*) (native)
- [Saltgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltgrass-) (*Distichlis spicata*) (native)
- [Saltmeadow Cordgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (*Spartina patens*) (native)

- [White Oak](/info-details/coastal-landscaping-in-massachusetts-trees#white-oak-) (/info-details/coastal-landscaping-in-massachusetts-trees#white-oak-) (*Quercus alba*) (native) and other *Quercus* species (many native)

Coastal Bank Plant List

Plant List for Exposed Areas of a Coastal Bank

The top and face of the coastal bank is where the landform is most exposed to wind, salt spray, and storm waves. The plants listed below are appropriate for the rugged conditions of an exposed coastal bank in Massachusetts.

Grasses, Perennials, and Vines

- [American Beachgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (*Ammophila breviligulata*) (native)
- [Coastal Panic Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (*Panicum amarum* var. *amarulum*) (not native; native to New Jersey south to Mexico)
- [Saltmeadow Cordgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (*Spartina patens*) (native)
- [Seaside Goldenrod](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (*Solidago sempervirens*) (native)
- [Switchgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (*Panicum virgatum*) (native)
- [Virginia Creeper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (*Parthenocissus quinquefolia*) (native)

Shrubs and Groundcovers

- [Beach Heather](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (*Hudsonia tomentosa*) (native)
- [Beach Plum](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (*Prunus maritima*) (native)
- [Bearberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (*Arctostaphylos uva-ursi*) (native)
- [Common Juniper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (*Juniperus communis*) (native)
- [Marsh Elder](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#marsh-elder-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#marsh-elder-) (*Iva frutescens*) (native)

- [Sea Lavender](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-lavender-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-lavender-) (*Limonium carolinianum* or *nashii*) (native)
- [Switchgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (*Panicum virgatum*) (native)
- [Virginia Creeper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (*Parthenocissus quinquefolia*) (native)

Shrubs and Groundcovers

- [Beach Plum](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (*Prunus maritima*) (native)
- [Bearberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (*Arctostaphylos uva-ursi*) (native)
- [Common Juniper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (*Juniperus communis*) (native)
- [Large Cranberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#large-cranberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#large-cranberry-) (*Vaccinium macrocarpon*) (native)
- [Lowbush Blueberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#lowbush-blueberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#lowbush-blueberry-) (*Vaccinium angustifolium*) (native)
- [Northern Bayberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#northern-bayberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#northern-bayberry-) (*Myrica pensylvanica*) (native)
- [Red Chokeberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#red-chokeberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#red-chokeberry-) (*Aronia arbutifolia*) (native)
- [Sweet Fern](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#sweet-fern-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#sweet-fern-) (*Comptonia peregrina*) (native)
- [Virginia Rose](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-rose-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-rose-) (*Rosa virginiana*) (native)

Trees

- [Black Cherry](/info-details/coastal-landscaping-in-massachusetts-trees#black-cherry-) (/info-details/coastal-landscaping-in-massachusetts-trees#black-cherry-) (*Prunus serotina*) (native)
- [Downy Serviceberry/Shadbush](/info-details/coastal-landscaping-in-massachusetts-trees#downy-serviceberry/shadbush-) (/info-details/coastal-landscaping-in-massachusetts-trees#downy-serviceberry/shadbush-) (*Amelanchier arborea*) (native)
- [Eastern Red Cedar](/info-details/coastal-landscaping-in-massachusetts-trees#eastern-red-cedar-) (/info-details/coastal-landscaping-in-massachusetts-trees#eastern-red-cedar-) (*Juniperus virginiana*) (native)
- [Gray Birch](/info-details/coastal-landscaping-in-massachusetts-trees#gray-birch-) (/info-details/coastal-landscaping-in-massachusetts-trees#gray-birch-) (*Betula populifolia*) (native)
- [Pitch Pine](/info-details/coastal-landscaping-in-massachusetts-trees#pitch-pine-) (/info-details/coastal-landscaping-in-massachusetts-trees#pitch-pine-) (*Pinus rigida*) (native)

- Lady Bird Johnson Wildflower Center's [Plant Database Page on *Amelanchier arborea*](https://www.wildflower.org/plants/result.php?id_plant=AMAR3) (https://www.wildflower.org/plants/result.php?id_plant=AMAR3)
- Salicicola's [Amelanchier arborea Plant Gallery](http://www.salicicola.com/photos/gallery/view/1518/3219) (<http://www.salicicola.com/photos/gallery/view/1518/3219>)
- University of Connecticut's [Plant Database Page on *Amelanchier arborea*](http://hort.uconn.edu/detail.php?pid=44) (<http://hort.uconn.edu/detail.php?pid=44>)

Eastern Red Cedar



Eastern red cedar (*Juniperus virginiana*) is a native evergreen that grows 10 to 40 feet high with a pyramidal shape that becomes rounder with age. It is tolerant of salt and dry soils and is good for both exposed areas and sheltered coastal areas. The light-blue berries are an important food source for many birds and large and small mammals. In addition, cedars provide important protective cover for nesting, roosting, and winter shelter. Eastern red cedar is excellent as a specimen planting and useful in masses for windbreaks and screening. The leaves, roots, and berries of the red cedar have been used by the Native Americans for centuries as a botanical cure for many ailments, including asthma, colds, fevers, and hyperactivity, and for general cleansing and healing.

- Go Botany's [Plant Page on *Hudsonia tomentosa*](https://gobotany.nativeplanttrust.org/species/hudsonia/tomentosa/) (<https://gobotany.nativeplanttrust.org/species/hudsonia/tomentosa/>)
- Lady Bird Johnson Wildflower Center's [Plant Database Page on *Hudsonia tomentosa*](https://www.wildflower.org/plants/result.php?id_plant=HUTO) (https://www.wildflower.org/plants/result.php?id_plant=HUTO)
- Salicicola's [Hudsonia tomentosa Plant Gallery](http://172.104.19.75/gallery/view/1418/2938/) (<http://172.104.19.75/gallery/view/1418/2938/>)
- United States Department of Agriculture's [Plant Fact Sheet on Beach Heather](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_huto.pdf) (https://plants.sc.egov.usda.gov/factsheet/pdf/fs_huto.pdf) (PDF, 153 KB)

Beach Plum



Beach plum (*Prunus maritima*) is a fast-growing, deciduous shrub with an average height of 4 to 7 feet, but can reach heights of 10 to 12 feet in inland, nutrient-rich soils. The plant, which is native to coastal areas of Massachusetts, is adapted to medium fertility, slightly acidic, loamy, and sandy soils. Over time, extensive colonies may develop from a single plant. In spring, snowy white flowers expand before the leaves, which are a dull-green color. The fruit ripens from August to October and can be harvested and processed into jam, syrup, and puree. Because of its tolerance of salt and its deep roots, beach plum is useful for stabilizing sand and landscaping a coastal dune.

Northern Bayberry



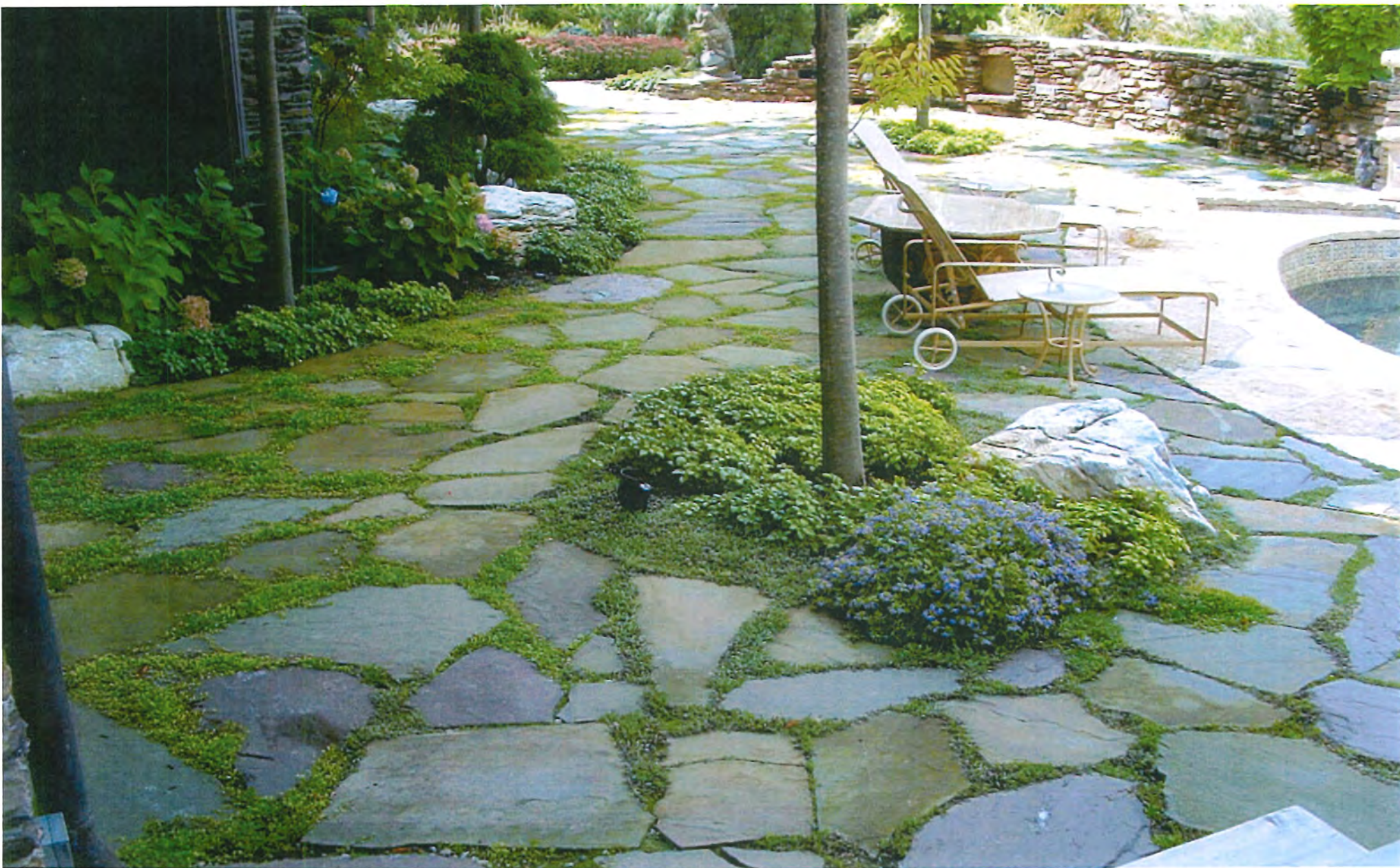
Photo: University of Connecticut Plant Database



Northern bayberry (*Myrica pensylvanica*) is a woody shrub averaging 5 to 7 feet in height, with a thicket-forming character. The dark green leaves are aromatic and may stay on the branches for most of the winter. The flowers and white fruit (which are also aromatic) are somewhat inconspicuous, and the berries are a staple food for many species of wildlife. The native bayberry is adapted to a wide variety of soil conditions, but does best on light-textured soils—it spreads naturally into bare sandy soils. Since it does form thickets, bayberry is useful for erosion control and wildlife shelter.

For more information, see:

- Lady Bird Johnson Wildflower Center's [Plant Database Page on *Morella pensylvanica*](https://www.wildflower.org/plants/result.php?id_plant=MOPE6) (https://www.wildflower.org/plants/result.php?id_plant=MOPE6) (synonym of *Myrica*)
- Salicicola's [Myrica pensylvanica Plant Gallery](http://172.104.19.75/gallery/view/1483/2651/) (<http://172.104.19.75/gallery/view/1483/2651/>)
- United States Department of Agriculture's [Plant Fact Sheet on Bayberry](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_mope6.pdf) (https://plants.sc.egov.usda.gov/factsheet/pdf/fs_mope6.pdf) (PDF, 88 KB)
- University of Connecticut's [Plant Database Page on *Myrica pensylvanica*](http://hort.uconn.edu/detail.php?pid=292) (<http://hort.uconn.edu/detail.php?pid=292>)



RANDOM BLUESTONE w/ MOSS & BEDDING



P.O. Box 3627, Nantucket, Massachusetts 02584-3627
Tel. (508) 228-0240 Fax (508) 228-9856
www.nantucketsurveyors.com
nslcinfo@nantucketsurveyors.com

December 21, 2020

Ray Pohl, Chairman
Nantucket Historic District Commission
2 Fairgrounds Road
Nantucket, MA 02554

RE: Application for Pool at 9 Maine Avenue

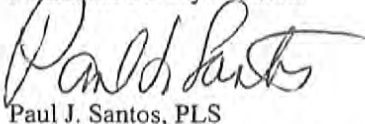
Dear Chairman Pohl and HDC Commissioners,

Nantucket Surveyors, LLC is writing this letter on behalf of the property owner, Charles R. Schwartzapfel in response to Mr. Mandel's e-mail voicing concern regarding the proposed pool for 9 Maine Avenue. We have reviewed the letter and have addressed the items pertinent to our involvement as follows:

- **Special Permit Requirements for Pools in VR Zone:** The proposed pool meets the requirements as set forth in Chapter 139-2. and the applicant acknowledges a Special Permit is required by the Zoning Board of Appeals.
- **Erosion:** Attached is a Coastal Zone Management (CZM) Shoreline Erosion map that shows the erosion rate of -10.89 ft/year in the project area. We recommend any issues related to erosion be addressed by the Zoning Board of Appeals.
- **Lighting:** All lighting will adhere to the Town of Nantucket By-Law Chapter 102 Outdoor Lighting.
- **Buffer Plantings:** As shown on the NAG plan, plantings will be used as privacy shields around the pool area. We recommend native beach grasses be planted along the pool edge while native bayberry or beach plum, common in the area, be planted around the patio and southern property line. The intent will be, with the placement of the pool between the two dwellings and the additional buffer plantings, for the pool not to be seen from the roads.
- **Pool Discharge:** The pool will consist of saltwater so no harmful chlorine will be stored on site and the equipment will be located behind the patio wall and screened behind the planting bed. If the pool needs to be drained in its entirety which rarely occurs, a service will be used to export the water to a facility. As currently situated the pool is out of Conservation Commission Jurisdiction.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call our office.

Sincerely,
Nantucket Surveyors, LLC

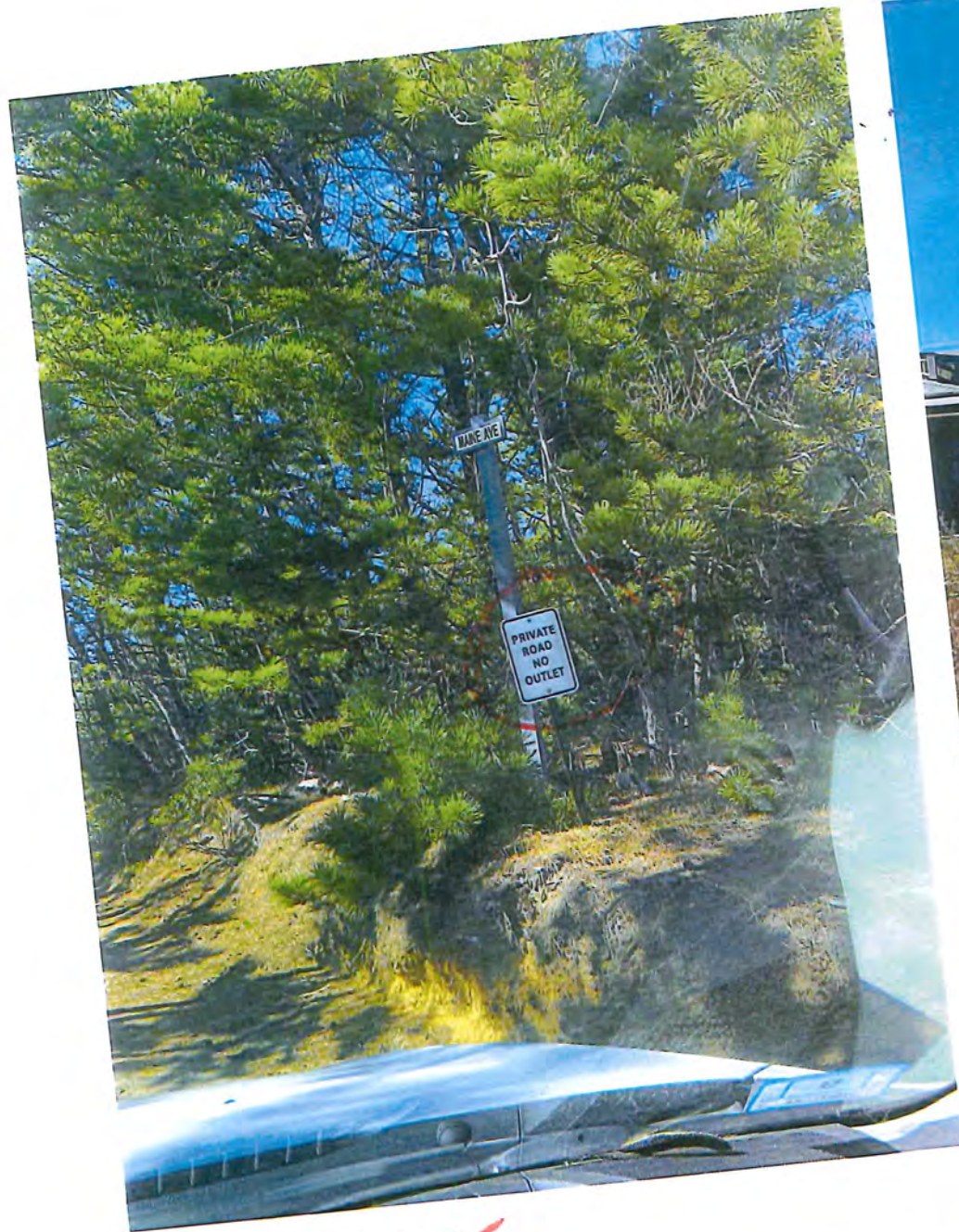


Paul J. Santos, PLS

Cc: Charles R. Schwartzapfel
Nantucket Architecture Group LTD.

Office located at 5 Windy Way • Nantucket, MA 02554

Land Surveying • Topographic Surveys • Civil Engineering • Construction • Marine • Environmental Permitting



MAINE AVE

MAIN HOUSE

Pod

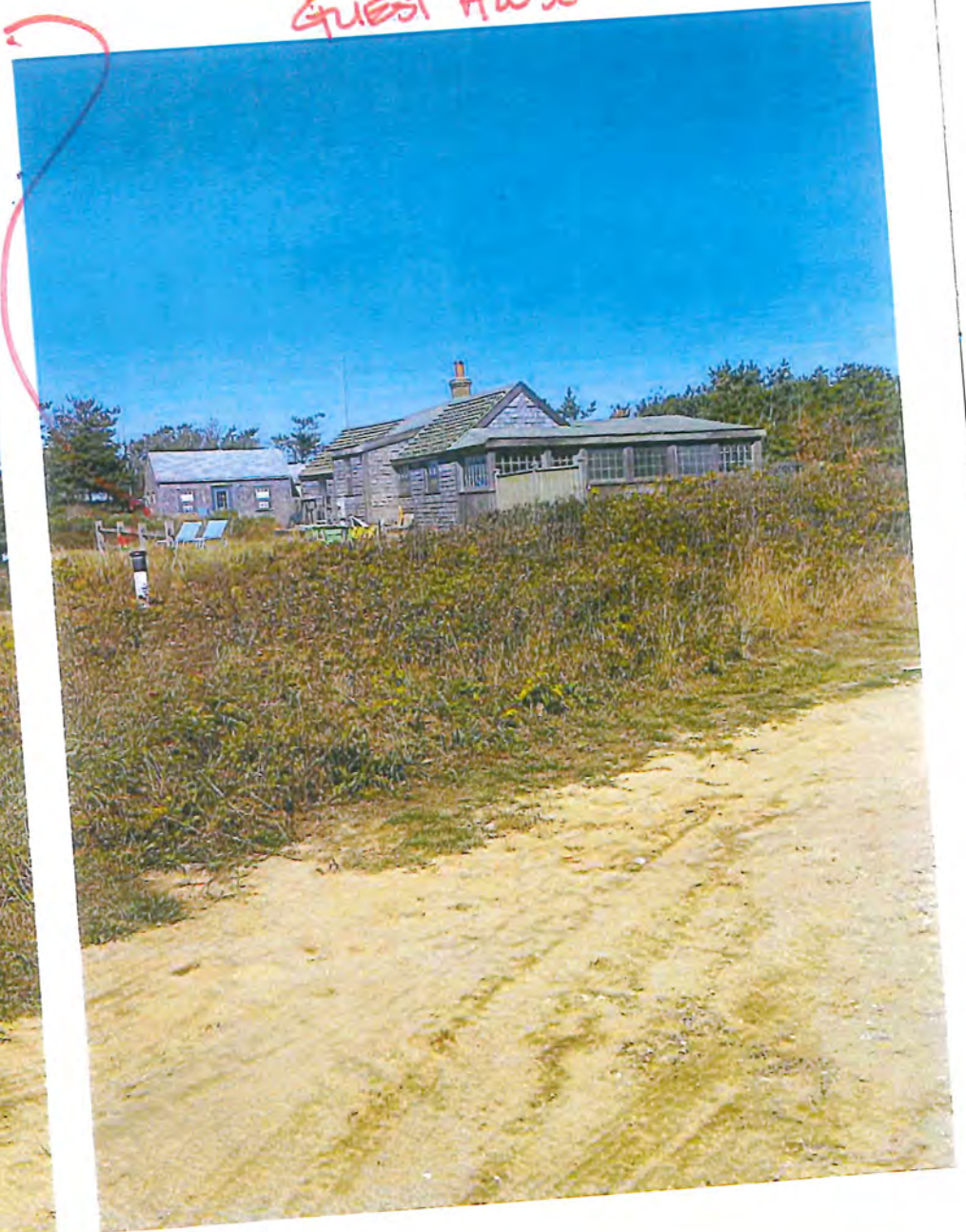
GUEST HOUSE



MAIN HOUSE

POOL

GUEST HOUSE





x
g

REAR of PROPERTY



PLANT DEAD END



BLUE STONE

MA AVE



HA Ave 2011c

Blue stone
flowers



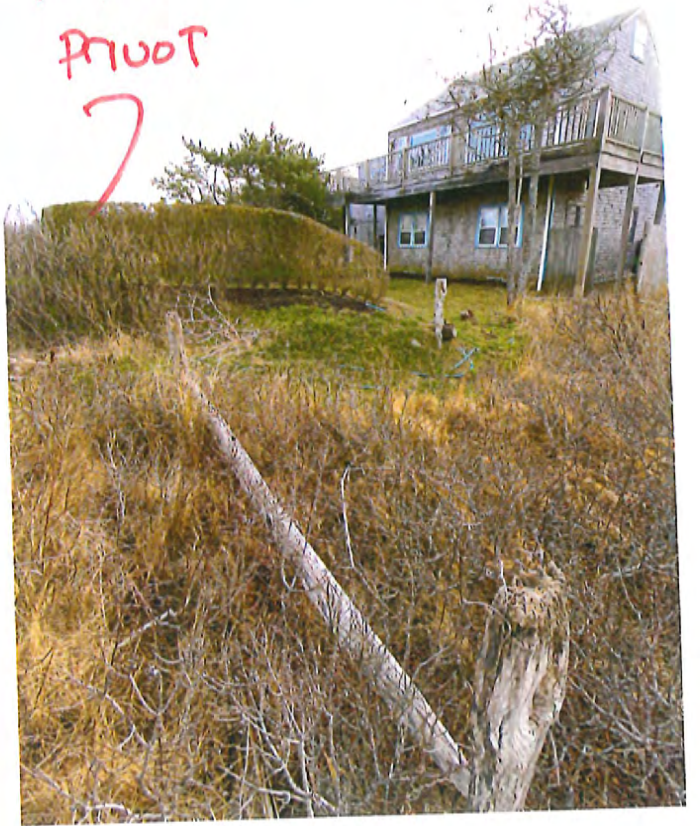
Foot



R.I. Ave



Neighbor behind site
R.I. Ave
Private



R.I. Ave

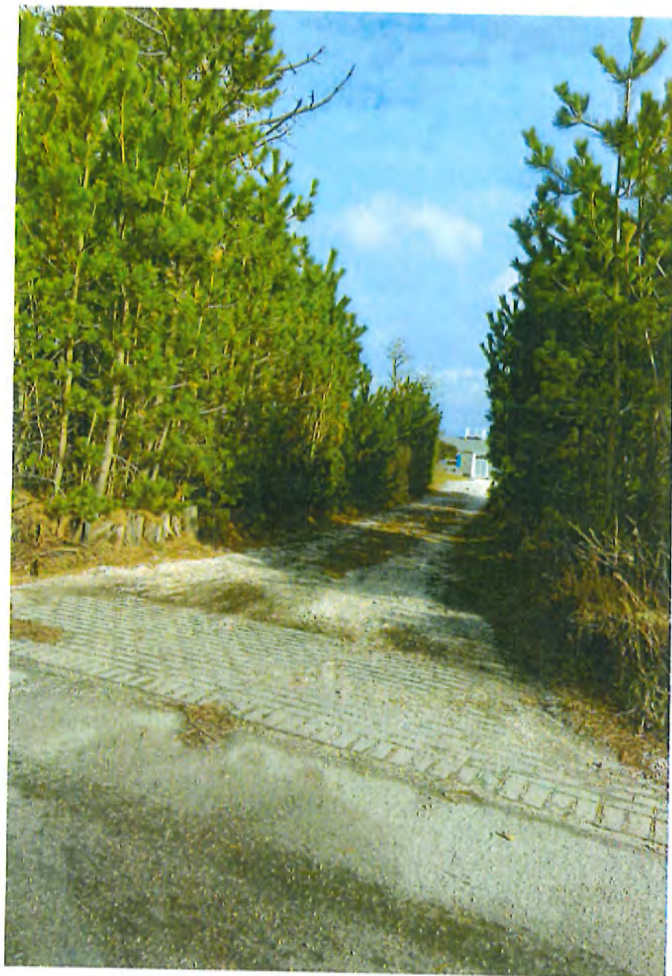


R.I. Ave



RI Ave

Phaser 2



VIEW SITE FROM DUNE

ABUTTER LETTERS

Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 1/04/2021

MULTIPLE CONCERNS RK/TE

To: Historic District Commission
From: Madaket Advisory Board

BRUCE MANDEL RECUSED

NOT IN FAVOR OF A POOL IN THIS LOCATION

Members Present

(X) Linda Williams- Chair (X)) Brad Fleming (X) Tom Erichsen (RECUSED) Bruce Mandel (X) Robert Kucharavy

Alternate: () Mark Palmer ABSENT

Applicant CHARLES SCHWARZAPFEL Address 9 MAINE AVENUE

Historic information/known history Eel Skin was moved to this site to avoid erosion

() Non-Contributing () Contributing () Individually significant

Comments

() Incomplete application () Historical information needed (X) CONCERNS () Recommend View

CONCERNS: MAB FEELS A VIEWING BY THE HDC IS CRITICAL PRIOR TO ANY APPROVAL – IT HAS TO BE SAID THAT ONCE YOUR CROSS MILLIE’S BRIDGE, THE ENVIRONMENT, STRUCTURES, SETTINGS, LANDSCAPE ARE TOTALLY DIFFERENT FROM MADAKET PROPER.

- *There is no specific planting plan submitted with the application as should be nor is the location of the pool equipment shown on the plan on submission of the application, generally required by the HDC. This application should be held for complete planting details and location of the pool equipment and how that is supposed to be screened. The HDC should not have to come up with where equipment goes or what type of plantings should screen it. The applicant needs to provide that and a view from the street of proposed plan upon submission and not leave it up to the HDC to design it for them.
- Inappropriate location for a pool in important area of Madaket next to Eel Skin, one of the few remaining original structures on Smith’s Point other than (the area past the bridge). This is a sensitive area, with older structures and unique landscape. Of the 50 units on Smith’s Point, Fred Rogers and Eel Skin as the oldest historic/contributing structures and having a modern convenience such as a pool next to Eel Skin would not be appropriate.

FILE COPY

Cathy Flynn

From: Bruce Mandel <bruce.mandel@gmail.com>
Sent: Saturday, October 17, 2020 3:22 PM
To: Cathy Flynn
Subject: HDC meeting of 20 OCTOBER 2020, re: 9 Maine Avenue

FILE COPY

To Cathy Flynn, Land Use Specialist

Dear Ms Flynn:

I am writing about the Agenda for the October 20, 2020 meeting of the Nantucket Historic District Commission which has as one of its items in the New Business View Pack for 10/20/2020 an item for 9 Maine Avenue; Property Owner: Mr. Charles Schwartzapfel; Scope of Work: Pool (Map/Parcel 60.3.1/425). This is shown on the agenda as Historic District Commission (HDC) – New Business and is listed in the agenda Section New Business as item 28. Please share this e-mail with the Commission Members and other staff and enter it as a document included in the file for this application to the HDC.

I am a resident of Madaket with concerns about Special Permit Relief in zone VR for pools that become visible from the roads and neighboring property. These are out of character for our community based on the approved Madaket Area Plan, which is intended as a guide to help maintain the quiet rural characteristics of our community. It is part of why a Special Permitting process for a pool is required in VR.

In considering the application, please consider the following:

This property is located in an area in close proximity to severe and accelerating coastal erosion. I suggest a staff site visit is in order since the GIS plan provided in the packet gives a false impression of there being considerable property between 9 Main Avenue and the ocean, which there is not. Hence, the structure would be an eventual environmental issue, similar to recently abandoned beach infrastructure components left after house moves or destruction. There ought to be a conditional approval item that the owner must remove any and all remains of the pool and its infrastructure in the event of coastal erosion. Perhaps a bond should be posted to cover those costs to protect TON from having to deal with it.

There is a second GIS document provided which depicts a more recent view of the area but is not of the subject property but does show severe erosion of the nearby area. This document refers to an address of 345 Madaket Rd with a 75 foot long pool. This is confusing since the referenced Madaket Rd address is not what is being submitted, although there is notation for Maine Ave on this GIS document.

The submitted plan also appears to be deficient in that it does not portray any site lighting photometrics. All exterior lighting fixtures should have an approved photometric pattern showing there will be no light cast off the subject property. All light fixtures should be shielded so as to only cast light downward, not outward toward abutters, roads and other neighbors.

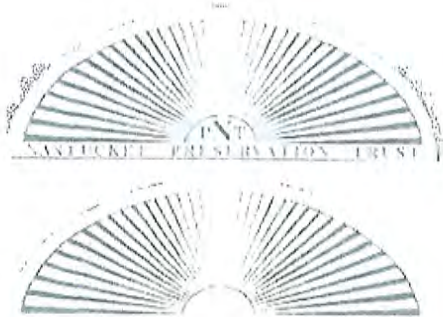
Additionally, the submitted plans, while showing a single view of the proposed pool area from the interior of the property, there are no proposed views from off site or any abutters' properties nor from New Jersey Avenue or Maine Avenue.

Any approval ought to be conditioned that the pool area is to not be visible from the roads and the neighboring property at the time of inspection and noted as being "in perpetuity". Mature, indigenous plantings should be installed to accomplish this buffering instead of the proposed plan which has no

dangerous precedent. When visit site you can see the remnants of plantings that have died off and were done by professional landscapers and all died. Area by pool is still exposed to ocean.

Steve Murphy - 5 Rhode Island – 40 years, three winters ago water had encroached onto the lot, out of character with area, this is not like the rest of Madaket on the other side of the bridge, no security fence, old Eel skin house rented by multiple children. When HDC makes visit look at the limited growth above 2/3 feet and what it is and where it is. What is there is inadequate to cover the pool as close pool is to Maine Ave.

Become a Member



NANTUCKET PRESERVATION TRUST

From
B. Heron
1/16/17
FILE COPY

UNCATEGORIZED

Smith's Point: Nantucket's Far West End

JANUARY 14, 2021 | RITA CARR

Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.



Map of Nantucket including Tuckernuck, detail. 1838. Courtesy of the Nantucket Historical Association.

Cathy Flynn

From: Peter Homes <peter.homes@yahoo.com>
Sent: Monday, January 11, 2021 9:06 AM
To: Cathy Flynn
Subject: Pool on Smith Point

FILE COPY

Cathy,

I hope you are the proper person to speak with regarding the proposed inground swimming pool addition being proposed by 7 & 9 Maine Ave. As the co-owner of 8 Maine Ave., along with my sister, Pat Catchpole, I believe we would be the most highly impacted neighbor by this proposal.

As I am sure you are aware, our area of Smith Pt. has been highly impacted by erosion over the last few years. 10 Maine Ave was moved away from danger and placed directly behind our home. The old Eel Skin Inn, part of the 7 & 9 Maine property, was moved directly across from us. We are all now tightly bunched together but for a good cause, saving homes that have stood for many decades.

We now have a new neighbor, with no sense of the history of Smith Point or of what has been happening there. No fault of theirs I suppose, but still important. I personally am not aware of any swimming pools on Smith Point and my history goes back to 1972. Smith Point is not now nor has it ever been like other areas of the island, with grand mansions, swimming pools and tennis courts. Smith Point is humble, natural and, with very few exceptions, almost exactly like it was in 1972, save for the large amount of land taken by the Atlantic over the years.

The fact is, there is not enough space between residences to keep any pool from becoming a nuisance for noise, lighting, as well as a negative environmental impact. Additionally, to compare this proposed pool on Smith Point to the one on the property across the bridge on the other side of Ames Ave. which has a large plot of land and no abutting neighbor directly adjacent to the pool location, is very much comparing apples and oranges.

This seems to be a case of a somewhat naive neighbor attempting to make his property look like others he has seen in other areas of the island. No big crime, but they need to be set straight about Smith Point and about what it is to own a home there and be a neighbor there.

Thank you for any assistance you can be to us.

Sincerely,

Peter Homes
8 Maine Avenue
Nantucket, MA. 02554
917-922-6600

Cathy Flynn

From: Pat Catchpole <catchct@netscape.net>
Sent: Sunday, January 03, 2021 12:06 PM
To: Cathy Flynn
Subject: Madaket Advisory Board meeting January 4, 2021 re: 9 Maine Avenue application

To Cathy Flynn, Land Use Specialist, and the Madaket Advisory Board

Dear Ms. Flynn,

I am writing to address the agenda application item for a pool for 9 Maine Avenue, Madaket, scheduled for January 4, 2021.

My brother and I own the house *directly* across the street from 9 Maine Avenue, where the pool is proposed to be built. My parents, who originally visited Nantucket in 1950, bought 8 Maine Avenue (Brigadoon) in the early 70s and are the original owners. Our families have enjoyed the quiet, peaceful solitude of Smith's Point for 5 decades. Our children adore it as much as we do, and eventually will become the owners.

As we've seen the dune size and beach erode over the years, 2 homes moved right near us after the February 2016 storm, plus the more recent loss of the Emery stilt house, we understand how incredibly fragile the area is. It is delicate and precious, a last outpost on the western tip of our favorite place in the world.

The current owner of 9 Maine is new to the area, and can't have an understanding of the real terror that storm produced for many of us, especially those who had to move their homes. Smith's Point is fragile, delicate and small, and feels more or less the way it did when we were teenagers. The loss of the corner of Maine Avenue to the storm is still a shock every time we see it. We know mother nature will always win.

The concept of a pool, steps from the most pristine beach and ocean, is ludicrous. And if you don't want the surf beach, a few hundred steps away is the "quiet beach," shallow, safe and total bliss. Smith's Point is a very quiet part of the island. We all encourage lights off in the evenings, so we can enjoy the magical night sky. A hole in the ground with salt water directly across from our deck, a few hundred feet from the ocean, is an anathema to me. There are noisy filters, maintenance, lights, fencing, parties. To hear pool noise over the surf, the surf being one of the reasons we love the area so much, is insane. And how will the local deer and kids be protected from wandering in – a huge fence?! It's just not appropriate in any way to the area. Not to mention it practically abuts our very expensive septic system.

While I am writing as a direct neighbor, I feel I speak for the entire neighborhood. So many owners have been there for decades – it's a place you love for finding it the way you left it, it's a community with character. An incredibly special community at that. I trust you will walk the area, and see how unchanged and like old Nantucket it is. It's one of the last places that still feels like I remember the island did in the 1960s, which is the best part of its charm. Can you imagine what Millie Jewett would think?!

Thank you,

Pat Catchpole
8 Maine Avenue
Smith's Point

Cathy Flynn

From: Bonnie Havery <BHavery@msn.com>
Sent: Wednesday, January 06, 2021 5:32 PM
To: Cathy Flynn
Subject: application for pool at 7 Maine Ave.
Categories: PRINTED AND ENERGOV

FILE COPY

We are writing because of our concern regarding the application of Charles Schwarzapfel to install an in-ground swimming pool on his property at 7/9 Maine Avenue on Smith Point. We know of neighbors who have voiced their very valid concerns, and rather than repeat them, we would like to submit the following:

We have been seasonal residents of Smith Point for close to 50 years, and recognize that it is one of the few neighborhoods of Nantucket that have maintained the character of old Nantucket, simple and in keeping with Nature. We know that there are many islanders who share this belief, and understand its importance for the island. Preserving that character has occasionally required watchfulness and action, and we believe that this is one of those times. An in-ground pool is completely out of character with our neighborhood. It would introduce a foreign element that could easily be used as a precedent for other in-ground pools, with all the noise generally connected with them, and the potential danger of an unfenced pool, changing the unpretentious nature of the Point. The Point has one of the most beautiful ocean beaches in America right at its doorstep, and an ideal family beach with generally calm waters in Madaket Harbor. We are puzzled by any feeling that there is a need on our Point for an additional place to swim.

We hope that you will consider the points raised by our neighbors and those raised in this letter in reaching your decision.

Respectfully submitted,

Robert and Bonnie Havery
6 Maine Avenue
Nantucket

This email was scanned by Bitdefender

Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 3/22/2021

To: Historic District Commission

From: Madaket Advisory Board

Members Present

(X) Linda Williams- Chair (X) Brad Fleming (X) Tom Erichsen (R) Bruce Mandel (X) Robert Kucharavy
Alternate: () Mark Palmer

Applicant: Charles Schwarzapfel Address: 9 Maine Ave- Pool

Historic information/known history

(X) Non-Contributing () Contributing () Individually significant

Comments

() Incomplete application () Historical information needed () No Concerns () Recommend View

() Does not meet guidelines **(X) Not appropriate** (As noted below)

Recommendations:

- Location of the lighting of the pool and the pool equipment
- Does not fit the character of Smith's Point, out of context for the neighborhood
- The visual impact of what has to be done to screen the pool
- Close proximity to Eel Skin Inn- historical character

Public Comment

Robert and Bonnie Havery, 6 Maine Ave - Suggested Screen from beach and NH Ave. Would like HDC to consider historic value of Eel Skin Inn.

Pat Catchpole, 8 Maine Ave- not in context with area, pool lighting a concerned. Screening life span- Pool equipment location and pool lighting

Andrea Baier: represents homeowner at 19 NH Ave. lighting and pool equipment location.

Motion on Recommendations:

Motion to accept comments made by RK; Seconded by TE

4-1 Fleming, Erichsen, Kucharavy and Williams- aye//Mandel- Recused

Cathy Flynn

From: Stephen Theroux <steve@nantucketarchitecture.com>
Sent: Monday, March 22, 2021 2:11 PM
To: Cathy Flynn; Holly Backus
Cc: czarinalinda@comcast.net; Charles Schwartapfel (charles@crs-ra.com)
Subject: Emailing: eel skin pg 1.pdf, eel skin pg 2.pdf
Attachments: eel skin pg 1.pdf; eel skin pg 2.pdf
Categories: IMPORTANT

FILE COPY

Cathy and Holly,

Here is some supplemental information we were able to locate on Eel Skin, First 9 Maine Avenue was not its original location. It was located near Madaket Marine and was a shack that was moved in 3 pieces across the bridge. Second it was renovated by a previous owner and 70 % of the structure was replaced. Third it was moved a third time to its current location and a full basement was added under the structure. Forth the structure was deemed noncontributing by the HDC in 2006.

Please take this new information into consideration at tomorrow night's meeting.

Thank you
Stephen Theroux
NAG

Your message is ready to be sent with the following file or link attachments:

eel skin pg 1.pdf
eel skin pg 2.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

This email was scanned by Bitdefender

Cathy Flynn

From: Murphy, Stephen <Steve.Murphy@lockelord.com>
Sent: Monday, March 15, 2021 2:27 PM
To: Bonnie Havery; Cathy Flynn
Cc: abaier34@gmail.com; Pat Catchpole; Pat Catchpole; janelabarbera@gmail.com; Susan Hutton; 'dcrozier@rollins.edu'; Gerstman Richard; gpappageorge@sbcglobal.net; kmgel@gmail.com; marisakafantis@gmail.com
Subject: RE: Pool Application 9 Maine Avenue
Categories: IMPORTANT

FILE COPY

Dear Ms. Flynn:

While I note that the HDC may not consider the 9 Maine Avenue Pool application for some time I did want to go on record as a 40-year Summer resident of Smith Point with several points for the HDC's consideration:

1. The prior owners of the 9 Maine Avenue property (the Bathons) planted bayberry and beach plum in the southwest corner of the property parallel to New Jersey Avenue; they all died from the wind and salt air.
2. The earlier and current diagrams of the pool all suggest a unified single family property with the Eel Skin Inn to the east and the main house to the west. The fact is that Eel Skin will be rented (as it has been for the past 10 years or more) for much of the summer by families with children. The current diagrams show no protective borders or fences to protect children at Eel Skin from the threats presented by the pool.
3. The new diagrams seem to incorporate a pool house. Will the pool house be designed in a manner consistent with the historic character of Smith Point? What provision has been made to protect against spills of the chemicals necessary to maintain the salinity of the pool?
4. The new diagrams plainly show that some of the plantings to the south of the pool will be made on property owned by Brigadoon LLC. Has authorization been obtained from the property owners? Will the planned construction interfere with the Brigadoon LLC tight tank located on this same piece of property?
5. The new diagram show existing beach plum growing on the northern border of the 9 Maine Avenue property but as photos from the earlier submission clearly shows these plants are stunted at best as seen from the photos from the earlier submission taken from Maine Avenue directly through the 9 Maine Avenue property to the Saltaway Cottage on New Hampshire Avenue.

Thank you for your time and attention. Best regards, Steve Murphy

From: Bonnie Havery <BHavery@msn.com>
Sent: Sunday, March 14, 2021 3:08 PM
To: Cathy Flynn <cflynn@nantucket-ma.gov>
Cc: abaier34@gmail.com; Pat Catchpole <catchct@netscape.net>; Pat Catchpole <patchpole@gmail.com>; Murphy, Stephen <Steve.Murphy@lockelord.com>; janelabarbera@gmail.com; Susan Hutton <hutton4834@gmail.com>
Subject: Pool Application 9 Maine Avenue

**** External email ****

Regarding the application to install an inground pool at 9 Maine Ave.:

It seems to us that one of the key issues in this proposal is the fact that no matter how you try to hide this proposed pool, there would still be an element introduced to our neighborhood that would be out of character with the simple atmosphere of old Nantucket that exists there. The fact that it would be placed next to a structure of historic significance, the Eel Skin Inn, makes it even more egregious to any effort to protect an important part of Nantucket's history.

Cathy Flynn

From: Thomas Erichsen <erichsentbe@gmail.com>
Sent: Sunday, March 14, 2021 10:56 PM
To: Cathy Flynn
Subject: Fwd: Smith Point pool

FILE COPY

Sent from my iPhone

Begin forwarded message:

From: "Murphy, Stephen" <Steve.Murphy@lockelord.com>
Date: March 14, 2021 at 2:34:27 PM EDT
To: Tom Erichsen <erichsentbe@gmail.com>
Subject: Smith Point pool

Tom: I trust that this note finds you and your family safe and healthy. I hss as d a couple of thoughts on the proposed pool that I would like to share with you:

First, the prior owners of the property (the Bathons) planted bayberry, beach plum and grasses on the southwest corner of the property along New Jersey Avenue; they all died from the wind and. salt air.

Second, the diagrams of the pool all suggest a unified property with Eel Skin to the east and the main house to the west. The fact is that Eel Skin will be rented for much of the summer by families with children. How will those families, and particularly the children, be protected from the threat presented by the pool? Why isn't some type of barrier being proposed for between the pool an Eel Skin?

Third, the new plans seem to incorporate a pool house. Will that be designed in a manner consistent with the historic character of Madaket?

Fourth, what provision has been made to protect against spills of the chemicals necessary to maintain the salinity of the pool?

Thanks for your help Tom. Best regards, Steve

[http://images.lockelord.net/Locke_Lord_SQ_Logo_RGB_web.png]<<http://images.lockelord.net/>>

Atlanta | Austin | Boston | Brussels | Chicago | Cincinnati | Dallas | Hartford | Houston | London | Los Angeles | Miami | New Orleans | New York | Princeton | Providence | San Francisco | Stamford | Washington DC | West Palm Beach

For more information visit www.lockelord.com<<http://www.lockelord.com>>

CONFIDENTIALITY NOTICE:

This e-mail and any attached files from Locke Lord LLP may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail by accident, please notify the sender immediately and destroy this e-mail and all copies of it. We may scan and or monitor emails sent to and from our servers to ensure regulatory compliance to protect our clients and business.

Cathy Flynn

From: Dara Foundyller <9massave@gmail.com>
Sent: Sunday, March 14, 2021 3:42 PM
To: Cathy Flynn
Subject: Pool Application - Smith's Point

Categories: IMPORTANT

Please deny the permit. Let Smith's Point simple cottage and beach lifestyle continue with thoughtful, appropriate evolution. Who needs a pool when you have public beaches at your front and back door. Maybe if you lived on Orange Street? Permit this, you set a precedent.

Dara Foundyller
9 Massachusetts Ave

This email was scanned by Bitdefender

FILE COPY

Cathy Flynn

From: Bill Hamlen <WilliamPHamlen@yahoo.com>
Sent: Sunday, March 14, 2021 3:24 PM
To: Cathy Flynn
Subject: Pools on Smith's Point

Categories: IMPORTANT

Hi Kathy,

My name is William Hamlen and my wife and I own the property on 8 New Jersey Avenue on Smith's Point. I understand that there is an application to put a pool on the Smith's Point. While I tread very cautiously in opposing anything that a neighbor may wish to do with his or own property, I am concerned that the excess water used to fill the pool AND maintain all of the proposed plants will deplete our fragile aquifer. I would also note that this winter's erosion has been severe and our aquifer is also under siege by the sea. If anything can be done to mitigate this risk to the aquifer, then I would rest my objections.

Thanks for your consideration,
William Hamlen

This email was scanned by Bitdefender

FILED

Cathy Flynn

From: Bonnie Havery <BHavery@msn.com>
Sent: Sunday, March 14, 2021 3:08 PM
To: Cathy Flynn
Cc: abaier34@gmail.com; Pat Catchpole; Pat Catchpole; Murphy, Stephen;
janelabarbera@gmail.com; Susan Hutton
Subject: Pool Application 9 Maine Avenue
Categories: IMPORTANT

FILE COPY

Regarding the application to install an inground pool at 9 Maine Ave.:

It seems to us that one of the key issues in this proposal is the fact that no matter how you try to hide this proposed pool, there would still be an element introduced to our neighborhood that would be out of character with the simple atmosphere of old Nantucket that exists there. The fact that it would be placed next to a structure of historic significance, the Eel Skin Inn, makes it even more egregious to any effort to protect an important part of Nantucket's history.

Respectfully submitted,
Robert and Bonnie Havery
6 Maine Avenue

This email was scanned by Bitdefender

Cathy Flynn

From: Richard Gerstman <richard@gerstman.com>
Sent: Thursday, March 04, 2021 2:55 PM
To: Cathy Flynn
Subject: Swimming Pool at Maine Ave.

Categories: IMPORTANT

Dear Ms. Flynn,

My husband and I strongly oppose the installation of a swimming pool at Maine Avenue at Smith Point. We have been lucky enough to enjoy the natural beauty, tranquility and historical Nantucket aura of Smith Point every summer for 48 years in our "Jetsam" cottage at 22 Massachusetts Ave.

The building of this pool could result in many future pools here. Attempts to camouflage the negative visual impact of safety fencing around pools could be only temporary, because the wind and sandy soil in this area makes plantings futile. The water quality for drinking, swimming and fishing is very fragile here, and will be exacerbated with further pool installations. This pristine and unique environment must be preserved.

Thank you very much,
Jo Ann and Richard Gerstman

This email was scanned by Bitdefender

FILE COPY

-----Original Message-----

From: Andrea Baier <abaier34@gmail.com>

Sent: Sunday, February 21, 2021 2:03 PM

To: Cathy Flynn <cflynn@nantucket-ma.gov>

Cc: Baier Andrea <abaier34@gmail.com>; Baier Bruce <abbaier@att.net>

Subject: Re: Pool Application, 7/9 Maine Ave.

Hi Cathy

Thank you for your note.

I have, since writing this letter, seen the revised pool plans which include the landscaping and the location of the pump house/pool equipment. My hope is to include these additional concerns with the ones that I have already expressed in my letter dated 01/28/21.

As longer term landowners on Smith's Point and anyone else who is familiar with that unique, fragile area know, the suggested landscaping in the pool plan is ridiculous. While the plantings might survive one year, they would eventually all die from the sandy soil and the wintertime exposure to the ocean spray, and the pool would be completely exposed on both the north and south sides. Indeed, much of the planting that the owners had done last summer has already died.

Our very small cottage and deck on 19 New Hampshire Avenue looks directly onto the back of Eel Skin Inn and the lawn between Eel Skin and the bigger house. If someone from the HDC committee were to visit to our property, he/she would see that the distance between our cottage and Eel Skin is very close—indeed, on some mornings while standing on our deck and without at all raising my voice, I have carried on conversations with an Eel Skin Inn renter.

As far as I can tell from the proposal, the pump house would be right next to the back of Eel Skin on the north property line. Not only would we be looking directly at it, but also we would be constantly hearing the pump.

Again, thank you!

Sincerely,

Andréa Baier

FILE COPY

Cathy Flynn

From: Bonnie Havery <BHavery@msn.com>
Sent: Saturday, January 16, 2021 1:18 PM
To: Cathy Flynn
Subject: Smith Point pool application

Categories: TO BE ADDED TO ENERGОВ AND APP

The following is a statement posted by the Nantucket Preservation Trust that is highly relevant to your considerations of the application to install an in-ground pool on Smith Point. Please bring this to meetings. Thank you.

The Havery's, 6 Maine Ave.

Smith's Point: Nantucket's Far West End

[JANUARY 14, 2021 RITA CARR](#)

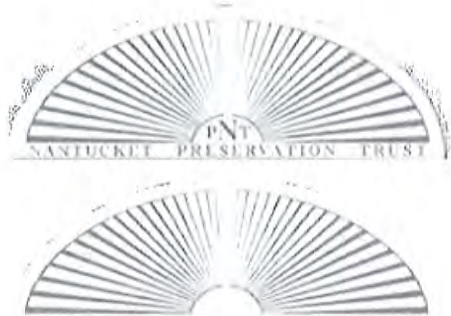
Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.

Map of Nantucket including Tuckernuck, detail. 1838. Curtesy of the Nantucket Historical Association.

The Point has long been known for its excellent fishing, but few dwellings were constructed here, outside of a handful of fishing shacks and modest homes along Hither Creek. In the 1910s, Otis Emerson Dunham, owner of several hundred acres in Madaket, contracted with the Massachusetts Coastal Company to develop a subdivision he called "Maddequet Terrace," including much of Smith's Point. Though there was an early frenzy of buying, little development followed, and by 1920, many of the parcels were forfeited to the Town of Nantucket for delinquent tax benefits. For others, however, the ease of travel brought on by the introduction of the automobile to Nantucket inspired the building of simple cottages near the beaches of Smith's Point.

One of the oldest buildings on Smith's Point is the Eel Skin Inn at 9 Maine Avenue. It was originally constructed next to the Hither Creek Boat Yard circa 1910. It served as a shack for eel fisherman and others to skin their catch after a day's fishing. It was also, apocryphally, a rumrunner's shack during Prohibition. It was moved to its present site on Maine Ave in 1975 by Tom Lazor, also known as **Colonel Bat Guano**. A small addition was put on following the Inn's move across Hither Creek, but the structure's historic character is defined by its low roof profile and varied fenestration.

Become a Member



NANTUCKET PRESERVATION TRUST

From B. L. Hanning
1/16/2021

UNCATEGORIZED

Smith's Point: Nantucket's Far West End

JANUARY 14, 2021 | RITA CARR

Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.



Map of Nantucket including Tuckernuck, detail. 1838. Courtesy of the Nantucket Historical Association.

Cathy Flynn

From: Joanna Leary <joanna.leary28@gmail.com>
Sent: Tuesday, February 02, 2021 9:27 AM
To: Cathy Flynn
Subject: pool at 9 Maine Avenue

FILE COPY

Dear Ms. Flynn,

I write to express my concerns about the application by the new owners of 9 Maine Avenue in Madaket to put in an indoor pool. This is an extremely poor idea for a variety of reasons:

1. My primary concern is the water availability on Smith's Point. As you know, this is a highly fragile ecosystem. There is just not much fresh water in the lens below Smith's Point. An inground pool needs to be filled with water: where are they going to get that water from? This would put undue stress on the aquifer.
2. We have been told that we will never get town water out to Smith's Point, so see above. What are we supposed to do when our wells run dry b/c of this ill-conceived pool? Our house is on Massachusetts Ave and we already have egregiously poor water quality. Over the 50+ years we have owned our home we have watched our water quality steadily decline as more and more houses were built on the point.
3. That area is vulnerable to ocean erosion and wave incursions. If there is a pool there, that is just one more thing to contribute debris to the ocean in the case of washover.
4. Allowing this pool to be put in sets a precedent for the rest of Smith's Point that is not a welcome one. Smith's Point cannot support **any** indoor pools.

For the above reasons, this application should be denied by the HDC. Please feel free to contact me if you have any questions.

Thank you for your time,

Joanna Leary
7 Massachusetts Avenue
207-408-1853

Cathy Flynn

From: Andrea Baier <abaier34@gmail.com>
Sent: Thursday, January 28, 2021 3:47 PM
To: Cathy Flynn
Subject: Pool Application, 7/9 Maine Ave.

FILE COPY

Hi Cathy

It has recently come to my attention that the owners of 7/9 Maine Ave. wish to build an in-ground pool on their property on Smith's Point.

My brothers and I own a small cottage on 19 New Hampshire Ave., which my parents purchased in the early 1970's. Our property abuts 7/9 Maine Ave.

As I am sure you know already, Smith's Point is unique. It is an environmentally fragile area, an informal beach scape neighborhood that is very different from the rest of Madaket. The cottages on Smith's Point are small, quaint structures, humble in their historic appeal and proud of the way that they blend with the aesthetic of the area. An in ground pool goes against the very nature of Smith's Point.

As you may also know, 7/9 Maine Ave. is separated from the ocean by a small dune that has, in the recent past, been destroyed and is only now, with the great effort of many of the homeowners, rebuilding. Indeed, Eel Skin Inn, the historic cottage original to 7/9 Maine Ave., had to be re-located and moved back when the waves were lapping at its door. From an environmental perspective, an in-ground pool in such an unstable area seems like a disaster waiting to happen.

My hope, and I know the hope of other land owners in the Smith's Point area, is that the application for a pool will be denied.

Thank you so much.

I hope that all is quiet on the island, that you are enjoying the winter months and staying healthy.

Sincerely,

Andréa Baier (and Doug, Bruce, and Chris Baier)
802-377-7227

a maine Ave
pull

FILE COPY

#10-2033



#10-2033







THE ARTS

Colonel Bat Guano's Eel Skin Inn

By PETER B. BRACE
INDEPENDENT WRITER

Amongst proper beach cottages lining the Madaket sand roads — those named after U.S. states — with quarterboards such as "Saltaway," "Beachcomber," "Windblown," "Sea Urchin" and "Madascape" is the Eel Skin Inn at 9 Maine Ave., just west of California Avenue.

Tourists have never searched in vain for a bed & breakfast bearing that title. And, eels have never entered the cramped confines of this building — unless, of course, they were first speared for skinning and smoking.

The Eel Skin Inn, with its crooked roof and low-slung, narrow barracks look, was the late Tom Lazor's slice of west end summer heaven that he converted from an eel shack, originally located next to the Hither Creek Boatyard, into a cottage. When Lazor was alive, the Eel Skin Inn was teeming with neighborhood children, yellow Labrador retrievers and Lazor's west end co-conspirators.

"It was a Madaket shack," said Tennessee Avenue resident Beverly Hall. "Tom kept it rustic with real Madaket flavor. It was always appreciated, and you went in there and time went backwards. We always called it 'Tom's Beach' when we went swimming there."

The launching site for many a picnic to Esther's Island, steamer digging expeditions and simple lunches carried over the dunes, the Eel Skin Inn stands intact today because of those who understood Lazor's summer-in-Madaket mantra.

Its present owners, Rebecca and Edward Odegaard, were entranced immediately upon seeing the cottage, and purchased it because of what it represented: open stud walls, no electronic entertainment and beach sand that they knew they could never keep out.

"For years, we had owned a house in town, and I used to go out to Madaket to watch the sunset. In my wanderings, I came across the Eel Skin Inn, and I was really curious about it," said Odegaard. "It didn't look like a normal Nantucket house. It had the front seat of a car on the front. It was a little bit scary. I always thought that somebody with a shotgun would come out of the front door."

Surviving several plans for its demise or expansion prior to Rebecca's discovery, and coming out revived and fortified after the Odegards' restoration, the Eel Skin Inn is once again on the market.

COLONEL BAT GUANO

Live eels were first shipped from Nantucket to markets in Boston and New York in 1874," said Nantucket fishermen J. Clinton Andrews in his book, "Fishing Around Nantucket." "And they were packed in barrels of wet seaweed and sold for twenty dollars a barrel. The



BEVERLY HALL PHOTO



ROD BUNCELEY THE INDEPENDENT



BEVERLY HALL PHOTO

The man and his "inn," Tom Lazor, top, A.K.A. Colonel Bat Guano, spent as much time as he could at his Madaket cottage on Maine Avenue called the Eel Skin Inn, above. Lazor cherished the rustic summer essence of the cottage, the friendships and his son, Jared, at left. The Eel Skin Inn is now for sale for \$1,495,000 by its present owners, Rebecca and Edward Odegaard, through real estate broker Susie Lister Locke, one of the colonel's close friends.

dealers kept a percentage or commission of the price paid by the buyers."

The spearing and marketing of American eels, which at one time thrived in Hither Creek, Madaket Harbor and the island's great ponds to support a fishery, sounds a little bit too much like work. And although Lazor's cottage had the work "eel" in its name, worked definitely did not come into play.

Playing hooky from real world responsibilities did, however, rule the day. Lazor, who also went by his self-dubbed "summer name," Colonel Bat Guano, was an advertising executive from Connecticut for several pharmaceutical companies, according to his friend Susie Lister Locke of Windwalker Real Estate, the listing broker for the colonel's cottage.



UNDER THE EAVES
INDEPENDENT PHOTOGRAPHY
BY PETER B. BRACE

Locke said Lazor would arrive on the island by plane, along with a dozen yellow Labrador retriever puppies and head straight for the Eel Skin Inn. Within 20 minutes after arriving at his Maine Avenue digs, Lazor would be out on the water in his Boston Whaler.

Two milk crates of steamers were always hanging in the water off his Whaler and were fair game for those intrepid and honest enough to dig up replacements. A party atmosphere was the norm around the inn, recalled Locke, who remembers many picnic trips with Lazor and their crowd out to Esther's Island.

Locke said Lazor shared with her a part of Nantucket she never knew existed. Having never spent much time out in Madaket before she met Colonel Bat Guano, Locke eventually fell happily in love with Lazor's group of Madaket cottage dwellers.

A RUMRUNNER'S SHACK

The Eel Skin Inn comprises two bedrooms, a tiny bathroom, kitchen, small sitting room and a front porch facing the ocean just over the dunes about 150 feet from the water. Lazor, and the Odegards after him, cherished the inn's fishing connection to the island's past, making just enough changes to keep the former eel shack habitable without stripping it of too much of its history and casual summer feel.

"I think that it was a smokehouse for eels that they caught. In fact, after we bought the house, somebody came by and gave us some eelspears and said that they originally came with the house and thought that they belonged with the house," said Odegaard.

Locke said eel fishermen would sit around a potbelled stove in the shack drinking rum, skinning and smoking their catch. Because their taste was too strong during the summer, eels were speared more frequently during the winter through holes in the ice, said Andrews.

"It was originally called the Five Ds, next to the Hither Creek Boatyard, now called Madaket Marine, and Tom moved it across the culvert and put it on that spot," Hall remembers.

Though deemed a non-contributing structure by the Historic District Commission's Nantucket Island Architectural and Cultural Resources Survey, the inn, which the HDC believes was built around 1910, may have served an alternate purpose.

"...Was a rumrunner's shack at the turn of the century when located at the

See UNDER THE EAVES, page 25

THE ARTS

Voters: Town should provide land for arts center

By MARLI GUZZETTA
INDEPENDENT ARTS EDITOR

We, the people of Nantucket, in order to form a more perfect island, establish the long-term growth of a substantial year-round sector of the local economy, provide a place for all forms of the arts to thrive, perform, create and learn, do ordain and establish that the city should provide land for the construction of the Community Arts Center—somewhere and at some point.

That was the result of the Annual Town Vote last Tuesday, when citizens voted 2,030 to 1,220 that the town should provide land for the creation of a Community Arts Center (Question 5) while voting 1,991 to 1,211 that the town should not provide management for the creation of a Community Arts Center (Question 6) and 1,785 to 1,404 that the town should also not provide financing for the creation of a Community Arts Center (Question 7).

"I'm thrilled. This underscores the general community support for a community arts center on town land, by overwhelming majority," said Finn Murphy, who

served on the Board of Selectmen's work committee to explore possible uses for the property on 2 Fairgrounds Road, considered by many to be the lead contender for the site of a community arts center.

"I think that it would be a good addition to our infrastructure here," said Nantucket Planning Director Andrew Vorce on the Community Arts Center. Board of Selectmen Chair Whitley Willauer seconded the support: "I like the idea. I think it's needed. ... You got one step in the right direction—one of the hardest things to do around here is find land for these situations."

Murphy and Reggie Levine, President of the Nantucket Arts Council, both agreed that the next step is a study for what is needed in an arts center and a subsequent proposal to bring to the town.

"It seems to me that this group now, based on this vote, would start putting together their specific program of what this center would be," Vorce said. "If they don't have specifics, they should get busy on that."

This gets to the most pressing question facing the future of the arts center now: Who?

Now that the town has voted to have non-civic groups spearhead the project, who is going to be its cat-

alyst?

"Somebody has to become a proponent and initiate the action," Willauer said. "Somebody has to get behind this and be the proponent and organize this as far as the functions and the size and the shape and financing, you name it. This has to have people pushing it."

Levine suggested that the long-standing arts organizations should "of course be consulted."

"I would think you have certain organizations already in place: like the Nantucket Theatre Workshop, the Arts Council, the Artists' Association—these are three organizations that have been around a long time and have proven their worth."

Despite not yet knowing who will ultimately become the advocate for the center, Levine is wholly optimistic.

"This is an adventure that they're starting," Levine said. "It's a new concept, something that is long overdue—there should be a great deal of thought and enthusiasm, because this will have a tremendous impact on this community. And if we approach it with a positive idea, the attitude should be positive, because it's exciting. The other elements, they'll fall into place." ■

UNDER THE EAVES

Continued from page 23

boatyard," reads the HDC's survey under the heading, "Significance."

Whatever its use, Lazor wanted it. He purchased the eel shack in 1975 for around \$200, according to Locke, and moved in it three sections over to his land at the corner of Maine and New Jersey avenues, widening Millie's Bridge to get it across Higher Creek.

"I think someone named Miller may have owned it (at the boatyard)," said Hall. "I remember the day it was moved. That was a big day. They didn't think it would make it."

Piecing it back together, Lazor's renovations were just enough to add living space, plumbing, electricity and phone service.

The colonel eventually built what Locke calls the boathouse on his second lot at 7 Maine Ave. for his son, Jared.

The little bunkhouse about 100 feet from the inn has one bedroom, a full bathroom and a sundeck. A tiny garage/storage room is attached to the north side of the boathouse.

AN OLD SUMMER COTTAGE

The Eel Skin Inn changed hands several times after Lazor—who passed away last year at 78—sold it, and before the Odegards bought it in May 2001 for \$525,000.

"We went to look at it and it was definitely a house where the wind was blowing right through it," said Odegard. "We saw it in March, but as soon as I walked into it I was completely smitten with bringing it back to life. The screen door came off in my hands as we walked into it."

"My husband's always wanted to have a house where he could walk to the beach with a book; we weren't concerned with the busyness of town."

Fiercely protective of their Smith's Point summer enclave, all of Lazor's neighbors were concerned that whomever bought the inn would scrape the lot clean and start over with an uncharacteristically large "beach" house, similar to those along Eel Point Road. And although the two owners before the Odegards designed and filed such plans, none of them came to fruition.

And then Rebecca and her husband

picked up the old inn, and the neighborhood relaxed.

"I think that out on Smith's Point there was huge sigh of relief that we didn't bulldoze it," said Odegard. "They couldn't believe that we kept it. We really wanted to save it and not watch it fall down."

As former New York City dwellers who had historically restored their former Pine Street home, the Odegards are at once believers in preservation and bohemia at heart when it comes to their summer cottage.

Replacing about 70 percent of the wood framing, flooring, walls and trim inside and out of the inn, the Odegards believed in making it livable while protecting its shape and appearance, right down to the dip in the roof.

A mahogany enclosure was built over the east-end porch. All of the windows were replaced with antique glass and trimmed with mahogany. And a mahogany deck, nearly flush with the ground, was built onto the east side of the house with an outdoor shower on it.

Inside, the changes included a claw-

foot bathtub in the west bedroom so Rebecca could look at the ocean while bathing. She also painted each room a different bright color: the colors of a beach ball as she describes it, including the red and cream-striped master bedroom floor, a turquoise smaller bedroom and a multicolored sitting room.

Beneath the house, the Odegards dug a five-foot crawl space, and on the grounds created a three- to four-foot berm in front of their enclosed porch and down New Jersey Avenue, planting it with beach roses to screen the house from the road.

"I hope we kept a feel of an old summer cottage," said Odegard. "We really wanted to have it be a carefree summer house instead of reconstructing a house from a busy city setting."

Not nearly as vaunted as Madaket Millie, nonetheless Tom Lazor still had his own following, his gang of Madaket disciples who ambled out of the pitch pine groves and over the dunes for his beach memorial service last August, some of them succumbing to Hall's goading to "go swimming with Tom" in the nude. ■

MARRIED

Continued from page 21

they change," said Trounstone, whose essay is on "passion and longing, and learning about the power of permanence over the power of transience."

Propp wrote about her husband's tendency to be "verbally abusive."

"I thought about leaving the marriage, but decided to stay, because it dealt with my issues of needing to speak up and defend myself. And I feel like he's been a great teacher at that," Propp said. "Publishing my essay was part of my campaign to speak out, and I think the more I have spoken out, the more he respects me and kind of listens to what I have to say."

At other book talks the women have hosted, the first question posed by attendants is almost always "What do the husbands think?" according to Propp.

"Anybody who contributed had a pretty decent marriage," Propp said. "Nobody was going to write

some scathing expose and remain married. In my case, and I know in Jean's case also, writing an essay about my husband has opened up lots of avenues of conversation. ... I think that the husbands were all incredibly generous to allow us to write about them."

Despite the hemming and hawing over divorce rates, Trounstone believes that marriage is a lasting, though flawed, institution. ("Without allowing everyone to marry, marriage is a more flawed institution," Trounstone added, referring to the lack of country-wide gay marriage.)

Propp and Trounstone do not claim to be experts on the subject of marriage. "We are not sociologists, and ours is not a book about answers, it's a book about questions," Propp said.

But they do admit that they have learned that the institution has enough room for everyone. "Marriage is different things to different people," Trounstone said. "There are a lot of ways that people can live their lives." ■

BOOK TALK

"Why I'm Still Married: Women Write Their Hearts Out on Love, Loss, Sex and Who Does the Dishes."

Co-sponsored by the Nantucket Athenaeum and the annual Women's Gathering.

When: Saturday, April 22. Reception from 6-7 p.m. with food & libations. Talk at 7 p.m.

Where: Athenaeum, Great Hall

Cost: Free

For more information on the discussion, call The Athenaeum at 228-1110.

Cathy Flynn

From: Andrea Baier <abaier34@gmail.com>
Sent: Sunday, March 21, 2021 10:25 AM
To: Cathy Flynn
Subject: Erosion on Smith's Point/Pool Proposal



FILE COPY

The Point has long been known for its excellent fishing, but few dwellings were constructed here, outside of a handful of fishing shacks and modest homes along Hither Creek. In the 1910s, Otis Emerson Dunham, owner of several hundred acres in Madaket, contracted with the Massachusetts Coastal Company to develop a subdivision he called "Maddequet Terrace," including much of Smith's Point. Though there was an early frenzy of buying, little development followed, and by 1920, many of the parcels were forfeited to the Town of Nantucket for delinquent tax benefits. For others, however, the ease of travel brought on by the introduction of the automobile to Nantucket inspired the building of simple cottages near the beaches of Smith's Point.

One of the oldest buildings on Smith's Point is the Eel Skin Inn at 9 Maine Avenue. It was originally constructed next to the Hither Creek Boat Yard circa 1910. It served as a shack for eel fisherman and others to skin their catch after a day's fishing. It was also, apocryphally, a rumrunner's shack during Prohibition. It was moved to its present site on Maine Ave in 1975 by Tom Lazor, also known as **Colonel Bat Guano**. A small addition was put on following the Inn's move across Hither Creek, but the structure's historic character is defined by its low roof profile and varied fenestration.



The Crooked House, c. 1950. Courtesy of the Nantucket Historical Association

Another one of Smith's Point's oldest homes is the iconic Crooked House, noted in *Building with Nantucket in Mind* as "a delightful example of additive massing." It was built along Massachusetts Avenue before 1938. It was owned by Henry Coffin, who together with his wife Anna owned many parcels in Smith's Point. It's most notable summer resident, however, was Fred Rogers. After first renting the cottage in the summer of 1960, he and his wife Joanne received the house as a Christmas present from his parents, James and Nancy Rogers, and spent decades visiting each summer.

Just up the street from Crooked House is 23 Massachusetts Ave, a quintessential Madaket fishing cottage. The property was also once owned by Henry and Anna Coffin, who sold it to Mary B. Gardner in 1935. The cottage was built shortly thereafter and still retains its simplicity and charm.





Houses at the end of Massachusetts Avenue, 2020.

The eclectic mix of early fishing shacks, cottages and ranch-style houses built between the 1910s and 1940s, and more angular, mid-century homes on Smith's Point are unified by their integration into the landscape, materials, and generally unpretentious scale and massing. As development pressures increase, care must be taken to ensure the Point retains its unique character.

RAMBLINGS, UNCATEGORIZED

North Liberty Street's Threatened Streetscape

JANUARY 7, 2021 | RITA CARR

*Friday, January 8 at 10 AM the Historic District Commission will hold a special meeting to hear a proposal to renovate and relocate on its lot the home at 27 North Liberty Street. **[Click here to view the proposed plans and other supporting documentation.](#)** **[View the meeting agenda here.](#)***

Threatened: North Liberty Streetscape

In 2014, the North Liberty streetscape near the Lily Pond was threatened by a controversial application to move a barn off the property at 29 North Liberty Street. The proposal was denied by the Historic District Commission (HDC) but overturned by the Select Board on an appeal. Later, the HDC reversed their own decision and approved the move. An appeal in Nantucket Superior Court resulted in the upholding of the HDC's original denial. A later appeal in State appeals court also upheld the HDC's initial denial.

8 1/2 x 11

Historic District Commission

OLD BUSINESS CHECKLIST



Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Ma 02554
508-325-7587

This checklist **MUST** be submitted with your application.

*Refer to the HDC Policies and Procedures for Applicants for further information link below:

<https://www.nantucket-ma.gov/DocumentCenter/View/28657/HDC-Policies-and-Procedures-for-Applicants-revised>

Failure to submit the required documents below for an Old Business meeting **MAY** result in delays.

✓	Sign in submission at Front Desk
	HDC case number: (ex HDC2020-xx-xxxx), if applicable 05-0895 10-2033
✓	Copy of Minutes (application item circled)
✓	Reduced (8 1/2 x 11) copy of application
✓	Locus Map: 4 copies: https://www.nantucket-ma.gov/151/GIS-Maps
✓	Four (4) copies of additional information requested by Commission- if applicable (i.e. pictures, FEMA flood Certificate, etc.)
✓	Four (4) Large sets of plans at 3/16" or 1/4" scale (circle all that apply) a. Site Plan b. North Elevation c. South Elevation d. East Elevation e. West Elevation f. Window/Door Schedule
✓	One set reduced plans: 8 1/2 x 11
✓	Electronic Submission: Each of the foregoing documents (including this checklist) MUST BE scanned to a single PDF file and emailed to hdcsubmissions@nantucket-ma.gov .
	Signed Affidavit: see reverse side

III. CONSENT WITH CONDITIONS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	59 Bartlett Road, LLC 01-2663	59 Bartlett Road	Driveway/ramp	66/99.1	Linda Williams
	• Due to minimal visibility				
2.	Sig Heller 01-2658	17 Margaret's Way	Rev 44884; pool autocvr	20/65	Linda Williams
	• Pool must not be visible at time of inspection and in perpetuity				
3.	Joseph Kelly 01-2657	4 Hollister Road	Shed	92.4/275	Linda Williams
	• Due to lack of visibility				
4.	Paula Barth 01-2659	18 Gardner Street	Expd deck 53sf/dr chg	42.3.4/81	Chuck Lenhart/SCI
	• Due to lack of visibility				
5.	John Manera 01-2656	5 Bartlett Road (portion)	New dwelling	55/102.3	Linda Williams
	• Remove capitals and plinths and keep railing/balusters				
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	None				
Representing	None				
Sign Advisory	None				
Concerns	No additional concerns.				
Motion	Motion to Approve through staff per noted conditions. (Coombs)				
Roll-call Vote	Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye			Certificate #	HDC2021-01-(as noted)

IV. NEW BUSINESS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Charles Schwarzapfel 10-2033	9 Maine Avenue	Pool	60.3.1/425	NAG
Voting	Pohl, Coombs, McLaughlin, Camp, Oliver				
Alternates	Welch, Thornewill				
Recused	None				
Documentation	Landscape design plans, site plan, photos, correspondence, and advisory comments.				
Representing	Steve Theroux, Nantucket Architectural Group				
Public	None				
Concerns (5:30)	Theroux – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial. Discussing where this lot is located and possible exposure to abutting roads. Backus – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape. Flynn – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way. Coombs – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission. Oliver – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board. McLaughlin – He doesn't think there should be any problem. Camp – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character. Pohl – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.				
Motion	Motion to Hold for revisions and to go back to MAB. (Camp)				
Roll-call Vote	Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye			Certificate #	



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587
Email: hdcsubmissions@nantucket-ma.gov

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

Waiver of the HDC 10 Day Hearing Requirement

I Stephen Thero
AS AGENT FOR Charles Schwarzappel
STREET ADDRESS 9 MAINE AVE
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON
3/9/2021

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet
within ten (10) days of the receipt of an application for a certificate of
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

[Signature]
Signature

3/9/2021
Date

8 1/2 x 11

October 8, 2020



Property Information

Property ID 60.3.1 425
Location 9 MAINE AV
Owner SCHWARZAPFEL CHARLES R



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

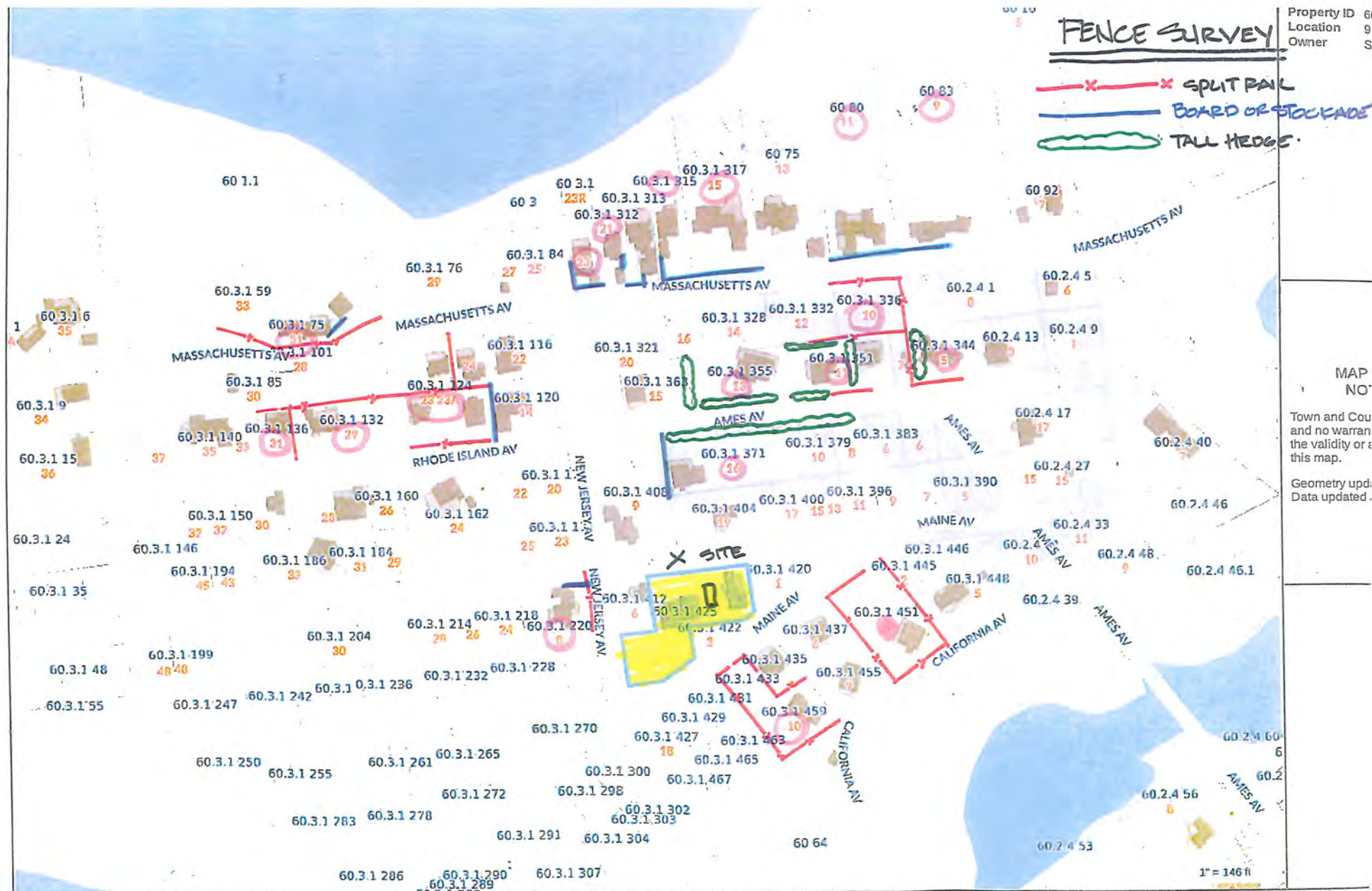
Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018
Data updated 11/19/2018

FENCE SURVEY

Property ID 60
Location 9
Owner S

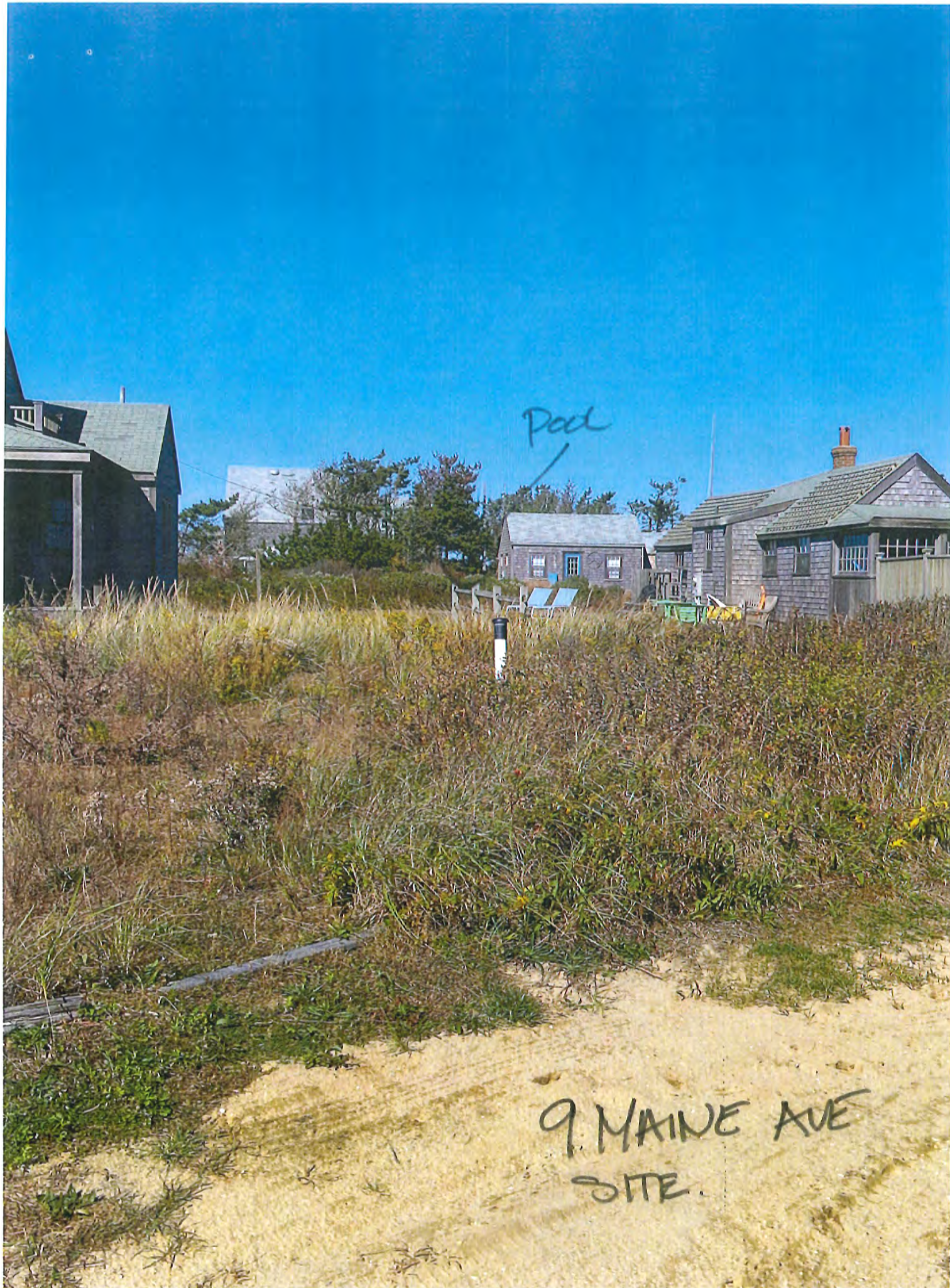
- X—X— SPLIT RAIL
- BOARD OR STOCKADE
- TALL HEDGE



MAP NO.

Town and County and no warranty as to the validity or accuracy of this map.

Geometry updated: Data updated.



Pool

9 MAINE AVE
SITE.



4 MAINE AVE
SPLIT



4 MAINE AVE.



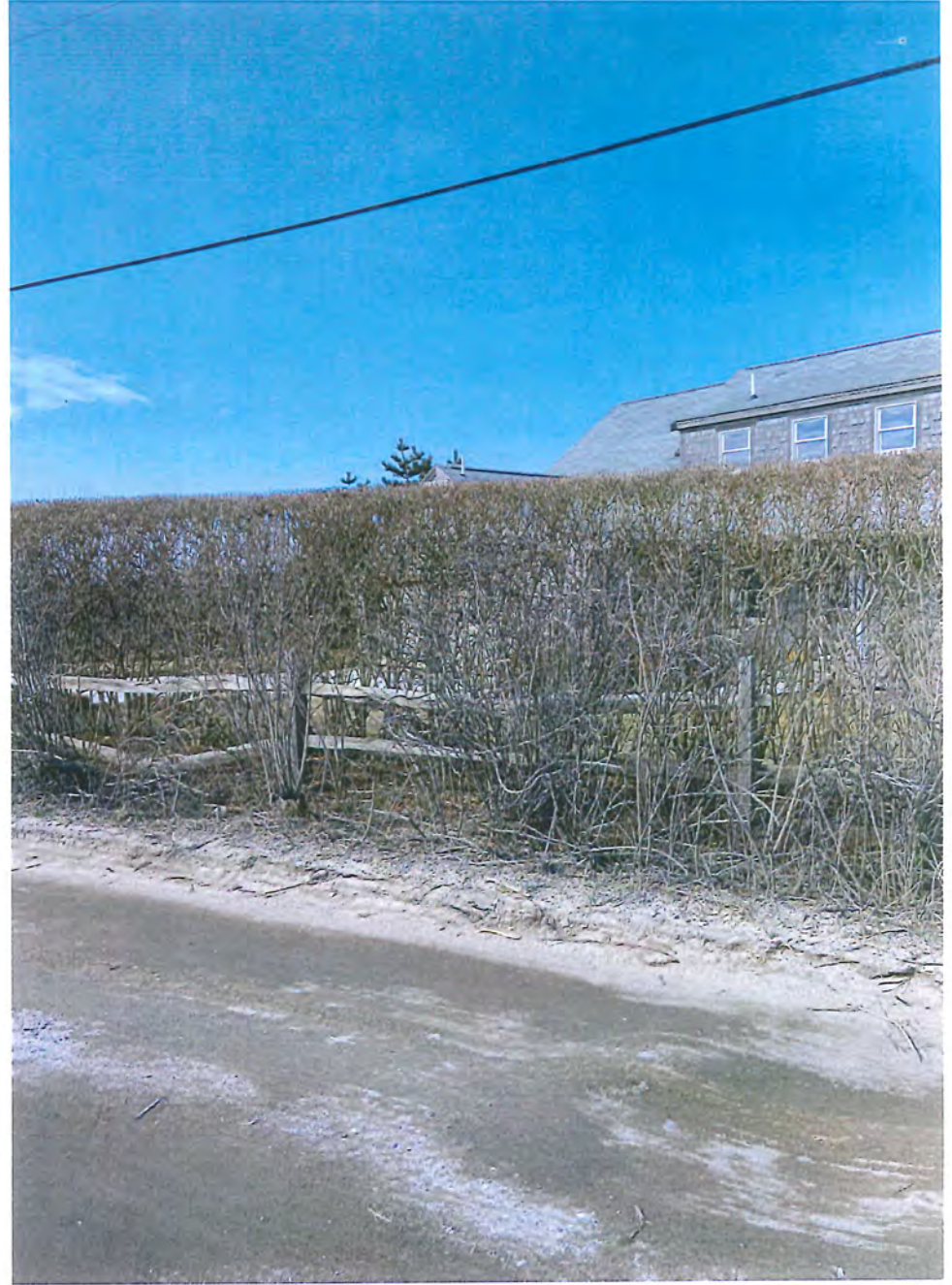
#5 AMES AVE **SPLIT**



~~#13~~ AMES AVE **SPLIT**
||



11 AMES AVE *SPLIT*



13 AMES AVE *SPLIT
HEDGES*



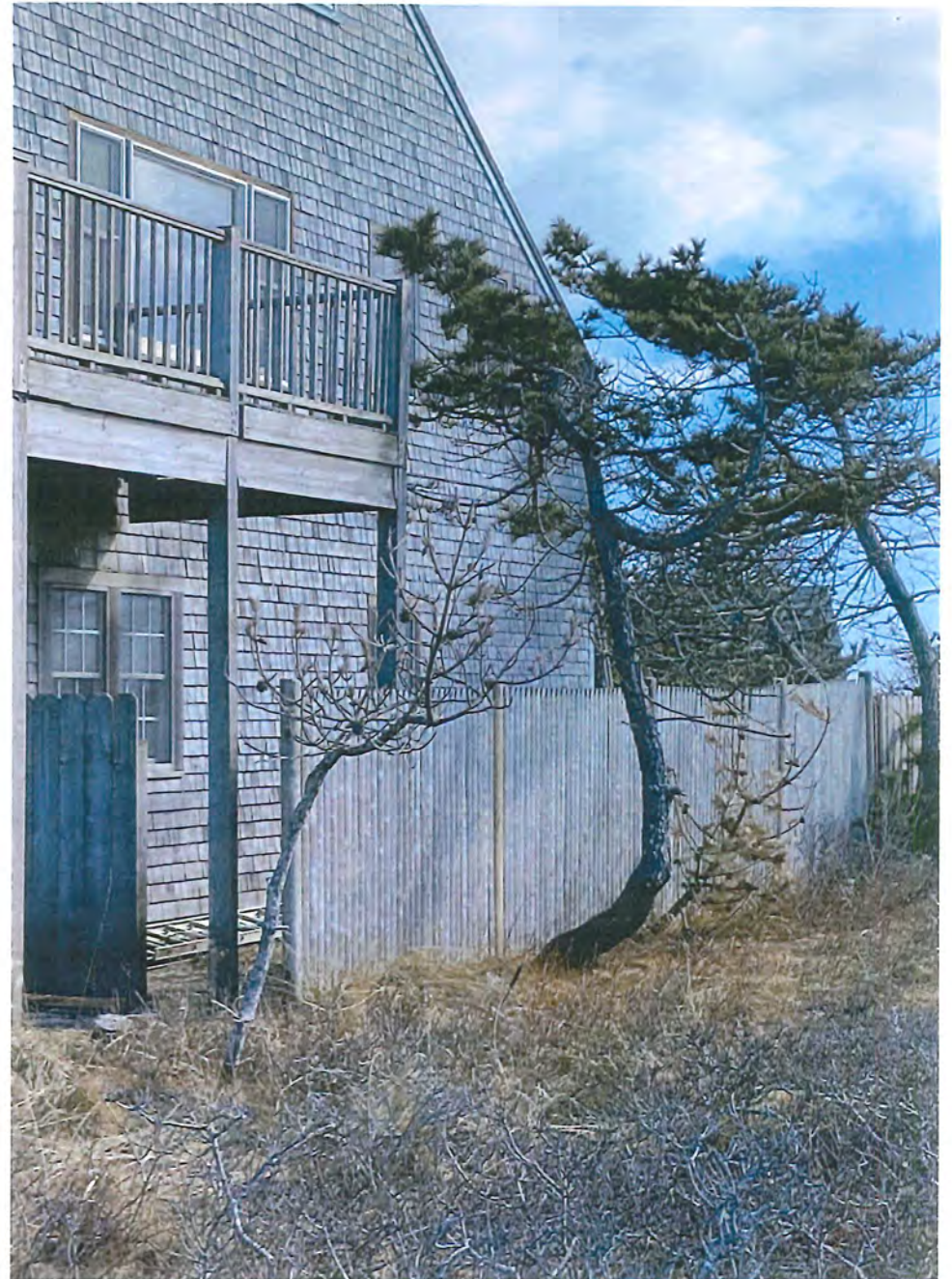
16 AVES VIEWED FROM NEW JERSEY AVE
10 FT STOCKADE



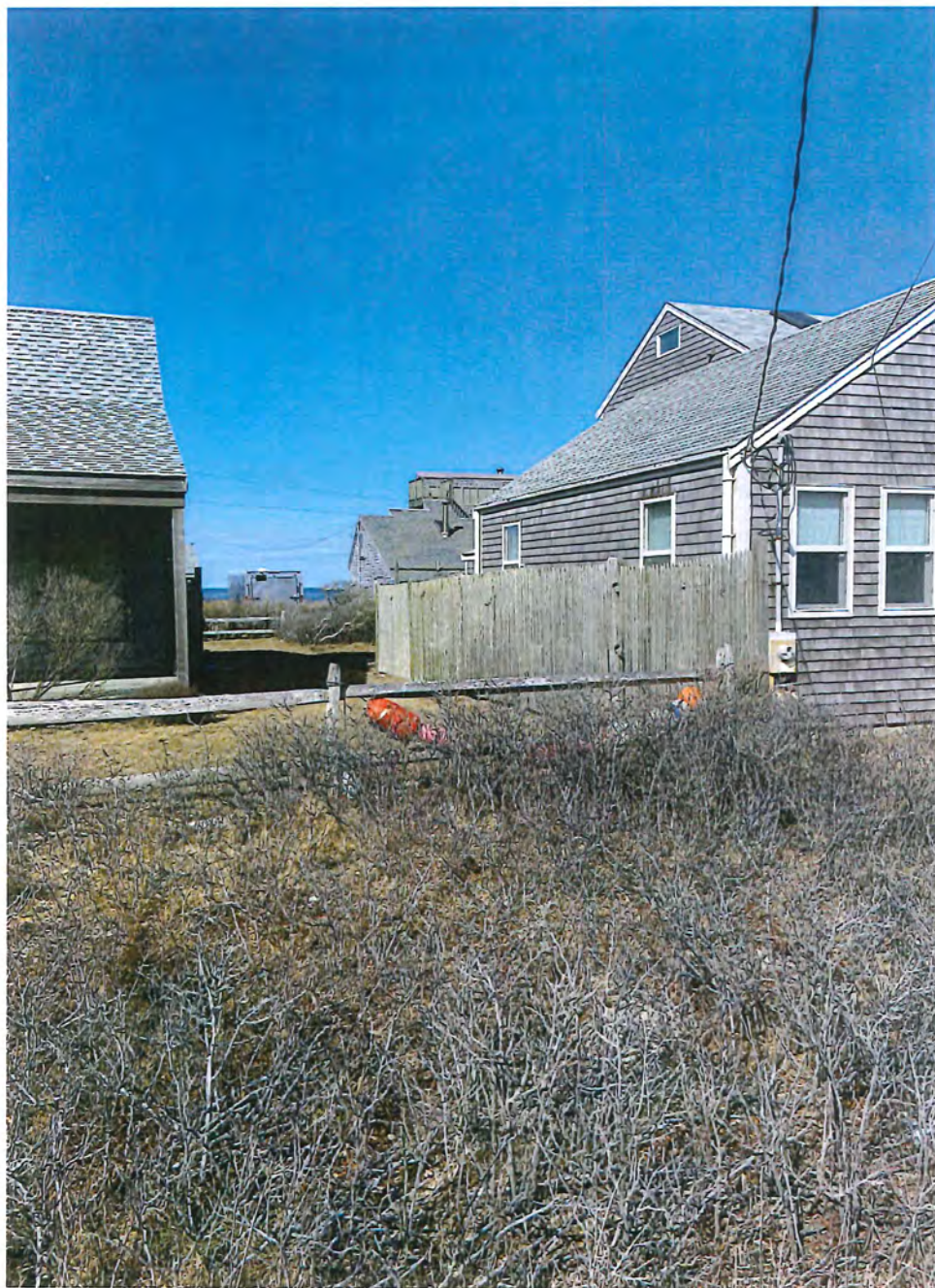
8 NEW JERSEY AVE
5 FT BOARD



16 AMES 4' Tall BURN w/ HEDGES



16 AMES AVE 6' FT STOCKADE



28 ~~31~~ MASS AVE
5 FT STOCKADE



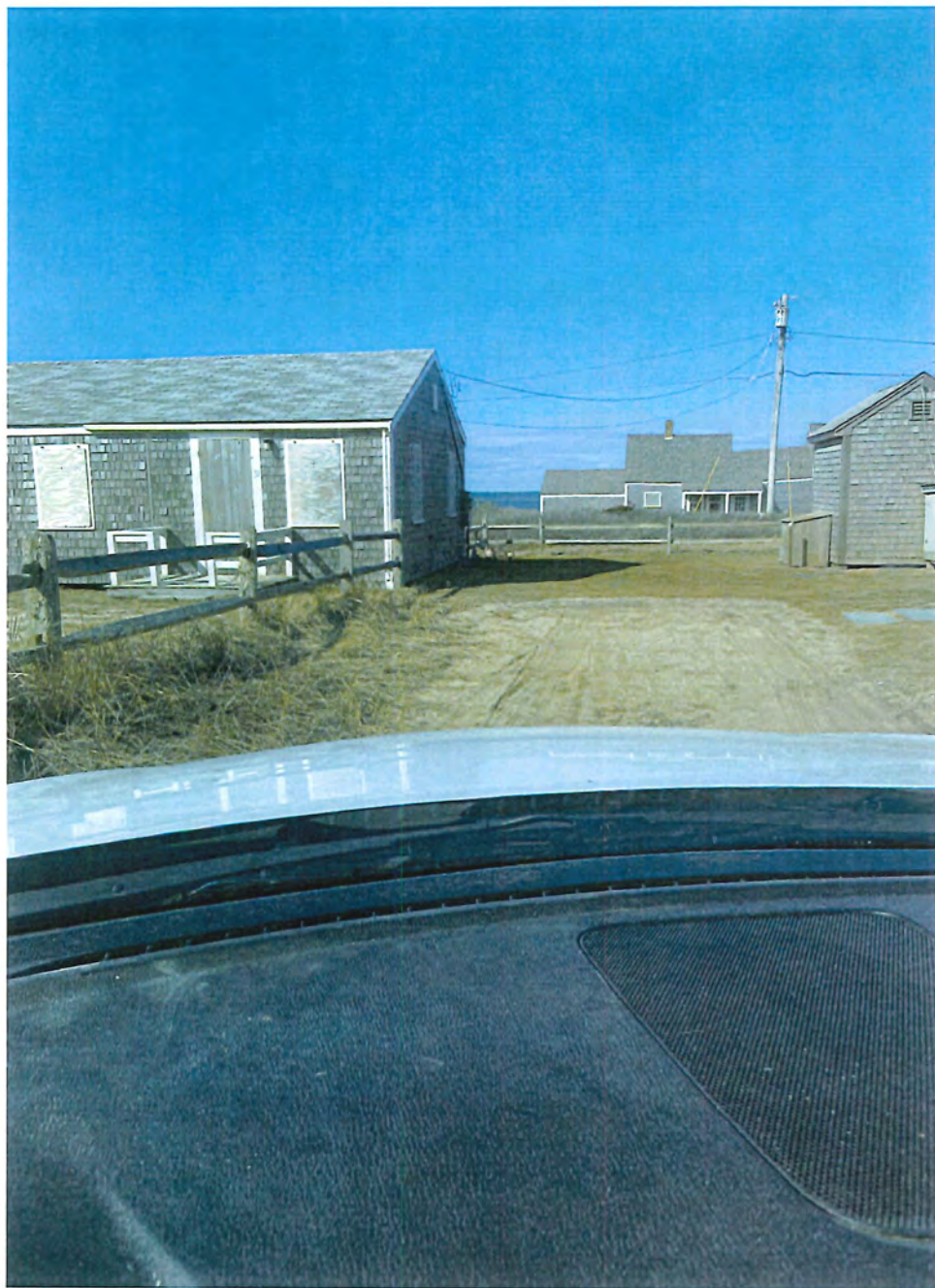
31 MASS AVE SPLIT



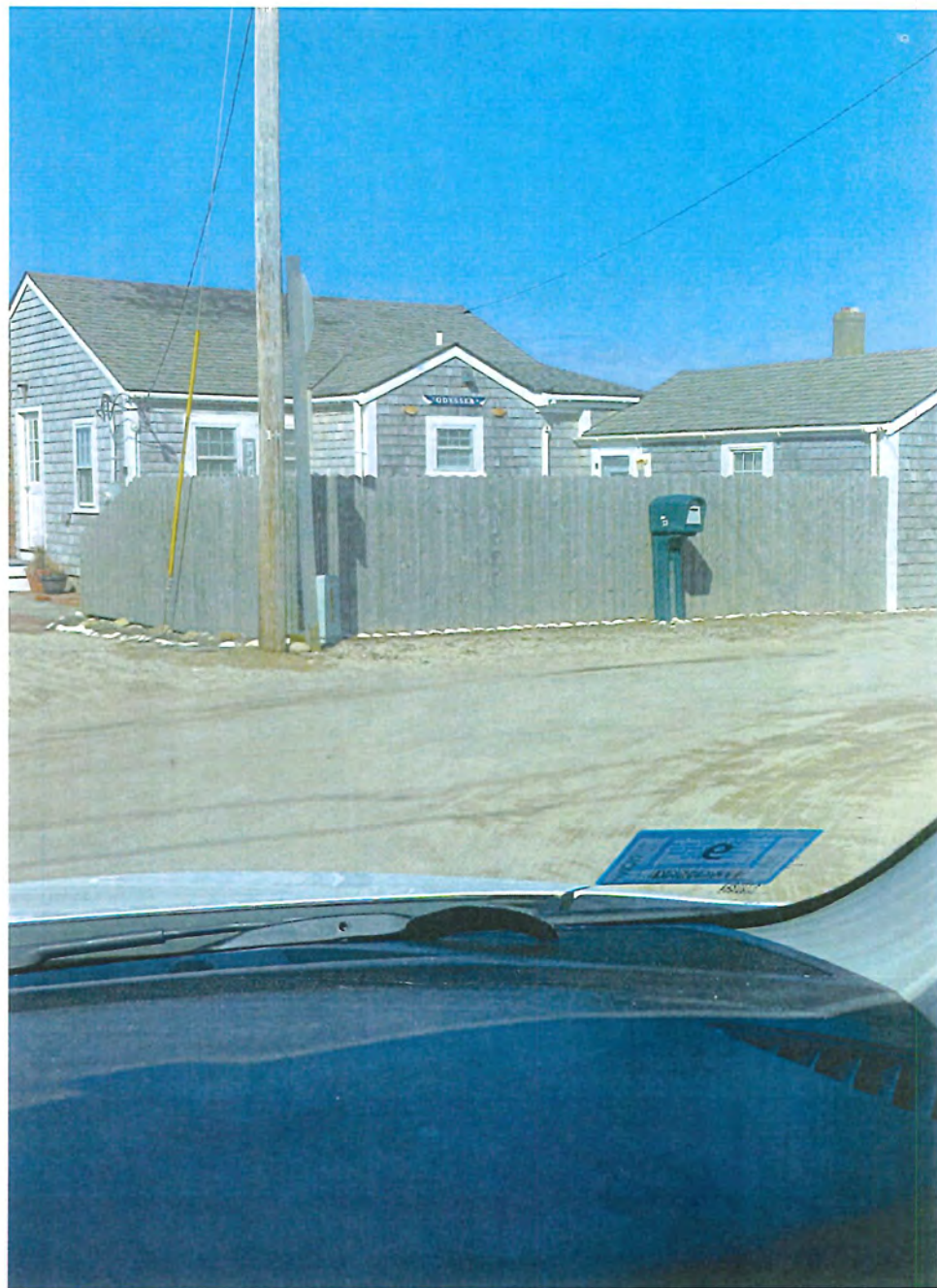
28 31 MASS AVE 6FT BOARD F



21 MASS AVE 5FT BOARD F



31 MASS AVE **SPLIT**



23 MASS. AVE **5' FT BORD**



21 MASS AVE
4 FT BOARD PICKET



1524 MASS AVE
4 FT BOARD CAP



15 MASS AVE. **SPLIT**



15 MASS AVE. **216" BOARD**



9 MASS AVE.
310 PICKET



10 MASS. AVE. NEW
SPLIT



11 MASS AVE 4FT PICKET



11 MASS AVE 2'6 PICKET