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
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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
MARCH 15, 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/nMHTqhxRH7Y

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_X1FmgWgIRV-J9zboffSEVw

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.

2. Review of Application for Appointment to Council on Aging (Appointment to be Made on March 22, 2023).

3. Select Board Announcements/Comments.

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

*V. PUBLIC COMMENT**

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of March 8, 2023 at 5:30 PM; March 9, 2023 at 9:00 AM.

2. Approval of Treasury Warrants for March 15, 2023.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Short-Term Rental Work Group Update.

2. Contract Review Committee (Health and Human Services): Request for Additional Funding for Fiscal Year 2024 to Provide Youth-focused Grant to Support Prevention and Education on Substance Abuse and Wellness.

3. Request for Acceptance of Surrender of Common Victualler with Seasonal All-Alcoholic Beverages Restaurant License for Nantucket Club Car, LLC dba The Club Car, for Premises Located at 1 Main Street.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider the Renewal of Private Shellfish Aquaculture Licenses Held by Simon Edwardes of 28 Kelley Road, Known as Licenses #9, #9A and #11 in Pocomo and Head of the Harbor, Totaling 10 Acres, Pursuant to MGL Chapter 130, Sections 57, 60 and 65 and Town Regulations, Fishing and Shellfishing, Section 260-4.44.

2. Public Hearing to Consider Adopting Surface Water and Ground Water Protection Regulations.

3. Public Hearing to Consider the Continuation of Sidewalk/Outdoor Dining Permits in Downtown Area (Permits Allowed by Chapter 42 of the Acts of 2022, Pandemic-relief Provisions Related to Restaurants, Expire on April 1, 2023; all Permits Issued after April 1 must be Approved by the Select Board and Approved as Alteration of Licensed Premises by Alcoholic Beverages Control Commission for Alcohol Service).

4. Public Hearing to Consider Application for Alteration of Premises of Annual All-Alcoholic Beverages Restaurant License for Four West Creek, LLC d/b/a Kitty Murtaugh's, Caroline Montgomery, Manager, for Premises Located at 4 West Creek Road, to Add Outdoor Dining Tables to Licensed Premises.

5. Public Hearing to Consider Application for Alteration of Premises of Annual All-Alcoholic Beverages Restaurant License for C. Noble, LLC d/b/a The Charlie Noble, Denise Corson, Manager, for Premises Located at 15 S. Water Street, to Add Outdoor Dining Tables on Patio Facing Easy Street to Licensed Premises.

6. Public Hearing to Consider Application for Alteration of Premises of Seasonal All-Alcoholic Beverages Restaurant License for The Proprietors Restaurant Group, LLC d/b/a The Proprietors, Orla Murphy-LaScola, Manager, for Premises Located at 9 India Street, to Add Outdoor Seating to Licenses Premises.

7. Public Hearing to Consider Application for Multiple Amendments for Seasonal All-Alcoholic Beverages Restaurant License for Fish in the Spread, LLC d/b/a Slip 14, for Premises Located at 14 Old South Wharf to Add Outdoor Seating, Change of Beneficial Interest and Change of Licensed Manager from Jonas Baker to Timothy M. Farley, Proposed License Manager.

8. Public Hearing to Consider Application for Multiple Amendments for Seasonal All-Alcoholic Beverages Restaurant License for OSWACK Associates, LLC d/b/a Bar Yoshi, Terrance Noyes, Manager, for Premises Located at 21 Old South Wharf to

Add Indoor and Outdoor Seating in Adjacent Structure, Change of Beneficial Interest and Change of Category (Request to Continue to April 12, 2023).

9. Public Hearing to Consider Application for Alteration of Premises of Seasonal All-Alcoholic Beverages Hotel License for Nantucket Island Management, LLC d/b/a White Elephant Hotel Residences, Bettina Landt, Manager, for Premises Located at 19 South Beach Street, to Remove Portion of Building 11 Including the Ballroom from Licensed Premises, Effective June 1, 2023.

10. Public Hearing to Consider Application for New Common Victualler with Seasonal All-Alcoholic Beverages Restaurant License for Berkeley Place Restaurant Limited Partnership, LLC d/b/a Grille 23, Matthew Harrington, Manager, for Premises Located at 19 North Water Street, Building 11.

11. Public Hearing to Consider Application for New Entertainment License for Berkeley Place Restaurant Limited Partnership, LLC d/b/a Grille 23, Matthew Harrington, Manager, for Premises Located at 19 North Water Street, Building 11.

12. Public Hearing to Consider Application for New Common Victualler License with Seasonal Wine and Malt Beverages with Cordials Restaurant License for Straight Wharf Fish Market, LLC d/b/a Straight Wharf Fish Market, Gabriel Frasca, Manager, for Premises Located at 4 Harbor Square.

13. Public Hearing to Consider Application for New Non-Live Entertainment License for Straight Wharf Fish Market, LLC d/b/a Straight Wharf Fish Market, Gabriel Frasca, Manager, for Premises Located at 4 Harbor Square.

14. Public Hearing to Consider Application for New Common Victualler with Annual All-Alcoholic Beverages Restaurant License for One Main Street, LLC d/b/a The Club Car, Matthew Sullivan, Manager, for Premises Located at 1 Main Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.

15. Public Hearing to Consider Application for New Live Entertainment License for One Main Street, LLC d/b/a The Club Car, Matthew Sullivan, Manager, for Premises Located at 1 Main Street.

X. TOWN MANAGER'S REPORT

1. Update: Proposed Independent Review of Historic District Commission Operations (Tabled from February 15, 2023).

XI. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XII. ADJOURNMENT

**Identified on Agenda Protocol Sheet*

SELECT BOARD AGENDA PROTOCOL:

Roberts Rules: The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code 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

Council on Aging			
	Mary Anne Easley	Chair	2023
	Arlene O'Reilly	Secretary	2024
	Robert M. Kucharavy	Vice Chair	2025
	Nancy Swain		2023
	VACANT		2023
	Judith Perkins		2024
	Linda Williams		2024
	Erin Lynch		2025
	Abigail (Abby) Camp		2025

Applicant: Rocky Fox

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

RECEIVED
FEB 17 2023
NANTUCKET TOWN ADMINISTRATION

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

Name: Rocky Fox **Home Phone:** 508-360-4948

Mailing Address: 12 Bailey Rd. Nantucket, MA 02554 **Alternate Phone:** —

Email Address: rocky1522e@gmail.com **Date Submitted:** 2/16/23

REQUESTING APPOINTMENT TO: Council on Aging

Reasons for Committee Interest

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

I have never attended a meeting of this board. Helping out the elderly has always been something that more people should do. I'm fully ready 100% to

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Relevant Experience

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

I have over 20+ years working w/ Elder Affairs mostly delivering meals. Have for years made sure any elderly person was shoveled out or driveway plowed. I'd like John Q Public to be made more aware of how they can help.

Potential Conflicts of Interest

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

N/A

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

NO

February 24, 2023

To: Members of the Selectboard and Finance Committee

From: Contract Review Committee (CRC)

Re: Request for additional Funding FY24

The CRC has allocated town funds to Human Service Agencies, that provide services to the community, for over 30 years. Since FY2021 the CRC has allocated $650K for grant requests from private non-profits providing human services needs for the community, in addition, since FY2022, CRC has received up to $175K in tax revenue from the sale cannabis for grants to support addiction education and treatment on the island.

This totals $825K to be dispersed while the request total is more than $1,243514.00; there are many worthy organizations providing programs and the requests far exceed the dollars we currently receive.

Due to the recent highlighted issues at the high school of the consequences and negative impact of social media and vaping have had on the high school student body with direct links to the physical and mental wellbeing of the school community. The CRC discussed the need for both additional grant funding and a specific grant that would only serve the children of Nantucket. The school communities need help and support from specialized organizations with resources outside the schools that can identify and deliver substance abuse and wellness education.

Our school communities are both diverse in culture and needs; and desperately needs appropriate programs that assist with language and cultural gaps and offer diverse solutions. This is not a one size fits all problem.

We respectfully request an additional $175K that would be earmarked to specifically provide a youth focused grant to support prevention and education on substance abuse and wellness. To provide increased resources, with diverse responses to the variety of issues facing the Islands youth. We are prepared to send out an RFP for this grant immediately.

It is the recommendation of the Contract Review Committee for the support of an additional $175,00.00 to address the current needs of the Island Youth. We are confident this funding can effectively provide needed programing.

Your support and leadership is critical, and sends a message of both urgency and action.

Thank you for your consideration.

From:	Mariya Basheva
To:	Erika Mooney
Subject:	FW: Feedback from the Finance Committee"s discussion on Article 9 and CRC Chair Edwards" letter dated 2/24/23
Date:	Monday, March 13, 2023 9:27:38 AM

From: Denice Kronau <dkronau@nantucket-ma.gov>
Sent: Monday, March 13, 2023 9:26 AM
To: Jason M. Bridges <jmbridges@nantucket-ma.gov>
Cc: Joseph Grause <jgrause@nantucket-ma.gov>; Mariya Basheva <mbasheva@nantucket-ma.gov>; Brian Turbitt <bturbitt@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>; Dorothy Hertz (hoss.75@live.com) <hoss.75@live.com>
Subject: Feedback from the Finance Committee's discussion on Article 9 and CRC Chair Edwards' letter dated 2/24/23

Dear Chair Bridges:

The Finance Committee reviewed Article 9: Appropriation Health and Human Services at our meeting on March 9, 2023, and made a positive recommendation on the article (Motion to Adopt).

We also discussed the 24 Feb. 2023 letter to the Select Board and Finance Committee sent by the CRC Chair, Dorothy Edwards. The letter requested additional funding ($175K) to provide a youth-focused grant supporting prevention and education on substance abuse and wellness.

After much discussion, the Finance Committee recommended that the CRC bring this request forward as an article for the Special Town Meeting in November 2023. While the Finance Committee understands the importance and urgency of the request, we concluded that delaying the request until the Special Town meeting would give the CRC additional time to seek input from the Island's schools and refine the specific uses of the funds.

Give me a call if you'd like more information.

Best regards,
Denice
Chair, Finance Committee

March 9, 2023
Nantucket Select Board
16 Broad Street
Nantucket, MA 02554

Ty E. Costa and Tanya J. McDonough/Nantucket Club Car, LLC
d/b/a The Club Car
1 Main Street, Nantucket, MA 02554
Re: Liquor License No. 00031-RS-0762 and
Common Victualler-Entertainment License
The Club Car

Dear Members of the Board:

Please be advised that Ty E. Costa and Tanya J. McDonough/ Nantucket Club Car, LLC, is selling the business known as The Club Car, located at 1 Main Street, Nantucket, MA 02554 to One Main Street, LLC, with a business address of 2 Candle Street, Apartment 2, Nantucket, MA 02554.

Said sale will close after One Main Street, LLC receives ABCC approval for a new liquor license for the premises. Such approval is anticipated by May 10, 2023. In connection with said sale and contingent upon closing of said sale, Ty E. Costa and Tanya J. McDonough/Nantucket Club Car, LLC, d/b/a/ The Club Car, agree to surrender the above-referenced liquor license.

In addition, Ty E. Costa and Tanya J. McDonough/Nantucket Club Car, LLC, d/b/a The Club Car, agree to surrender the above-referenced Common Victualler-Entertainment, to One Main Street LLC, with a business address of 2 Candle Street, Apartment 2, Nantucket, MA 02554. This surrender is conditional upon the closing of said sale of the business.

If you have any questions or need anything further related to this matter, please contact us at tyecosta@gmail.com and tjillmcdonough@gmail.com.

Sincerely,

Nantucket Club Car, LLC
Signed by:

_____
Ty E. Costa, Manager

Tanya J. McDonough

Agenda Item Summary

Agenda Item #	IX. 1.
Date	3/15/2023

Staff

Jeff Carlson, Natural Resources Director

Subject

Aquaculture License Renewal

Executive Summary

Simon Edwardes has requested that his three expiring leases be renewed for 10 years as allowed by state and local regulation.

Staff Recommendation

Recommend approval

Background/Discussion

The Town issues private aquaculture licenses in accordance with state and local regulation. Mr. Edwardes is an active grower working his licenses in compliance and is requesting a full ten-year renewal.

Impact: Environmental ☒ Fiscal ☐ Community☐ Other☐

Existing lease holder; no new impacts.

Board/Commission Recommendation

N/A

Public Outreach

Legal ad run in newspaper as required.

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

Activity encouraged by existing Shellfish Management Plan and Harbor Plan

Attachments

See attachment for summary and maps

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES DIRECTOR JCARLSON@NANTUCKET-MA.GOV
131 PLEASANT STREET 508-228-7230
NANTUCKET, MA 02554

To: Selectboard

From: Jeff Carlson, Natural Resources Director

Re: Aquaculture Lease Renewal Request

In accordance with MGL Chapter 130, Sections 57, 60 and 65 and with Town of Nantucket Shellfish Regulations Section 260-4.44, Simon Edwardes has requested to renew private aquaculture leases 9, 9A & 11 totaling 10 Acres within the approved areas in Pocomo, and the Head of the Harbor (deep water site) and Head of the Harbor (Coskata site).

The Natural Resources Department respectfully requests that the following aquaculture grants are renewed for the following lease holders:

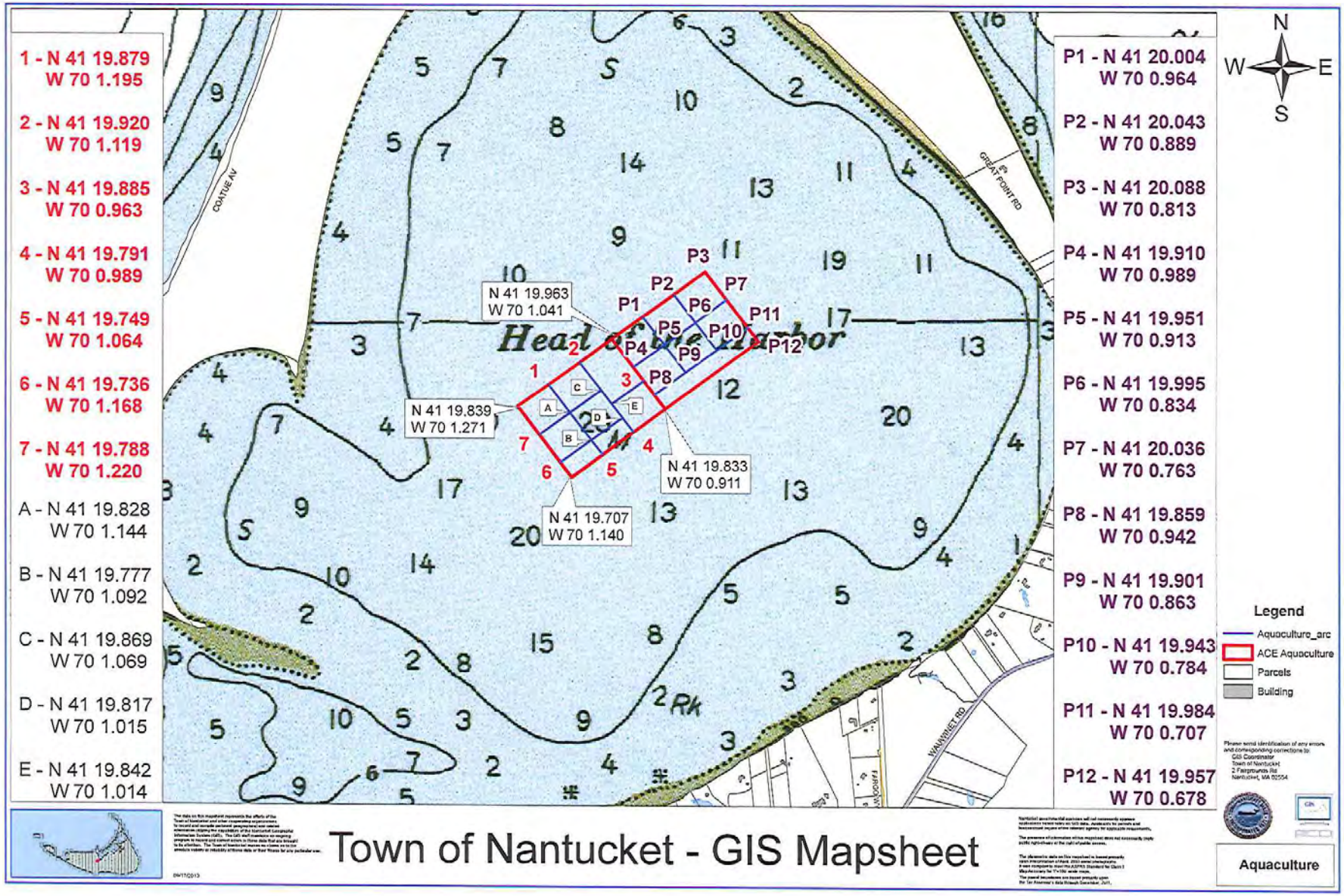
Name	Lease Number	Lease Area	Acreage	Proposed Expiration Date
Simon Edwardes	9	HOH	6	3/1/2033
Simon Edwardes	9A	Pocomo	2	3/1/2033
Simon Edwardes	11	HOH-Coskata	2	3/1/2033

These lease areas are being actively worked and all requirements of the license and license holder are being met. The Natural Resources Department is recommending the renewal of these leases for the full ten (10) year period. A map of these areas is attached to this request, and I will be present at the March 15, 2023 meeting to answer any questions. Thank you for your attention to this matter.

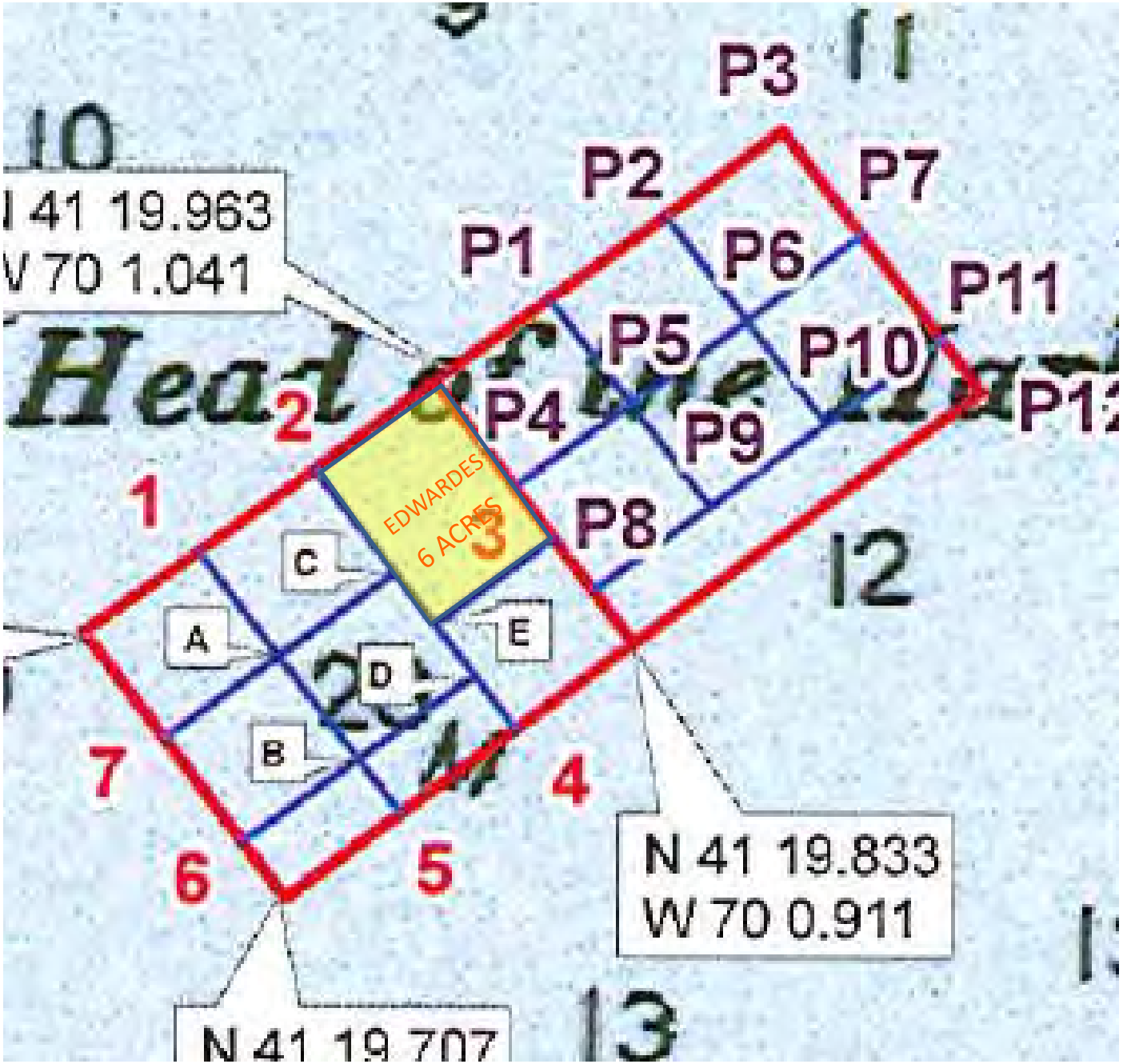
§ 260-4.44. Term and renewal of licenses.

The initial term for a new license shall be two years. Provided appropriate effort has been demonstrated, as required, the first renewal of a license may be for up to 10 years, unless the licensee agrees to a shorter term. Renewals may be requested and acted upon only during the six months immediately prior to the expiration date of the current license. The renewal period shall begin on the expiration date of the existing license.

HEAD OF HARBOR AQUACULTURE AREA

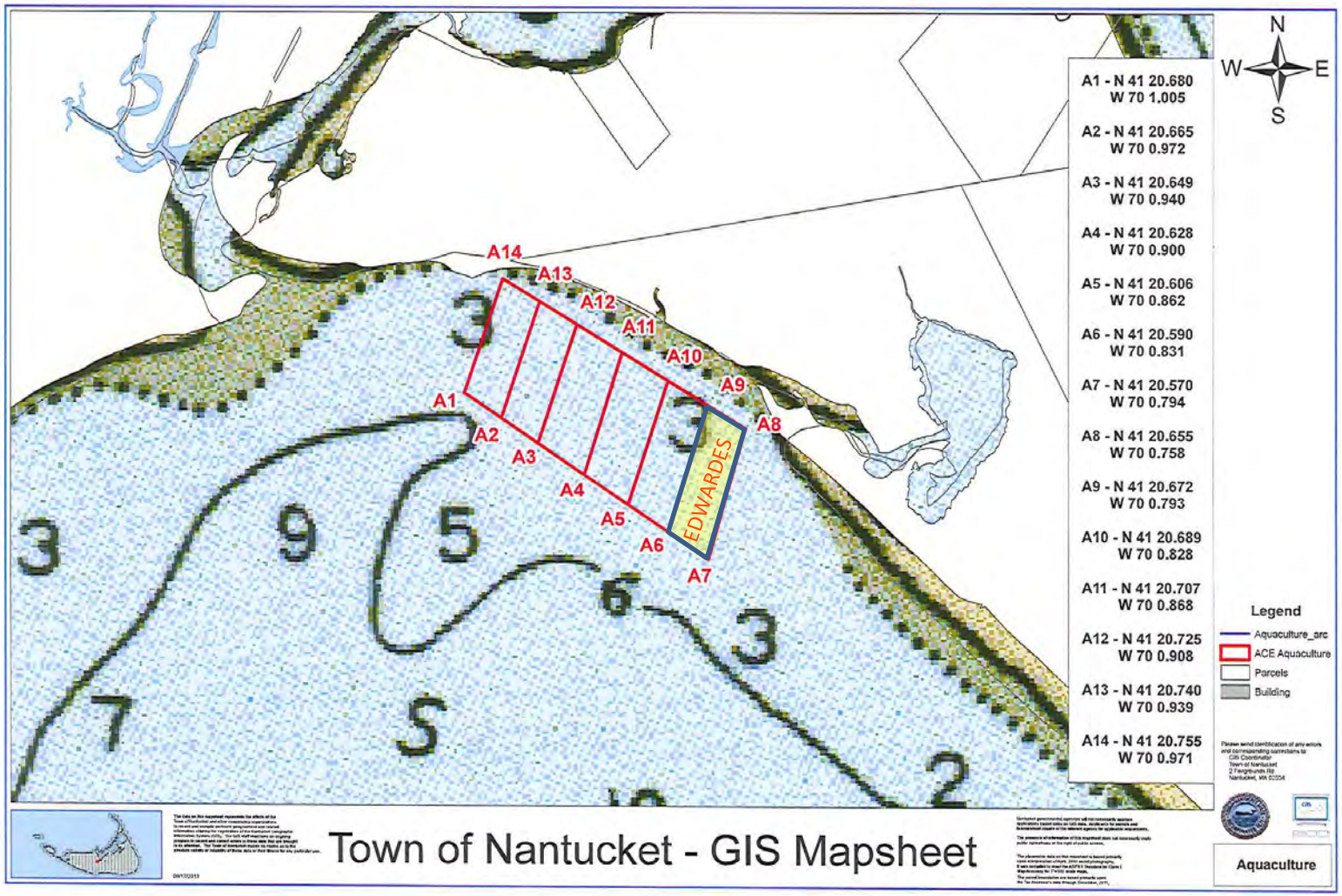


HEAD OF HARBOR AQUACULTURE AREA – HIGHLIGHTED AREAS FOR RENEWAL



Head of the Harbor – Coskata

All Sites are Two (2) Acres – Highlighted Areas for Renewal



POCOMO AQUACULTURE AREA – HIGHLIGHTED AREAS FOR RENEWAL



Agenda Item Summary

Agenda Item #	IX. 2.
Date	3/15/2023

Staff

Libby Gibson, Town Manager
Jeff Carlson, Natural Resources Director
Roberto Santamaria, Public Health Director

Subject

Public hearing for proposed surface and groundwater protection regulations

Executive Summary

These proposed regulations were initiated four years ago and were sidelined by the pandemic. These have been prepared in response to the need for enforcement of unregulated water flows, including pool drainage and other detrimental water discharge issues for environmental protection purposes. The Select Board reviewed the draft regulations at its July 13, 2022 and its February 1, 2023 meetings.

Staff Recommendation

Adopt the proposed regulations.

Background/Discussion

The proposed regulations are Select Board regulations which are enforceable through the Health Department and Natural Resources Department.

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for four weeks in the I&M

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

These regulations connect directly to the Board's Strategic Plan Focus Area of Environmental Leadership, with its associated Goal "Finalize an Island-wide, long-term water quality management plan that addresses ponds, harbors, stormwater and wastewater…".

Attachments

- draft regulations
- Portions of Select Board minutes of July 13, 2022 & February 1, 2023







RS/JC edits 8/22/2022

LG edits/comments 8/3/21

Carlson edits 8/4/2021

Carlson edits 10/5/2021

Administration Amendments as of 8/1/22

TOWN OF NANTUCKET

Surface Water and Groundwater Protection Regulations.

Commented [LG1]: Note: number the regs with a chapter; add page numbers

Section 1: Purpose.

A. As undeveloped areas are converted to urban uses, the natural vegetation is removed, land slopes may be excavated or filled, ground surfaces are paved over, and stream channels are modified. The result is an increase in runoff and a reduction in the ability of the land to provide natural treatment to the runoff. Land is disturbed and exposed to erosion by wind and water during this period of conversion. Soil displaced by erosion contributes to both onsite and offsite damages. A portion of the soil reaches the state's streams, lakes, and coastal waters as sediment.

~~A.~~B. Unregulated water flows can cause major impairment of water quality within harbors, ponds, streams, wetlands, and groundwater. Additionally, unregulated water flows have negative impacts to wildlife habitat, contamination of public water supplies, damage to public infrastructure, exacerbate flooding, and cause damage to public and private property. The purpose of these regulations is to (1) prevent illicit discharges and connections to the Town's stormwater systems; (2) regulate discharges from swimming pools; (3) regulate land disturbance, development, or construction: and (4) regulate generally the discharge of water to surface water bodies, Islands-wide~~.~~

~~B.~~ These programs are intended to positively impact the controllable load to the Town's stormwater systems, surface water bodies, protect public or private water supply, protect groundwater resources, and increase overall resiliency to storm and flooding events. ~~This~~These regulations is also intended to promote maintenance of existing native vegetation, prevention of soil erosion and sedimentation associated with new development or redevelopment, and reduce public expenditures in removing sediment from municipal infrastructure. ~~Watersheds to be included within this regulation shall include Nantucket Harbor, which includes Polpis Harbor; Madaket Harbor Long Pond,;Sesachacha Pond; Hummock Pond; and, Miacomet Pond.~~

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C.

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Section 2: Authority.

DRAFT

These Surface WATER and Groundwater Protection Regulations (the "Regulations") have been adopted by the Town of Nantucket Select Board. These regulations are enacted pursuant to G.L. c. 83, §10 and Chapter 396 of the Acts of 2008.

Section 3: Definitions.

Illicit Discharge - Direct or indirect discharge to the municipal storm drain system, public or private roadway or into a watercourse or the waters of the Commonwealth that is not composed entirely of stormwater. The term does not include a discharge in compliance with a~~n~~ National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit or resulting from fire-fighting activities.

Illicit Connection - A surface or subsurface drain or conveyance which allows an illicit discharge into the municipal storm drain system, including without limitation sewage, process wastewater, rainwater, groundwater or wash water, and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of these Regulations.

Swimming Pool: means and includes every artificial pool of water used for swimming or bathing, located indoors or outdoors, together with the bathhouses, equipment, and appurtenances used in connection with the pool. This includes any special purpose pool or residential pool designed for recreational and therapeutic use which is shallow in depth and not meant for swimming or diving. These pools are not drained, cleaned or refilled for each user. It may include, but not be limited to, hydro jet circulation, hot water, cold water mineral baths, air induction bubbles, or any combination thereof. Industry terminology for such a pool includes but is not limited to, therapeutic pool, hydrotherapy pool, whirlpool, hot spa, hot tubs, float tanks, splash pool, plunge pool, lap pool, or any other water feature that holds over 100 gallons.

Commented [LG2]: RS & JC clarify in response to Leslie comment

Commented [RS3R2]: This matches the definition of "Swimming Pool" from 105 CMR 435. It does not prohibit the connection of a bathhouse to a septic system.

Section 4: Prohibited Activities.

A. Illicit discharges and illicit connections:

(1) No person shall dump, discharge, cause or allow to be discharged any pollutant or non-stormwater discharge into any area including but not limited to the municipal storm sewer, into a watercourse, or into the Waters of the commonwealth.

(2) No person shall construct, use or allow, maintain or continue any illicit connection to the municipal sewer system or storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

~~(3)~~

(43) Any existing system utilizing the Town of Nantucket sanitary sewer shall be removed or brought into compliance with ~~this~~ these regulations within 180 days of notification, with all associated fees to be incurred by the property owner.

(5) All property owners having existing discharges shall provide documentation of their existing discharge within 1 year of the effective date of these regulations and shall be subject to

Commented [LG4]: RENUMBER

Commented [LG5]: Be consistent with "these" vs "this"

inspection to ensure compliance with Town standards. Documentation of these systems shall include at a minimum:

a. Map and Parcel
b. Street Address
c. Type of discharge
d. Sketch of the start of the system and discharge point
e. Photographs of the system

(6) All existing discharges utilizing the Town of Nantucket stormwater system shall be allowed to remain with the property owner charged a capacity fee as set by the Board of Health.

(6) No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drain system without prior written approval as described within Section 4 (D)(1)(a) of these regulations.

(7) Exemptions – firefighting activities, natural springs, natural flow from riparian habitats and wetlands, stream flow, landscape irrigation, residential vehicle washing, ~~and~~ street sweeping activities, and agriculture.

B. Discharges from swimming pools:

(1) All pool drainage shall be in compliance with the most current pool draining Best Management Practices set forth by the National Swimming Pool Foundation.

(2) Pool drainage, filter backwash, or filter discharge must not be directly discharged into a storm drain, sewer main, potable water well, or within 100 feet of a wetland.

(3) Any subsurface on-site drainage facility servicing the pool must comply with these regulations.

(4) No pool or pool equipment, bathroom and kitchen appliances, -shall be connected to an on-site sewage disposal system.

(5) All pool drainage or surface runoff related to the pool and its hardscaping shall be contained on-site.

(6) All pools must be dechlorinated at least 48 hours before any draining.

(7) Notification of pool drainage shall be provided to the Health Department and the Natural Resources Department a minimum of 72 hours before drainage commencement.

(8) A Statement of de-chlorination and drainage shall be provided to the Health Department within 10 calendar days of drainage along with the appropriate filing fee as determined by the Select Board. No pool draining, or discharge activities are allowed without the approval of the Health Department and the Natural Resources Department.

(9) All pool draining processes are subject to inspection by Town enforcement personnel as identified in Section 5 of these regulations.

(10) All pool drainage must comply with the requirements within 105 CMR 435.00.

C. Land Disturbance, Development or Construction:

~~(1) No p~~Persons ~~shall~~ conducting any land disturbance, development, or construction exceeding 120 square feet on any site must meet the following Minimum Standards: ~~without first obtaining a permit from the Health Department. Prior to any permit request being filed, all persons wishing to conduct any land disturbance, development, or construction shall file a water and sediment control protocol with a site plan showing final conditions and conditions during construction to be signed off by the Director of Natural Resources, Building Commissioner, and Director of Public Works demonstrating compliance with the standards set forth in these regulations. A copy of this sign off shall accompany any permit application filed. The permit holder shall provide notice to the Board of Health at the conclusion of the project to allow for a final inspection that all disturbed areas have been restabilized.~~

~~(2)~~(1) ~~Minimum Standards:~~

1. All loose sediments must be contained on site.
2. Any catch basins within 100 feet of the project area must have a sediment barrier during the project period.
3. No water discharge shall cause significant soil erosion ~~scouring~~.
4. All water discharge shall be ~~attempted to be~~ kept on site, unless allowed by permit condition.
5. Any soil stockpiled on sites shall be vegetated, covered by erosion control blankets, or a siltation barrier shall be installed around the base of the stockpile
6. ~~4.~~All work shall meet the standards set forth by the Executive Office of Environmental Affairs in its Best Management Practice guide called "Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas".

D. Discharges to Surface Water and Groundwater:

(1) No person shall discharge or cause to discharge any water to surface water and groundwater, including sump pumps, ~~shall be allowed~~ without a permit issued by the Town of Nantucket.

a. Temporary Discharges

1. No person shall discharge or cause to be discharged to surface WATER or groundwater on a temporary basis without a permit issued by Town Administration. All temporary surface and groundwater discharge permit applications shall be reviewed for the following criteria and by the following departments:
    a. Location of discharge and collection point – Department of Public Works
    b. Public health impacts – Health Department
    c. Environmental Impacts – Natural Resources Department
2. All temporary discharge permits shall pay a fee as set by the Select Board.

Commented [LG6]: JC & RS to undertake a rewrite to address L Snell comment

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Commented [LG7]: Jeff and Roberto to clarify

Commented [RS8]: This is the way we currently do this. With no complaints

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3. All temporary discharges shall meet federal water quality testing standards prior to activation.
4. No unfiltered discharges shall be permitted.

Commented [LG9]: How would we make sure of this?

A. Permanent Discharges

1. No person shall discharge or cause to be discharged to surface WATER or groundwater on a permanent basis without a permit issued by the Board of Health.
2. The installation of a sump pump shall require a plumbing permit and inspection as required by the plumbing code.
3. All permanent discharges shall be required to be contained on site and infiltrated through either a bio-retention area or subsurface infiltration.
4. All subsurface infiltration shall be required to maintain a six-foot separation to groundwater. If six-foot separation cannot be attained, bio-retention is required.
5. A fee for permanent discharge or a sump pump shall be determined by the Board of Health.

Section 5: Enforcement.

A. Whoever violates any provision of these regulations shall be subject to a fine of $300, each day constituting a separate offense. The Board of Health and other officers assigned by the- Board of Health, including but not limited to agents of the Board of Health, Natural Resources Department, Conservation Agents, Department of Public Works and Nantucket Police Department to enforce this chapter may, as an alternative to initiating criminal proceedings, proceed to a noncriminal disposition of any violation of this chapter pursuant to the procedures set forth in MGL c. 40, § 21D.

B. In addition to fines, any violation of these regulations may result in the assessment of a civil penalty not exceeding $5,000 for each violation. Each day a violation continues shall constitute a separate violation.

C. These regulations may be enforced through injunctive relief and other equitable remedies.

Section 6: Schedule of fees.

Discharge Permits	Fee
Temporary Discharge Permit	$50
Permanent Discharge Permit	$250
Unpermitted Discharge	4x Permit Fee per day

Surface Water and Groundwater Protection Regulation Implementation Plan

To properly handle illicit discharges on Nantucket Surface Water and Groundwater Regulations are being proposed to be enacted by the Select Board with the primary duty of administering the regulations through the Board of Health/Health Department. A number of these processes are currently in place without regulatory backing and the proposed regulations will rectify that given authority to the proper inspectors to address these discharges in an efficient manner.

Permit applications: The primary means for submission of these permit applications will be through the EnerGov system/Town website. Applicants that do not have access can still submit a paper copy at the Health Department office at 131 Pleasant Street and they will be able to initiate the proper workflow. As an example an applicant for a temporary groundwater discharge permit has to physically go to multiple locations for signatures. This program will seek to push people to the online platform to maximize efficiency. All permits will be issued by the Board of Health following any other review by the applicable departments. By providing clear checklists and standards through the regulations review time should be minimal.

Enforcement: With proper permitting in place enforcement should be easier as currently it is only done by report or discovery while doing other duties. This will allow for scheduling of inspectors and enforcement personnel in place of purely reactive enforcement. These inspections will be able to be covered by current staff within both Health and Natural Resources.

Outreach: It is the intention to provide final copies of the regulations and permit applications to the Builders Association and to utilize the contractor/landscaper listings developed during the COVID-19 pandemic as part of the back to work program to get this quickly distributed upon its adoption.

Application for Water Discharge

Type of Application

Temporary ☐ $50 fee Permanent ☐ $250 fee Pool ☐

Applicant Name: _____ Date: _____

Project Location Information

Street Address: _____ Map: _____ Parcel: _____

Contact Information

Company Name: _____

Email: _____ Phone: _____

Mailing Address: _____

Temporary Discharge Checklist

- ☐ Sketch of System that includes beginning and end
- ☐ Description of any treatment/filtration
- ☐ Water testing results; test must be within the last 6 months

Permanent Discharge Checklist

- ☐ Stamped Engineered Design Plans including pump specifications and estimated flows
- ☐ Soil Logs documenting depth to groundwater and soil composition
- ☐ Description of any treatment/filtration
- ☐ Water testing results; test must be within the last 6 months

Pool Discharge Checklist

- ☐ Sketch of System that includes beginning and end
- ☐ Description of any treatment/filtration
- ☐ Statement of de-chlorination

Applicant Signature: _____ Date: _____

I affirm that the above is to and correct and affix my signature hereto, agree by signing to observe and comply with all applicable regulations of the Town of Nantucket and to allow for physical inspection of any activity described as part of this application.

of the item being requested. Ms. Murphy thanked Mr. Carlson and the Harbor and Shellfish Advisory Board for their work on this issue.

There being no further comment, Ms. Murphy moved to close the hearing; seconded by Ms. Mohr; by roll call vote, all in favor: Chair Bridges – Yes; Ms. Holdgate – Yes; Ms. Murphy – Yes; Ms. Mohr – Yes; Mr. Fee – Yes.

Ms. Murphy so moved to transfer private shellfish aquaculture licenses 12 and 12B, each 4 acres in size and located in the Head of the Harbor, from Theodore Lambrecht to Sean Fitzgibbon, pursuant to MGL chapter 130, sections 57, 60 and 65 and with Town of Nantucket Shellfish Regulations Section 5.1; seconded by Ms. Mohr; by roll call vote, all in favor: Chair Bridges – Yes; Ms. Holdgate – Yes; Ms. Murphy – Yes; Ms. Mohr – Yes; Mr. Fee – Yes.

2. Public Hearing to Consider Adopting Surface Water and Ground Water Protection Regulations. Chair Bridges opened the hearing. Ms. Gibson introduced the item. She noted that several comments have been received about the proposed regulations; however, Town Administration has not been able to review or evaluate them due to other recent priorities. She requested that the Board continue the hearing to September 14, 2022. She suggested that in the meantime, the Board take in any comment that people might have, tonight. James Durette spoke on several items with respect to rainfall and stormwater that impacts his property on Silver Street. He said the Town parking lot is contributing to the problem and that catch basins in the area are clogged. Ms. Pratt commented on the need to address storm water that collects on her property on Silver Street. She expressed concern as to what contaminants might be in the water. She added that "something has to be done". Ms. Mohr moved to continue the hearing to September 14, 2022; seconded by Ms. Murphy; by roll call vote, all in favor: Chair Bridges – Yes; Ms. Holdgate – Yes; Ms. Murphy – Yes; Ms. Mohr – Yes; Mr. Fee – Yes. Chair Bridges asked about any short-term fixes for the storm water issues mentioned by Ms. Pratt and Mr. Durette. Ms. Gibson explained that a sewer force main project, which is scheduled to begin later in 2022, will go through the Silver Street parking lot and the design has included improvements to the drainage system in the lot which is expected to alleviate flooding in the area. She referenced a report she gave to the Board at its June 22nd meeting relating to an increase in storm water related complaints all around the island and the need for planning which is complicated.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Schedule Special Election to Fill Select Board Vacancy. Ms. Gibson reviewed the date of November 8, 2022 as the proposed date; and, what it is going to take to hold two elections on the same day. Town Clerk Nancy Holmes elaborated on what it is going to take to run two elections at the same time. She reviewed the complications of mail-in voting, which is now allowed for all elections. She reviewed the processing procedure for a high volume of ballots. Some discussion followed. Ms. Mohr asked about the time frame for the special election to be less of a burden. Ms. Holmes suggested about a three-week period between the elections. Ms. Murphy commented that the Board also has the option not to schedule a special election as the term is up in 2023. She added that she is concerned about voter turn-out if the elections are on different days. Ms. Holdgate concurred and added that she does not favor not holding an election. Mr. Fee said he is not concerned about a four-member board until the annual election in 2023. Chair Bridges said he favors having an election. Discussion followed as to the potential confusion with two separate elections within a short time frame. Discussion followed as to the resources and storage space that will be required. Ms. Murphy emphasized the need for outreach as to when nomination papers will be available and due back. Ms. Gibson reviewed the nomination paper dates, if the election is scheduled for November 8th: nomination papers due on August 22nd; and due back with 50 signatures on October 4th. Ms. Mohr moved to schedule

Mr. Fee moved approval of the pending contracts with the changes discussed earlier in the agenda; seconded by Ms. Holdgate; all in favor, so voted.

VIII. CONSENT ITEMS

1. Gift Acceptances: Affordable Housing Trust; Fire Department; Planning and Land Use Services. Ms. Mohr read the list of gifts to be accepted and moved to accept all gifts for their designated purposes, with thanks to the donors; seconded by Mr. Fee; all in favor, so voted.

X. TOWN MANAGER'S REPORT

1. Re-review of Draft Surface Water and Ground Water Protection Regulations (follow-up from July 13, 2022 Public Hearing). Ms. Gibson introduced Health Director Roberto Santamaria to review the agenda item. Mr. Santamaria explained that these regulations were before the Board at a public hearing in July, that hearing was continued to September for some clarifications and the September hearing was never held due to other priorities taking over. Andy Lowell, speaking on behalf of the Shellfish and Harbor Advisory Board, spoke in favor of the regulations and asked if additional items could be added. Natural Resources Director Jeff Carlson spoke on these regulations and said that future regulations will likely address Mr. Lowell's concerns. Dr. MacNab said he supports the regulations and asked about enforcement, noting that fertilizer regulation enforcement seems insufficient. Ms. Gibson said that Mr. Carlson will be presenting a water quality plan to the Board next week, in accordance with its Strategic Plan; and, that Natural Resources and Health have indicated they have the resources to address this, noting that the fertilizer regulation enforcement stems from a different issue than sufficient staff resources. Ms. Mohr and Mr. Fee asked about the fines. Mr. Santamaria responded. Mr. Fee asked about best management practices for pool discharge, including for salt water and chlorine water pools. Mr. Santamaria responded. Ms. Mohr asked about mapping storm water connections. Some discussion followed. It was agreed to schedule a public hearing for these regulations as soon as the necessary advertising can be accomplished.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Review and Vote to Revise Language of Senate Bills No. 3066 (Ames Avenue) and No. 3067 (Altar Rock Road) as Requested by Senator Cyr. Ms. Gibson reviewed the proposed language changes and noted these are requested by Senate Counsel and non-substantive. Ms. Holdgate moved to revise the language as requested and as presented in the Board's agenda packet; seconded by Dr. MacNab, all in favor, so voted.

2. Review/Schedule Fall 2023 Special Town Meeting. Ms. Gibson reviewed the information in the Board's packet on this matter. Ms. Holdgate moved to schedule a special town meeting on November 7, 2023; seconded by Ms. Mohr, all in favor, so voted. Ms. Gibson said that a timeline will be brought before the Board soon.

3. Committee Reports. Ms. Mohr commented on pending housing transfer fee legislation, based on a discussion she had earlier in the week with Representative Fernandes and Senator Cyr and that it will require public support. Mr. Fee said that he and Dr. MacNab met with the legislators as well about this. He said he also spoke with them about beach access, private road discontinuances and a pending home rule petition to ban fertilizer use. Mr. Fee reported on a recent Coastal Resilience Advisory Committee meeting at which Baxter Road was an agenda item. He said that his impression is that some people are afraid to speak up about what should be done there. Ms. Mohr said the Town should focus on consensus-building

Town & County of
NANTUCKET, MA

LIQUOR LICENSE PUBLIC HEARING PROCESS

1. Select Board Chair opens the public hearing and may outline the procedure to be followed.

2. The Licensing Administrator reviews the pending application. The applicant addresses the Board and answers questions.

3. Public comment is taken.
- If applicable, read into record any written objections received from school, church or hospital located within 500 feet.

4. The chair invites questions from the Board and closes the public hearing.

5. The Board makes a decision to approve or deny.

6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
-- the appropriateness of a liquor license at a particular location
-- the number of existing dispensaries in Town
-- the views of the inhabitants of the locality in which a license is sought
-- traffic, noise, size (typically applies to a new location)
-- the sort of operation that carries the license
-- the reputation of the applicant

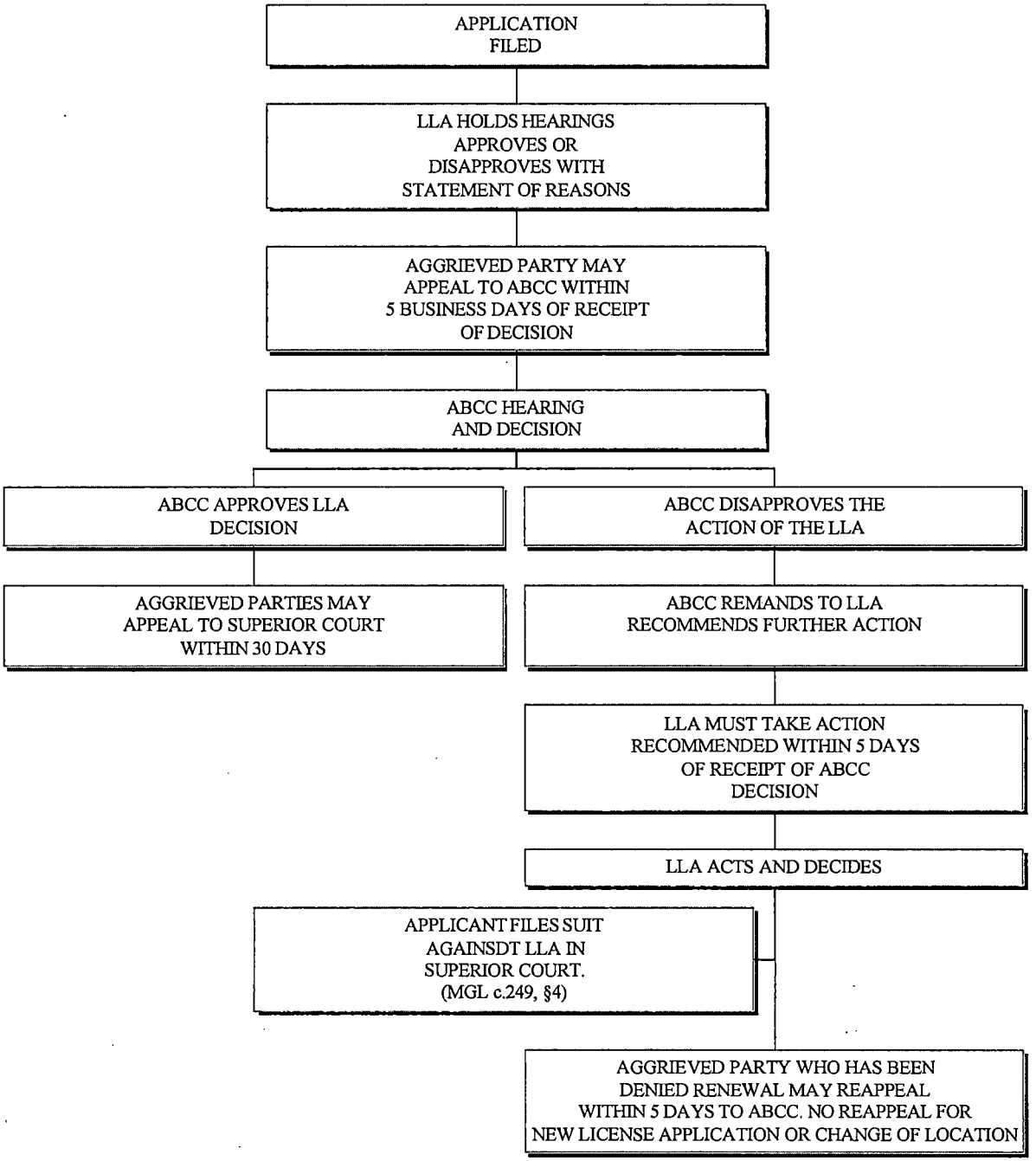
7. If an approved application is within 500ft of a school or church (as determined by the Abutter's list from the Town Assessor's Office), the Board must also vote to make a determination that the liquor license is not detrimental to the activities of the school/church.

8. A written decision is required to be sent to the applicant. No need for reasons if the application if simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].

9. DENIALS: Upon delivery of a denial decision, the applicant has 5 business days to appeal the decision to the ABCC. If no appeal is made, the applicant may re-apply in one year from date of denial.

10. APPROVALS: Final approved applications are sent to the ABCC within 3 business days of the Select Board decision. The ABCC review and approval period can take up to 2 months.

DENIAL OF APPLICATIONS



KP LAW eUpdate

Entertainment Licensing

The provision of public entertainment, whether live or prerecorded, requires an annual license issued by the municipality. There are two sections of G.L. c.140 that primarily govern this issue. **General Laws Chapter 140, §181** applies to locations that do not have alcohol or common victualler licenses and present "theatrical exhibitions, public shows, public amusements and exhibitions of every description" for which an admission fee is collected. By contrast, **G.L. c.140, §183A** applies to licenses for establishments that do have an alcohol and/or common victualler license and that provide "any concert, dance, exhibition, cabaret or public show of any description", regardless of whether there is a charge for admission. While licensing authorities have some discretion in this area, the denial of an entertainment license application requires a narrow finding based upon legitimate public health or safety concerns. In addition, in order to withstand a legal challenge, a decision to suspend or revoke an entertainment license must also have a compelling basis.

Section 181

This statute requires the license application to set forth all details of the event, particularly with regard to the extent that the "conditions or premises would affect the public safety, health or order." Importantly, G.L. c.140, §181 provides a statutory presumption in favor of the grant of an entertainment license. Unlike virtually every other type of licensing statute, the burden of proof is on the licensing authority to show why the license should not issue. Thus, the record of the license hearing must contain substantial evidence of the anticipated public harm. See Konstantopoulos v. Town of Whately, 384 Mass. 123, 128 (1981). Section 181 provides that if a license is denied, the licensing authority must make a finding that:

> issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:
>
> a) unreasonably increasing pedestrian traffic in the area in which the premises are located, or
> b) increasing the incidence of disruptive conduct in the area in which the premises are located, or
> c) unreasonably increasing the level of noise in the area in which the premises are located.

The licensing authority may impose conditions on an entertainment license, but "said conditions may only relate to compliance with applicable laws or ordinances, or to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance or to insure adequate safety and security for patrons or the affected public."

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

Section 183A

General Laws c.140, § 183A also establishes a presumption that the licensing authority will issue an entertainment license for events occurring in an establishment with an alcohol and/or common victualler license, unless significant problems are likely. In particular, to deny the license, the licensing authority must conclude that the activity at issue, whether by itself or in combination with other activities at the licensed premises, cannot be conducted in such a in a manner so as to (1) protect the employees, patrons, or public, whether inside or outside the premises, from "disruptive conduct, from criminal activity, or from health, safety or fire hazards"; (2) prevent unreasonable increases in the area noise level, whether from the activity or people leaving the premise; or, (3) prevent an unreasonable increase in foot or vehicle traffic, or vehicle parking. Where the statute specifically references noise, the licensing authority may consider outdoor music or amplification as a factor in assessing whether a particular activity will create an unreasonable noise increase. Conditions on a G.L. c.140, §183A license must again be aimed at preserving the "public health, safety and order."

Sunday Entertainment

Significantly, G.L. c.140, §§181 and 183A licenses address public entertainment from Monday through Saturday only. Sunday entertainment is governed by G.L. c.136, §4, which is a holdover of the Commonwealth's so-called "Blue Laws." A Sunday license must be approved by the local licensing authority, as well as the Massachusetts Department of Public Safety. The municipality may impose a fee of up to $20.00 per event, while the Department may impose a fee of $5.00 per event. The following link on the Department's website includes a Sunday license form and some "FAQs" on the subject: http://www.mass.gov/ocabr/government/oca-agencies/dpl-lp/opsi/regulated-activities-special-licensing-.html

Please contact Attorneys Brian W. Riley (briley@k-plaw.com) or Thomas W. McEnaney (tmcenaney@k-plaw.com) at 617.556.0007 with further questions on entertainment or general licensing issues.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

Agenda Item Summary

Agenda Item #	IX. 3.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Sidewalk Dining Permits– Public Property Fees

Executive Summary

Restaurant related pandemic related allowances for local approvals of outdoor dining expire on April 1, 2023. Establishments with outdoor extensions granted through this program must apply for permanent Alteration of Premises for their Liquor Licenses to continue using the spaces. For the Sidewalk spaces on Town property, the Select Board must determine whether the permits will be issued moving forward. If the Select Board approved the permits, all applicants will then need to file an ABCC application for an Alteration of Premises.

Staff Recommendation

The topics for discussion/review/approval are as follows:

1. Select Board to review sidewalk dining program and discussion on continuing with the permits post-COVID.
2. Select Board to review terms and conditions of public sidewalk permits.
3. If above are approved, Select Board to review fees for 2023.
4. Review of existing locations and process for Official application for Annual permits.

Background/Discussion

On April 1, 2022, the Governor signed Chapter 42 of the Acts of 2022 (the "Act") into law. The Act extended pandemic-relief provisions related to restaurants. The "Act" extended the ability of cities and towns to approve requests for the expansion of outdoor table service until April 1, 2023 without further ABCC review or approval, changes in the description of a licensed premises for outdoor alcohol service until April 1, 2023

As this Act expires on April 1, all outdoor extensions granted in 2020-2022 must file an Alteration of Premises application with the Select Board and ABCC to be added to their licensed premises. These application must be approved on both local and State level to continue alcohol service in the outdoor spaces.







For the sidewalk spaces on Town Property, the Select Board must first decide on the continuation of the program and what the terms of the permit will be. It is recommended that there be an annual review and renewal of the permit and that the term is no longer than one calendar year.

In addition, upon approval of the program, all locations will require further HDC review for consistency in appearance and use of barriers to define each space – i.e. rope or fence type stanchions. Umbrellas used to cover tables must conform with all regulations including restriction of corporate or alcohol related logos/advertising.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Two weeks advertising in I&M

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

N/A

Attachments

Sidewalk Seating Terms and Conditions; Sidewalk Dining Fees; ABCC Outdoor Dining Guidelines.







Town & County of
NANTUCKET, MA

2023 REVOCABLE LICENSE AGREEMENT FOR SIDEWALK SEATING LICENSE

This confirms the terms of the 2023 Revocable License Agreement between Restaurant, LLC., dba ***The Nantucket Restaurant***, located at ***Nantucket Street***, Nantucket Massachusetts 02554. (hereafter the "Sidewalk Seating Licensee"), and the Town of Nantucket, Broad Street, Nantucket, Massachusetts 02554 (hereafter, the "Town"), as follows:

The Town grants a revocable license to the Sidewalk Seating Licensee (the "Revocable License") to use the portion of Town property described in the Sidewalk Seating Licensee's Application for a Sidewalk Seating Common Victualler's License ("Application"), for the purposes and on the premises set forth in that Application (the "Property"). The purpose of this Revocable License is to facilitate the Sidewalk Seating Licensee's use of Town property for outside seating, service of food and/or alcoholic beverages, and transit by staff and others between portions of the licensed premises, including the outdoor seating area and other portions of the licensed premises.

This Revocable License is subject to the Sidewalk Seating Licensee's compliance with all applicable law and terms of the Sidewalk Seating Licensee's Town and State licenses, including, but not limited to, the Town's Sidewalk Dining Program Terms and Conditions (Exhibit A) Conditions and Guidelines; the Town's Prepared Food Regulations; in the case of liquor licensees, the ABCC's "Guidelines for Extension of Premises to Patio and Outside Areas" and the Town's Regulations Governing the Sales of Alcoholic Beverages; and the Sidewalk Seating Licensee's Common Victualler, Sidewalk Seating Common Victualler, Liquor, and Entertainment Licenses.

The hours in which this Revocable License may be exercised are limited to the Town-approved hours of operation under the Sidewalk Seating License. This Revocable License is valid from April 1, 2023 until December 31, 2023 unless earlier suspended by the Town.

The Sidewalk Seating Licensee certifies that it has, and will maintain during the term of this Revocable License Agreement, all Town- and ABCC-required general liability and liquor liability insurance, and that the Town is named as an additional insured on all such policies. The Sidewalk Seating Licensee absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with this Revocable Licensee Agreement and the Sidewalk Seating Licensee's exercise and use of it. To the greatest extent permitted by law, the Sidewalk Seating Licensee agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to the Sidewalk Seating License and the Sidewalk Seating Licensee's use of the Property, including but not limited to incidents involving the Town's negligence.

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The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

The undersigned represent and warrant that they have the right, capacity and all necessary authority to execute and deliver this Revocable License Agreement on behalf of the respective party for whom they have signed.

Town of Nantucket:	Sidewalk Seating Licensee:
_____	_____
Town Manager or Designee	License Manager or Designee
_____	_____
Date	Date

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EXHIBIT "A"

SIDEWALK DINING LICENSE CONDITIONS AND AGREEMENT

- **Hours of Operation**: No outdoor sidewalk seating area shall be in use beyond 8am to 10pm daily.
- **Entertainment**: No Entertainment allowed on sidewalk seating areas.
- **Maintenance of Public Right of Way**: Restaurant owners are fully responsible for licensed area as follows:
  - Food service personnel must constantly monitor the dining area for waste paper, garbage and other trash. Placement clips, cup holders and other such devices must be utilized to prevent blowing paper.
  - A minimum of 48" but 60" preferred of sidewalk clearance must be maintained to always ensure ADA accessibility and a clear pedestrian path.
- **Sidewalk Dining Furniture and Accessories:**
  - Outdoor seating areas must be easy to assemble on site and dismantle for storage or in case of emergency hazard situations.
  - All outdoor furniture, plantings, and amenities will be of a high quality and add to the appearance and vibrancy of the public way. Areas that are determined to be in poor condition or of poor-quality materials that detract from the public way will be asked to upgrade or remove the outdoor dining area.
- **Proof of Consent by Third Parties:**
  - Restaurants with proposed outdoor sidewalk seating on private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.
- **Signage and Advertising Restrictions**
  - While modest enhancement of outdoor seating areas is encouraged (e.g. with flower planters), signs and corporate logos (including that of the restaurant utilizing the outdoor dining space) may not be displayed in the outdoor seating area. No promotional signage or logos shall be allowed on any outdoor dining elements (umbrellas,enclosures, etc.).
- **Heaters**: Fire Department permit required for any proposed propane heating lamps
- **Liability**:
  - Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Nantucket as an additionally insured party in the amount of $500,000/$1 million providing coverage during the license period.
  - Restaurants serving alcohol must provide proof that the Licensee's Liquor Liability Insurance policy covers the proposed outdoor seating area and that the Town is listed as additional insured.

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PROPOSED PUBLIC SIDEWALK USE FEES

No Alcohol Service	**$500.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront.** ***Maximum 3 tables (4-top max)** ***Removed for closures more than 3 consecutive days.**
Beer & Wine License	**$1000.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront.** ***Maximum 3 tables or 12 seats** ***Removed for closures more than 3 consecutive days.**
Beer & Wine License ++4 Tables (4-top max)	**$1500.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront** ***Minimum 4 tables/16+ seats Maximum tbd based on storefront & location** ***Removed for closures more than 3 consecutive days.**
All Alcohol License	**$2000.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront.** ***Maximum 3 tables (4-top max)** ***Removed for closures more than 3 consecutive days.**
All Alcohol License ++4 Tables (4-top max)	**$2500.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront.** ***Minimum 4 tables/16+ seats Maximum tbd based on storefront & location** ***Removed for closures more than 3 consecutive days.**

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150

Jean M. Lorizio, Esq.
Chairman

NOTICE REGARDING THE APPROVAL OF GUIDELINES FOR OUTDOOR ALCOHOLIC BEVERAGE SERVICE AREAS

On April 7, 2022, at a public hearing, the Alcoholic Beverages Control Commission approved Guidelines for Outdoor Alcoholic Beverage Service Areas. These Guidelines went into effect immediately. A copy of the Guidelines is attached to this Notice and can be found on the ABCC's website at www.mass.gov/abcc.

The ABCC is grateful for the participation and contribution of several members of the alcohol industry in formulating these Guidelines. The ABCC is confident that these Guidelines will ensure consistency and promote public safety while allowing expanded outdoor dining throughout the Commonwealth.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. Any questions should be directed to the ABCC Executive Director Ralph Sacramone at rsacramone@tre.state.ma.us or (617) 727-3040 x 731.

(Issued April 7, 2022)

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150

Jean M. Lorizio, Esq.
Chairman

GUIDELINES FOR OUTDOOR ALCOHOLIC BEVERAGE SERVICE AREAS

1. The licensure of outdoor alcoholic beverage service areas that are outside of the "suitable building" as provided in M.G.L. c. 138, §1, must follow the license application and approval process as provided in Chapter 138 for retail on-premises consumption licenses.

2. Local Licensing Authorities ("LLAs") have discretion to apply reasonable conditions to the outdoor alcoholic beverage service areas, such as the requirement of food service and/or seated service.

3. All applications for outdoor alcoholic beverage service areas must include documentation demonstrating the right of the Licensee to occupy or permission to use the outdoor alcoholic beverage service area(s). This must include permission to transport alcoholic beverages over public property, if applicable, such as over public sidewalks.

4. Outdoor alcoholic beverage service areas should be contiguous to the licensed building premises with a clear and direct view of the outdoor area from inside the licensed building premises. Further, the Licensee must actively supervise the outside alcoholic beverage service area.

5. Outdoor alcoholic beverage service areas that are noncontiguous to the premises' building are permitted. However, they must be in the immediate vicinity of, and within clear and direct view of, the existing licensed building premises. Licensees are reminded that their applications may be denied if, in the LLA's or ABCC's discretion, it is determined that any proposed noncontiguous outdoor alcoholic beverage service area is in an unsuitable location, such as being too far from the premises' building or being in an unsafe location.

   For noncontiguous outdoor alcoholic beverage service areas, the licensee must have an adequate number of employees that are physically present in the outdoor alcoholic beverage service area at all times when alcoholic beverages are being sold or consumed.

6. All outdoor alcoholic beverage service areas must be enclosed by a barrier, fence, or partition, sufficient for the licensee to maintain control of access to the area and to provide a safe environment for patrons.

7. The LLA should consider the type of neighborhood and the potential impact of noise in the environs before approving outdoor alcoholic beverage service areas.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued April 7, 2022)

Agenda Item Summary

Agenda Item #	IX. 4.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Four West Creek, LLC DBA Kitty Murtaugh's, 4 West Creek Road, License #00154-RS-0762***

Executive Summary

Four West Creek, LLC is applying for an Alteration of Premises for an ***Annual Restaurant All Alcoholic Beverages*** Liquor License for ***DBA Kitty Murtaugh's*** at ***4 West Creek Road***.

The Application requests All Alcoholic Beverages service be allowed on the outdoor patio area approved for service during COVID conditions. There will be no overall increase in approved occupancy/seating capacity. The current license allows for liquor service in the interior dining area.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses. Kitty Murtaugh's has not been cited for any violation of their Liquor License.

Requirements for Alteration of Liquor License Premises:

- ABCC Alteration of Premises Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

In 2020 and 2021, Kitty Murtaugh's was allowed to expand its liquor and food service to outdoor premises in response to the COVID-19 State of Emergency Outdoor Dining allowances. This request is an application to continue outdoor service on a permanent basis. COVID approvals for outdoor dining expire on April 1, 2023.

The outdoor patio contains 7 tables with a maximum occupancy of 50 seats and a service bar. No entertainment modification or addition of outdoor entertainment has been requested.

Prior to applying for the Alteration of Premises, Kitty Murtaugh's went before the Planning Board to amend the Special permit – see below for decision. If approved by Select Board and ABCC, the conditions below will be part of the permanent license.

SUMMARY OF PLANNING BOARD DECISION

FINDINGS:

The Nantucket Planning Board, at its May 9, 2022 meeting, approved and granted a modification to a "MCD" Special Permit as follows:

DECISION

1. While the patio is in use, the basement will not be available for dining service, and the total occupancy shall remain unchanged.

'

Comments and Consideration:

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

- The appropriateness of a liquor license at a particular location
- The number of existing dispensaries in Town
- The views of the inhabitants of the locality in which a license is sought
- Traffic, noise, size (typically applies to a new location)
- The sort of operation that carries the license
- The reputation of the applicant

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A







Attachments
ABCC Alteration of Premises Application and Supporting Documents; ABCC Outdoor Dining Guidelines and Patio Guidelines; Kitty Murtaugh's Licenses







The ***Commonwealth of Massachusetts***
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	00154-RS-0762
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
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☒ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

APPLICANT INFORMATION

Name of Licensee: Four West Creek, LLC

DBA: Kitty Murtagh's

Street Address: 4 West Creek Road

Zip Code: 02554

Manager: Caroline Montgomery

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter:

of the Acts of (year):

§12 Restaurant	Annual	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Two story wood framed building, one entrance and exit. 7 outdoor tables and a service bar on the Northeast/Orange Street side of the building.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: 02/20/2023 Time:

Advertised: Yes ☒ No ☐ Date Published: 03/01/23 Publication: Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice: 03/03/23

Date APPROVED by LLA: 03/15/2023 **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

_____

_____

_____

_____

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00154-RS-0762

ENTITY/ LICENSEE NAME Four West Creek DBA Kitty Murtagh's

ADDRESS 4 West Creek Road

CITY/TOWN Nantucket **STATE** MA **ZIP CODE** 02554

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

AMENDMENT-Change or Alteration of Premises Information

☐ Change of Location

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

☒ Alteration of Premises

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Four West Creek LLC DBA Kitty Murtagh's	Nantucket	00154-RS-0762

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

We are seeking to make permanent the extension of premises granted by the Governor and ABCC during the State of Emergency brought on by the pandemic.

APPLICATION CONTACT

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

Name	Title	Email	Phone
John Keane	Owner	xxjkcm@aol.com	[redacted]3

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Seeking permanent ABCC approval for previously licensed space per covid guidelines which includes the addition of 7 outdoor tables and service bar with a maximum of 50 seats on the Northeast/Orange Street side of the building.

2B. PROPOSED DESCRIPTION OF PREMISES

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

Two story wood framed building, one entrance and exit. 7 outdoor tables and a service bar on the Northeast/Orange Street side of the building.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage | Seating Capacity | Occupancy Number

Number of Entrances | Number of Exits | Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone | Landlord Email

Landlord Address

Lease Beginning Date | Rent per Month

Lease Ending Date | Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ○ No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):	Construction Cost: $40,000.00.

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
John Keane, Owner	50%
Caroline Montgomery, Owner	50%
Total:	100%

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.
NA			○ Yes ○ No
NA			○ Yes ○ No
NA			○ Yes ○ No
NA			○ Yes ○ No

APPLICANT'S STATEMENT

I, John Keane (Authorized Signatory) the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager

of Four West Creek, LLC DBA Kitty Murtagh's (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: 2/21/2023

Title: Owner

ENTITY VOTE

The Board of Directors or LLC Managers of Four West Creek LLC DBA Kitty Murtagh's
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- [x] Alteration of Licensed Premises
- [ ] Change of Location
- [ ] Other

"VOTED: To authorize
Name of Person

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

A true copy attest,

Corporate Officer /LLC Manager Signature

JOHN VICANE
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

2012 00001752
Bk: 1331 Pg: 38 Page: 1 of 2
Doc: DD 06/12/2012 10:43 AM

STATUTORY QUITCLAIM DEED

I, JOHN A. KEANE, of 43 Pleasant Street, Nantucket Town and County, Massachusetts, for non-monetary consideration and in consideration of the conveyance of the Premises by the Grantor to a limited liability company at the time of its formation in which the Grantor retains an equivalent ownership interest to the Premises as the Grantor did prior to this transfer, grant to KITTY MURTAGH'S RE, LLC, a Massachusetts Limited Liability Company with a mailing address of 4 West Creek Road, Nantucket Town and County, Massachusetts 02554, with QUITCLAIM COVENANTS,

The land together with the improvements thereon situate at 4 West Creek Road, Nantucket Town and County, Commonwealth of Massachusetts, bounded and described as follows:

NORTHERLY	by West Creek Road, ninety-five and 03/100 (95.03) feet;
EASTERLY	by Lot A as shown on plan hereinafter mentioned, one hundred twenty and 00/100 (120.00) feet;
SOUTHERLY	by land now or formerly of Alberth K. Ottison et ux, ninety-five and 13/100 (95.13) feet; and
WESTERLY	by Lot C as shown on said plan, one hundred twenty-four and 68/100 (124.68) feet.

Being shown as Lot B on plan filed with Nantucket Registry of Deeds in Book of Plans 13, Page 401.

For title reference, see Deed recorded at Book 666, Page 52 at the Nantucket Registry of Deeds.

WITNESS my hand and seal this 12 day of June 2012.

John A. Keane by Caroline Montgomery his atty-in-Fact u/p/a dated 6/8/12.

JOHN A. KEANE by Caroline Montgomery his Attorney-in-Fact u/p/a dated June 8, 2012

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. June 12, 2012

On this 12th day of June 2012, before me, the undersigned notary public, personally appeared John A. Keane by Caroline Montgomery, his Attorney-in-Fact, u/p/a dated June 8, 2012 and proved to me through satisfactory evidence of identification, which were personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

MARY ELLEN MANNING
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 7, 2014

NANTUCKET LAND BANK
CERTIFICATE
☐ Paid $
☒ Exempt I
☐ Non-applicable
32760 6/12/12
No. Date
Authorization

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

PB

Nantucket Planning Board

MAJOR COMMERCIAL DEVELOPMENT "MCD"
SPECIAL PERMIT DECISION
PLANNING BOARD FILE #44-18
&
MODIFICATION (MOD#1) TO
MAJOR COMMERCIAL DEVELOPMENT "MCD"
SPECIAL PERMIT DECISION
PLANNING BOARD FILE #PLSP-2022-05-0180

Applicant/Owner: Kitty Murtaghs RE, LLC

4 West Creek Road
Nantucket Tax Assessor's Map 55, Parcel 172
Commercial Mid-Island ("CMI") Zoning District

Deed Book 1331 Page 38
Lot B, Plan Fil #13-401
Nantucket County Registry of Deeds

May 9, 2022

PROPOSAL AND GENERAL DESCRIPTION:
The Nantucket Planning Board held a public hearing on Monday, May 9, 2022 to consider the application of Kitty Murtaghs, LLC for a Modification to an existing Major Commercial Development ("MCD") Special Permit to allow the use of an outdoor patio for outdoor dining. While the patio is in use, the basement will not be available for dining service, and the total occupancy and parking will remain unchanged.

Additionally, the Applicant is requesting that the Planning Board ratify Planning Board Special Permit #44-18 for a Major Commercial Development, which supersedes Zoning Board of Appeals Special Permit 68-00, filed with the Nantucket Registry of Deeds in Book 689, Page 32.

Special Permit #44-18 was unanimously approved by the Planning Board at the June 11, 2018 public hearing, however a formal decision was not filed. The request included a Major Commercial Development "MCD" Special Permit and a waiver of all major site plan review. The MCD Special Permit application detailed the uses on the site as; restaurant for the primary use on the first floor and basement level, second floor office space that is ancillary to the restaurant, and a four-bedroom apartment on the second floor.

Additionally, the Special Permit #44-18 request included removal of language from ZBA permit #68-00: any reference to number of seats, removal of a requirement for an "employer dormitory" and a "Dormitory Management Plan", and removal of the condition related to trees along the northeasterly boundary of the site. Finally, as a part of Special Permit #44-18, the Applicant requested that the Board validate the existing parking as sufficient.

BASIS OF THE FINDINGS:

The Planning Board based its findings on the following:

- An application for a Special Permit filed with the Town Clerk on May 25, 2018;
- An application for a Modification of an MCD Special Permit filed with the Town Clerk on April 20, 2022;
- A Site Plan entitled "Site Plan in Nantucket, MA" prepared for John A. Keane by Blackwell & Associates, Inc. on March 13, 2003 and attached hereto as "Exhibit A";
- A Site Plan showing the exterior seating plan entitled "John Keane Kittys" that is attached hereto as "Exhibit B";
- Zoning Board of Appeals Special Permit #68-00, recorded with the Nantucket Registry of Deeds as Book 689, Page 32;
- Staff Report dated June 11, 2018;
- Staff Report dated May 6, 2022;
- Representation and testimony received in connection with the Planning Board public hearing held on Monday, Monday, June 11, 2018;
- Minutes from the June 11, 2018 Planning Board meeting, which are on file with Planning and Land Use Services;
- Representation and testimony received in connection with the Planning Board public hearing held on Monday, Monday, May 9, 2022;
- Other assorted documents that are on file with the Planning Board.

The public hearing was closed on May 9, 2022. Minutes from the meeting are on file with Planning and Land Use Services.

FINDINGS:

Based upon review of the application submitted in accordance with the Zoning Bylaw, the Board finds that the proposed MCD is in harmony with the general purpose and intent of the By-Law and meets the intent of the MCD Guidelines adopted by the Planning Board.

DECISION AND VOTE:

The Nantucket Planning Board at its May 9, 2022, meeting voted 5-0 to **APPROVE** and **GRANT** a **MODIFICATION TO A MAJOR COMMERCIAL DEVELOPMENT "MCD" SPECIAL PERMIT** and to **ENDORSE** this decision.

The Board's approval is conditioned upon compliance with the "Proposal" and "Findings" as set forth in this decision, and as shown on the plan referenced herein. The Board also sets forth the following conditions:

1) That the requirement for site plan review shall be waived due to the site already being

constructed and no alterations have been proposed;

2) That this Special Permit shall supersede Zoning Board of Appeals Special Permit #68-00 and that conditions of that decision shall no longer apply; and
3) While the patio is in use, the basement will not be available for dining service, and the total occupancy shall remain unchanged.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

RECORD OF VOTE:
The Planning Board, at its public meeting held on **May 9, 2022**, voted UNANIMOUSLY, **5-0** to: **APPROVE** the requested Amendment to the previously granted Special Permit, to **GRANT** the requested relief provided for herein, and to **ENDORSE** this Special Permit Decision.

John Trudel III, Chair APPROVED

Dave Iverson, Vice- Chair APPROVED

Nathaniel Lowell APPROVED

Barry Rector APPROVED

Campbell Sutton APPROVED

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

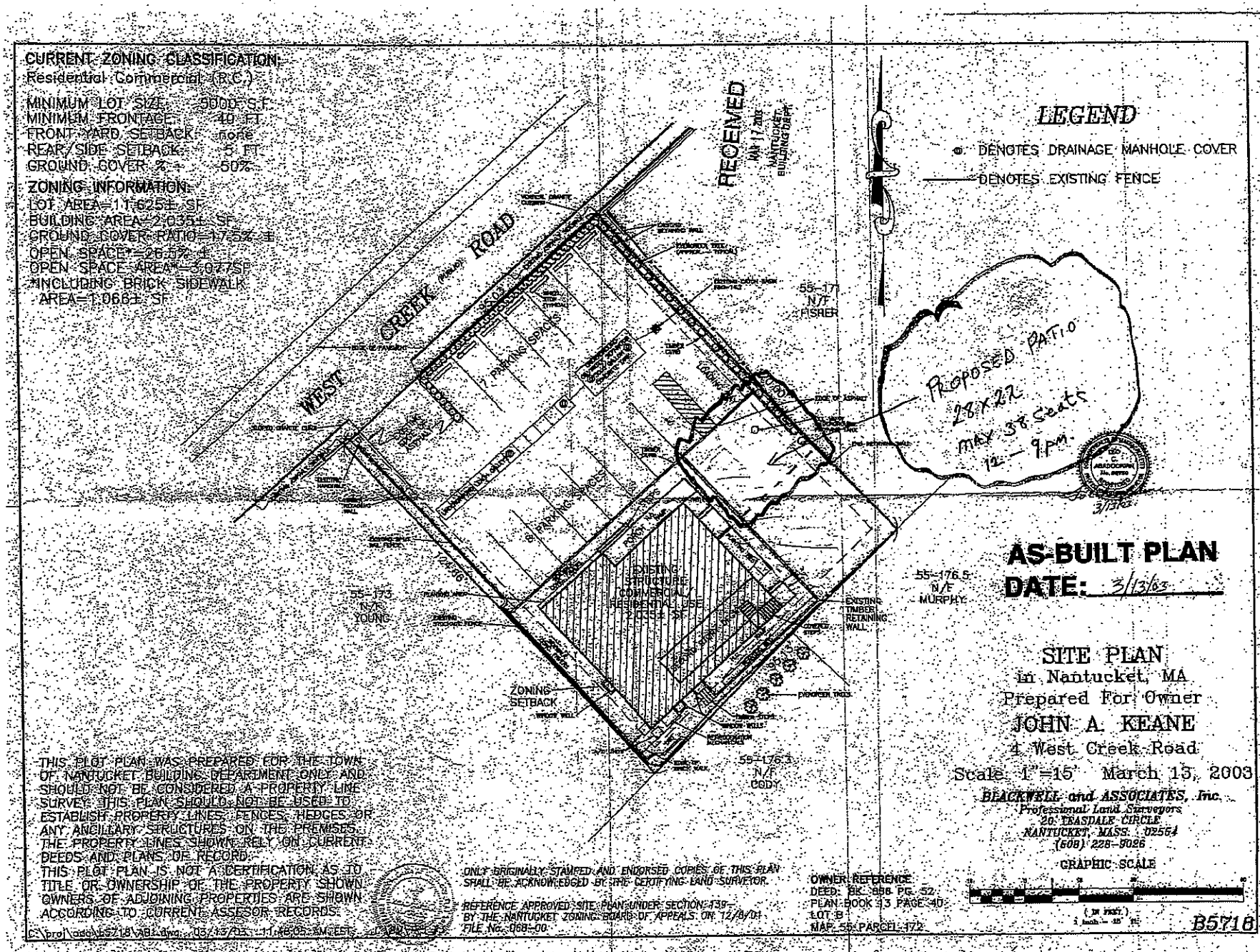
On the 6th day of June, 2022, before me, the undersigned notary public, personally appeared Dave Iverson, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily, as his/her free act and deed, for the purposes therein expressed.

Notary Public

Printed name: Megan Trudel
My Commission Expires: May 13, 2027

Megan E. Trudel
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 13, 2027

"Exhibit A"


CURRENT ZONING CLASSIFICATION:
Residential Commercial (R.C.)
MINIMUM LOT SIZE - 9000 S.F.
MINIMUM FRONTAGE - 40 FT.
FRONT YARD SETBACK - none
REAR/SIDE SETBACK - 5 FT.
GROUND COVER % - 50%
ZONING INFORMATION:
LOT AREA=11,625± SF
BUILDING AREA=2,035± SF
GROUND COVER RATIO=17.5% ±
OPEN SPACE*=26.5% ±
OPEN SPACE AREA*=3,077SF
*INCLUDING BRICK SIDEWALK AREA=1,068± SF
RECEIVED
MAR 17 2003
NANTUCKET BUILDING DEPT.
WEST CREEK ROAD
55-171 N/F FISHER
55-176.5 N/F MURPHY
55-175 N/F YOUNG
59-176.1 N/F CODY
EXISTING STRUCTURE COMMERCIAL/ RESIDENTIAL USE 2,035± SF
8 PARKING SPACES
EXISTING TIMBER RETAINING WALL
ZONING SETBACK
LEGEND
DENOTES DRAINAGE MANHOLE COVER
DENOTES EXISTING FENCE
PROPOSED PATIO 28X22 MAY 38 Seats 12 - 9PM
AS-BUILT PLAN
DATE: 3/13/03
SITE PLAN
in Nantucket, MA
Prepared For Owner
JOHN A. KEANE
4 West Creek Road
Scale 1"=15' March 13, 2003
BLACKWELL and ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026
GRAPHIC SCALE
THIS PLOT PLAN WAS PREPARED FOR THE TOWN OF NANTUCKET BUILDING DEPARTMENT ONLY AND SHOULD NOT BE CONSIDERED A PROPERTY LINE SURVEY. THIS PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES, FENCES, HEDGES OR ANY ANCILLARY STRUCTURES ON THE PREMISES. THE PROPERTY LINES SHOWN RELY ON CURRENT DEEDS AND PLANS OF RECORD. THIS PLOT PLAN IS NOT A CERTIFICATION AS TO TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT ASSESSOR RECORDS.
ONLY ORIGINALLY STAMPED AND ENDORSED COPIES OF THIS PLAN SHALL BE ACKNOWLEDGED BY THE CERTIFYING LAND SURVEYOR.
REFERENCE APPROVED SITE PLAN UNDER SECTION 139-11 BY THE NANTUCKET ZONING BOARD OF APPEALS ON 12/8/01 FILE No. 068-00
OWNER REFERENCE
DEED: BK. 886 PG. 52
PLAN BOOK 13 PAGE 40
LOT B
MAP 55 PARCEL 172
B5718
C:\proj\acad\B5718\AB1.dwg, 03/13/03 11:46:05 AM, EST

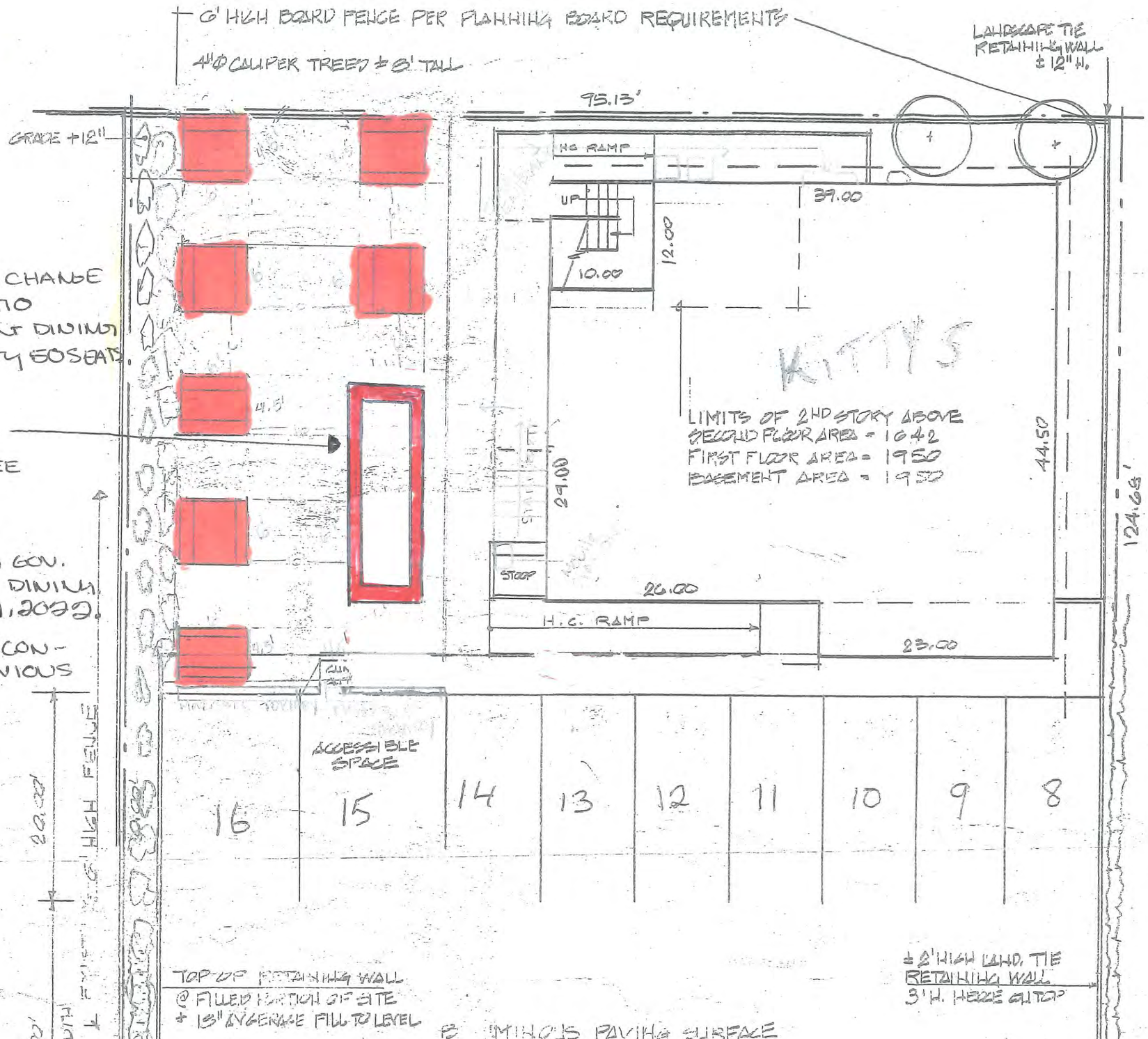
SEEKING APPROVAL

OVERALL CAPACITY - NO CHANGE
PER PLANNING BOARD PATIO
OPERATES WHILE BASEMENT DINING
ROOM IS CLOSED. CAPACITY 50 SEATS.

SERVICE BAR/BAR
PER PLANNING BOARD (SEE DECISION)

ORIGINAL DESIGN BASED ON GOV. GUIDELINES FOR OUT DOOR DINING OPERATIONAL 2020, 2021, 2022.

RATIFIED IN 2022 FOR CONTINUOUS USAGE PRE PREVIOUS OPERATIONS.



PROJECT:

LOCUS:

PROPRIETOR:

AGENT:

PROPOSED SCOPE
[] REMOVE EX
[] CONSTRUCT
1. RESTA
2. THRE

USE GROUPS:
RESTAURANT
RESIDENTIAL

TYPE OF CONSTR
HEIGHT AND ARE
FIRE RESISTIVE RA
SPECIAL FEATURE

OCCUPANCY LOA
SEATING CAPACI

ZONING:
RC ZONE (REST
FRONTAGE: 40 ft. r
FRONT SETBACK
SIDE AND REAR
GROUND COVER

PARKING STATIS
RESTAURANT SEA
EMPLOYEES (PEAK
DWELLING UNITS

APPLICANT WILL

(ONE DESIGNATED
(ONE LOADING BA



LICENSE #: 00154-RS-0762

LICENSE FEE: $3,250.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ANNUAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Four West Creek
DBA: Kitty Murtagh's
PREMISES: 4 West Creek Road
Nantucket, MA 02554
MANAGER: Caroline Montgomery

ON PREMISES DESCRIBED AS:
Two story wood framed building, one entrance and exit.

Alteration: Outdoor Patio on Northeasy side of building with 7 outdoor tables.
Condition: While the patio is in use, the basement will not be available for dining service, and the total occupancy shall remain unchanged.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

Chair, Select Board

THIS LICENSE WILL EXPIRE xx

**Unless earlier suspended, cancelled, or revoked*

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

LICENSE FEE: **$100.00**

NO PROPOSED CHANGES TO ENTERTAINMENT LICENSE

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **Four West Creek**
DBA: **Kitty Murtaugh's**
PREMISES: **4 West Creek Road**
Nantucket, MA 02554
MANAGER: **Caroline Montgomery**

LICENSED PREMISES DESCRIBED AS:

Two story wood framed building, one entrance and exit.

Approved Entertainment:

- **INSTRUMENTAL MUSIC**
- **VOCAL MUSIC**
- **DISC JOCKEY**
- **TELEVISION**
- **COMPACT DISC PLAYER**

Conditions of License:

- **HOURS: 5:00 pm to 9:30 pm; 7 Days**
- No Outdoor Entertainment Permitted

INFORMATION ONLY

2023

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this \ day of 2022.

COPY

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2023

**Unless earlier suspended, cancelled, or revoked*

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

A Current Certificate of Inspection with Approved Occupancy Must Always be Posted with this License.

Agenda Item Summary

Agenda Item #	IX. 5.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***C. Noble, LLC DBA The Charlie Noble, 15 South Water Street, License #03217-RS-0762***

Executive Summary

C. Noble, LLC is applying for an Alteration of Premises for an ***Annual Restaurant All Alcoholic Beverages*** Liquor License for ***DBA The Charlie Noble*** at ***15 South Water Street***.

The Application requests All Alcoholic Beverages service be allowed in the exterior patio area approved for service during COVID conditions. The current license allows for liquor service in the interior dining area only. There is no additional application to include outdoor area for Entertainment.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses. The Charlie Noble has not been cited for any violation of their Liquor License.

Requirements for Alteration of Liquor License Premises:

- ABCC Alteration of Premises Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records if applicable
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

See attached Occupancy narrative to include layout of patio seating. The 970sq ft patio contains 11 tables with maximum seats @ 52.

A reminder that outdoor tables with umbrellas and other similar items must comply with HDC requirements for the Historic District and no logos or Liquor branding is allowed. Exceptions were made

during the pandemic that allowed establishments to use donated items for the outdoor spaces due to the Emergency Declaration. Spaces now have to comply with existing policies and regulations.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; ABCC Outdoor Dining Guidelines and Patio Guidelines; Charlie Noble Licenses; COI and Occupancy Report







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

APPLICANT INFORMATION

Name of Licensee: C. Noble, LLC

DBA: The Charlie Noble

Street Address: 15 South Water Street

Zip Code: 02554

Manager: Denise Corson

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter

of the Acts of (year)

§12 Restaurant	Annual	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Main entrance room from South Water Street to first floor bar area, restaurant and kitchen. First Floor 4959 sq ft. Second Floor office and storage; 1460 sq. ft. 970 sq ft patio with 11 tables on Easy Street side of building with maximum 52 seats

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/27/2023 Time

Advertised Yes ☒ No ☐ Date Published 03/01/2023 Publication Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice 03/03/2023

Date APPROVED by LLA 03/15/2023 **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

_____

_____

_____

_____

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 03217-RS-0762

ENTITY/ LICENSEE NAME C. Noble LLC, dba The Charlie Noble

ADDRESS 15 S. Water Street

CITY/TOWN Nantucket **STATE** MA **ZIP CODE** 02554

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

AMENDMENT-Change or Alteration of Premises Information

☐ Change of Location

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

☒ Alteration of Premises

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
C. Noble, dba The Charlie Noble	Nantucket	03217-RS-0762

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

Applying to alter the licensed footprint of the premises.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Denise Corson	Owner	[redacted]	[redacted]

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Utilizing an existing outdoor area for dining. The outdoor area has been used for the past couple years under the special provisions set forth during COVID regulations.

2B. PROPOSED DESCRIPTION OF PREMISES

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

The existing licensed premises is two floors with dining on the first floor. There is seating for approximately 80 on the interior. The proposed alteration would be to utilize an existing outdoor area to add seating for approximately 50 additional patrons.

Total Sq. Footage	5269	Seating Capacity	120	Occupancy Number	140
Number of Entrances	3	Number of Exits	3	Number of Floors	2

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name: NIR Retail LLC

Landlord Phone:

Landlord Email:

Landlord Address: P.O. Box 845844 Boston, MA 02284

Lease Beginning Date: 12/31/2017

Rent per Month: 15,416.67

Lease Ending Date: 12/31/2022

Rent per Year: 185,000.00

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):	There will be no cost associated with the transaction. The proposed licensed premises was used in 2020 and 2021 during the COVID laws.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, Denise Corson (Authorized Signatory) the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager

of C. Noble LLC dba The Charlie Noble (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: 3/25/2022

Title: owner

ENTITY VOTE

The Board of Directors or LLC Managers of C. Noble LLC
Entity Name

duly voted to apply to the Licensing Authority of Nantucket, and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 3/24/2022
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize Denise Corson
Name of Person

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Denise Corson
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
4231	11	1	NANTUCKET DREAMLAND FOUNDATION		P O BOX 989	NANTUCKET	MA	02554	17 S WATER ST
4231	13		14 EASY STREET LLC		PO BOX 1173	NANTUCKET	MA	02554	14 EASY ST
4231	13	2	SPILT MILK LLC		99 FRANKLIN ST	WESTPORT	CT	O6880	14B EASY ST #E
4231	13	3	BEAUDETTE RICHARD P BGGHOLDINGS NOM TR	VAUGHAN DALE UNTER & BEAUDETTE	PO BOX 659	NANTUCKET	MA	O2554	14C EAST ST #S
4231	74		NANTUCKET ATHENEUM LIBRARY		PO BOX 808	NANTUCKET	MA	02554	1 INDIA ST
4231	76		NIR RETAIL LLC	NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	11 S WATER ST
4231	174		ST MARYS ROMAN CATHOLIC CHURCH		6 ORANGE ST	NANTUCKET	MA	02554	3 FEDERAL ST
Count:	**7**								

NANTUCKET DREAMLAND FOUNDATION
P O BOX 989
NANTUCKET, MA 02554

14 EASY STREET LLC
PO BOX 1173
NANTUCKET, MA 02554

SPILT MILK LLC
99 FRANKLIN ST
WESTPORT, CT O6880

BEAUDETTE RICHARD P BGGHOLDINGS
NOM TR
VAUGHAN DALE UNTER & BEAUDETTE
PO BOX 659
NANTUCKET, MA O2554

NANTUCKET ATHENEUM LIBRARY
PO BOX 808
NANTUCKET, MA 02554

NIR RETAIL LLC
NEW ENGLAND DEVELOP-ACCTING DEPT
75 PARK PLAZA #3
BOSTON, MA 02116

ST MARYS ROMAN CATHOLIC CHURCH
6 ORANGE ST
NANTUCKET, MA 02554

LICENSE #: **03217-RS-0762** **LICENSE FEE:** **$3,250.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ANNUAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: **C. Noble LLC**
DBA: **The Charlie Noble**
PREMISES: **15 South Water Street**
Nantucket, MA 02554
MANAGER: **Denise Corson**

ON PREMISES DESCRIBED AS:
Main entrance room from South Water Street to first floor bar area, restaurant and kitchen. First Floor 4959 sq ft. Second Floor office and storage; 1460 sq. ft.
Alteration: 970 sq ft patio with 11 tables on Easy Street side of building with maximum 52 seats.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

DRAFT

Chair, Select Board

THIS LICENSE WILL EXPIRE XX

**Unless earlier suspended, cancelled, or revoked*

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

e m e r i t u s

8 Williams Lane Nantucket, MA 02554
236 Huntington Ave Boston, MA 02115
P. 508.325.4995
emeritusdevelopment.com

Building Code Narrative

15 South Water Street, Nantucket, MA 02554 The Charlie Noble Restaurant

Building Commissioner Paul Murphy
Nantucket Building Department
2 Fairgrounds Road
Nantucket MA 02554

March 18, 2022

Dear Paul,

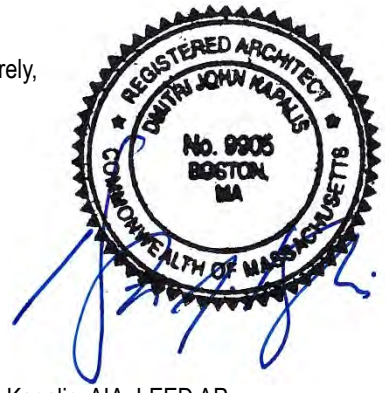
Provided is a brief narrative describing the seating and occupancy for the Charlie Noble Restaurant located on 15 South Water Street (Map 42.3.1 / Parcel 12). We are requesting an update of allowable occupancy numbers for the 2022 Certificate of Inspection.

The information submitted within includes floor plans with area tabulations of actual square footages of the two story Restaurant. Also indicated on the plans is the typical seating arrangement and specific life safety elements.

The Restaurant would also like to use a portion of open exterior space on the Eastern side of the lot for seasonal outdoor dining. We are not proposing any physical changes to the building structure.

If you have any questions regarding the following proposed changes or any of the accompanying documents, please feel free to contact me at any time at 617-236-4927 or dkapalis@emeritusdevelopment.com.

Sincerely,



Dmitri Kapalis, AIA, LEED AP
Project Architect

PER BUILDING CODE *780 CMR* REFERENCING *2015 IEBC*

SECTION 804 – FIRE PROTECTION

804.2 Automatic Sprinkler Systems. Automatic sprinkler systems shall be provided in accordance with the requirements of Section 804.2.1 through 804.2.5. Installation requirements shall be in accordance with the *International Building Code*.

804.4 Fire Alarm and Detection. An approved fire alarm system shall be installed in accordance with Sections 804.4.1 through 804.4.3.

804.4.1 Occupancy Requirements. A fire alarm system shall be installed in accordance with Sections 804.4.1.1 through 804.4.1.7. Existing alarm-notification appliances shall be automatically activated throughout the building. Where the building is not equipped with a fire alarm system, alarm-notification appliances within the *work area* shall be provided and automatically activated.

Note: This Building was recently upgraded and equipped with a compliant Automatic Sprinkler System

PER BUILDING CODE *780 CMR* REFERENCING *2015 IBC*

SECTION 302 - BUILDING CLASSIFICATION

Use and Occupancy: Assembly
A-2 Restaurant:
First Floor Level with Exterior Patio Seating

SECTION 503 - GENERAL BUILDING TYPE AND AREA LIMITATIONS

Building Type: 5B Sprinklered
First Floor Gross Area: (+/-) 3,503 sf
Second Floor Gross Area: (+/-) 1,766 sf

SECTION 1004 – OCCUPANT LOAD

***Per Table 1004.1.2 Maximum Floor Area Allowances per Occupant.*

Accessory Storage Areas, Mechanical Rooms	300 Gross SF
Assembly Without Fixed Seats (Unconcentrated Tables & Chairs)	15 Net SF
Business Area	100 Gross SF
Kitchens, Commercial	200 Gross SF

First Floor Level (Tables & Chairs)			**137 Occ**
101 Front Dining	829 Net SF	*Assembly – Tables and Chairs*	55 Occ
101 Front Bar Seating	Actual Count	*Assembly – Concentrated*	15 Occ
102 Back Bar	189 Gross SF	*Kitchens, Commercial*	1 Occ
103 Walk In Cooler	84 Gross SF	*Accessory Storage Areas*	1 Occ
107 Mid Dining	419 Net SF	*Assembly – Tables and Chairs*	28 Occ
108 Kitchen	702 Gross SF	*Kitchens, Commercial*	4 Occ
109 Utility	49 Gross SF	*Accessory Storage Areas*	1 Occ
110 Walk In Cooler	66 Gross SF	*Accessory Storage Areas*	1 Occ
112 Back Dining	392 Net SF	*Assembly – Tables and Chairs*	26 Occ
112 Back Bar Seating	Actual Count	*Assembly – Concentrated*	4 Occ
113 Bar Back	58 Gross SF	*Kitchens, Commercial*	1 Occ

Second Floor Level			**11 Occ**
201 Office	218 Gros SF	*Business Area*	3 Occ
202 Storage	228 Gross SF	*Accessory Storage Areas*	1 Occ
203 Storage	226 Gross SF	*Accessory Storage Areas*	1 Occ
204 Liquor Storage	99 Gross SF	*Accessory Storage Areas*	1 Occ
205 Storage	222 Gross SF	*Accessory Storage Areas*	1 Occ
206 Storage	462 Gross SF	*Accessory Storage Areas*	2 Occ
208 Storage	49 Gross SF	*Accessory Storage Areas*	1 Occ
209 Storage	19 Gross SF	*Accessory Storage Areas*	1 Occ

Maximum Occupant Load (Building) **148 Occ**

SECTION 1005 – MEANS OF EGRESS SIZING

1005.3.1 Stairways. The capacity, in inches, of *means of egress stairways* shall be calculated by multiplying the *occupant load* served by such *stairways* by a means of egress capacity factor of 0.3 inch (7.6 mm) per occupant. Where *stairways* serve more than one story, only the occupant load of each story considered individually shall be used in calculating the required capacity of the *stairways* serving that story.

1005.3.2 Other Egress Components. The capacity, in inches, of *means of egress* components other than *stairways* shall be calculated by multiplying the *occupant load* served by such component by a means of egress capacity factor of 0.2 inch (5.1 mm) per occupant.

First Floor Level	
Main Entry Door	170 occ
Rear Egress Door	135 occ
Rear Service Egress	49 occ
Capacity:	354 occ

Second Floor Level	
Internal Stairs	49 occ
Capacity:	49 occ

PER PLUMBING CODE *248 CMR 10*

***This code analysis is based on the Massachusetts Uniform State Plumbing Code, 248 CMR 10, as referred to by Chapter 29 (Plumbing Systems) of the 780 CMR Massachusetts Amendments to the 2015 International Building Code. The following information includes portions of the code which substantially affect the design of the building. The articles, paragraphs, and tables which are quoted are not necessarily included in their entirety. See the complete code for additional requirements.*

SECTION 10.10 – PLUMBING FIXTURES

***Per Table 1: Minimum Facilities for Building Occupancy*

Restaurants: 1 Toilet per 30 Female, 1 Toilet per 60 Male (50% Urinal), 1 Lavatory per 200 each Gender
Employee (Non-Industrial): 1 Toilet per 20 Staff

Fixture Type	**Gender**	**Number**	**Capacity**
Water Closet	Men	2	120
Lavatory	Men	1	200
Water Closet	Women	2	60
Lavatory	Women	1	200
Water Closet	Staff	1	20
Lavatory	Staff	1	20
Maximum Total Capacity:			**140**

780 CMR 1004.2 INCREASED OCCUPANT LOAD

The occupant load in any building, or portion thereof, is permitted to be increased from that number established for the occupancies in Table 1004.1.1, provided that all other requirements of the code are also met based on such modified number and the occupant load does not exceed one occupant per 7 square feet (0.65 m2) of occupiable floor space. Where required by the building official, an approved aisle, seating or fixed equipment diagram substantiating any increase in occupant load shall be submitted. Where required by the building official, such diagram shall be posted.

The restaurant proposes to maintain the current use and function of the establishment without change to the actual number of internal seats for patrons.

Summary of Occupant Loads & Capacities (see attached Plans by Emeritus Plan dated March 18, 2022)

Egress Capacity: 359 (Sprinklered - 0.2" per Person)
Indoor Seating Tabulation: 112
Outdoor Patio Seating (Seasonal / Weather Permitting): 60
Total Seating Tabulation: 172
Maximum Occupied Seating @ Any Given Time: 120
Patron Plumbing Capacity: 120
Staff Plumbing Capacity: 20
Maximum Building Occupancy: 140

In conclusion, we submit this information in support of the Restaurant's current seating layout and function, and request that the posted maximum occupancy for the establishment be permitted to maintain its current operation of 140 as per the Seating & Occupancy tabulations provided herein. We would like to reiterate the Restaurant's approach for maintaining current Patron and Staffing numbers, and that this information is not a request for an occupancy increase or change, but rather a clarification to the establishment's operating capacity. If you have any questions concerning this occupancy narrative, please feel free to contact this office.

Sincerely,



Dmitri J. Kapalis, AIA, LEED AP
Project Architect, Emeritus, Ltd.

The Charlie Noble Restaurant

15 South Water Street
Nantucket, MA 02554

03.18.22

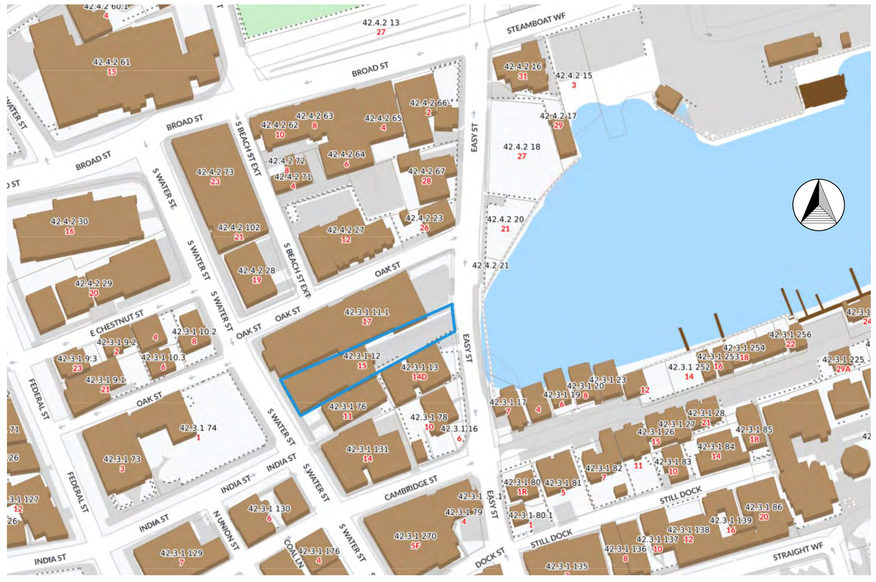
Permit Set



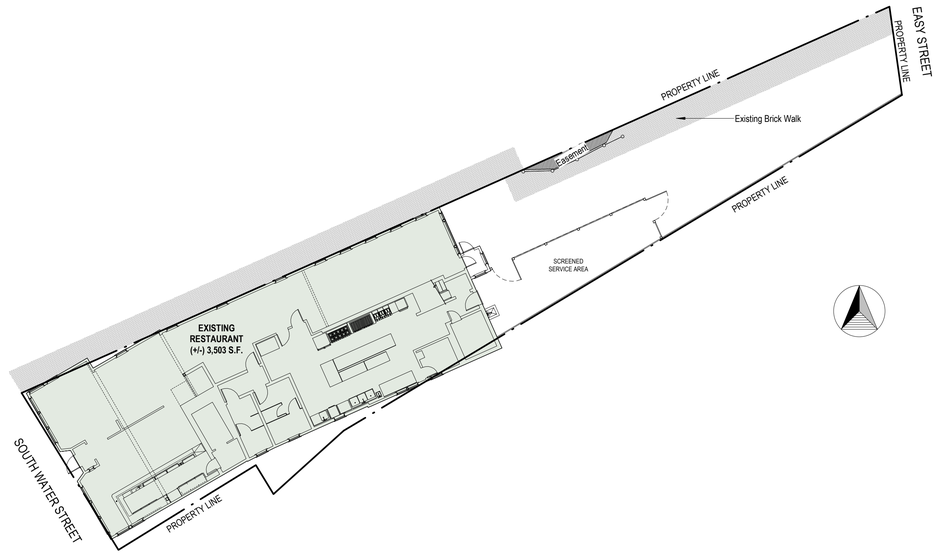
View From South Easy Street



View From South Water Street



Locus Map



Site Plan

1/16" = 1'-0"

2207

The Charlie Noble Restaurant

15 South Water Street
Nantucket, MA 02554

emeritus

8 Williams Lane
Nantucket, MA 02554
508.325.4995
www.emeritusltd.com

Cover Sheet

Site Information

Map & Parcel:	42.3.1 / 12
Current Zoning:	CDT
Minimum Frontage:	35'
Front Setback:	0'
Side/Rear Setback:	0' / 5'
Lot Size:	+/- 6,358 sf
Min. Lot Size:	3,750 sf
Allowable G.C.:	75% / 4,768 sf
Existing G.C.:	+/- 3,503 sf
Proposed G.C.:	0 sf
Total Proposed G.C.:	+/- 3,503 sf

Information for this site plan was taken from the Nantucket G.I.S. This drawing does not constitute a registered survey. All site work should be verified by a Registered Land Surveyor prior to and during construction.

SHEET INDEX

G.1.1	Cover Sheet
A.0.1	Occupant Load Plan
A.0.2	Patio Plan w/ Seating
A.0.3	Occupant Load Plan

Revisions

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G.1.1

2207

03.18.22

Permit Set



First Level Occupant Load Plan w/ Seating

1/4" = 1'-0"

OCCUPANCY LEGEND

- Accessory Storage Areas, Mechanical Equipment Room — *300 SF Gross Per Occupant*
- Assembly Without Fixed Seats — *15 SF Net Per Occupant (Unconcentrated - Tables & Chairs)*
- Assembly Bar Seating — *As Noted On Plans (Concentrated - Chairs Only)*
- Kitchens, Commercial — *200 SF Gross Per Occupant*
- Office — *100 SF Net Per Occupant*

OCCUPANT LOAD CALCULATIONS PER 780 CMR

First Floor Maximum Occupant Load (Commercial Unconcentrated)	**137 Occ.**
Second Floor Occupant Load (Commercial)	**11 Occ.**
Total Calculated Occupant Load (Building)	**148 Occ**
Internal Seats	**112**
Patio Seats	**52**
Maximum Occupied Seats @ Any Given Time (Seasonal)	**120**

EGRESS CALCULATIONS PER 780 CMR

First Floor Total Egress Capacity	354 Occ.
Second Floor Total Egress Capacity	49 Occ.

LIFE SAFETY LEGEND

- Emergency Lighting
- Lighted Exit Sign
- (S) Smoke Detector
- (H) Heat Detector
- [E] Fire Extinguisher
- FS Fire Alarm w/ Strobe
- FP Fire Alarm Pull

NOTES

- Locations of Devices Shown May Vary From Actual Conditions
- Information Shown Compiled From Client Provided Documents & Field Evaluation

PLUMBING FIXTURE COUNT PER 248 CMR TABLE 1

FIRST FLOOR LEVEL - PATRON

MEN	120
WOMEN	60
SINKS	400
TOTAL	120

SECOND FLOOR LEVEL - STAFF

STAFF	20
SINKS	200
TOTAL	20

COMMERCIAL TOTAL 140

2207

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Occupant Load Plan

Site Information

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Front Setback:	0'
Side/Rear Setback:	0' / 5'
Lot Size:	+/- 6,358 sf
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Allowable G.C.:	75% / 4,768 sf
Existing G.C.:	+/- 3,503 sf
Proposed G.C.:	0 sf
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A.0.1

2207

03.18.22



Patio Plan w/ Seating

1/4" = 1'-0"

Permit Set

OCCUPANCY LEGEND

- Accessory Storage Areas, Mechanical Equipment Room — *300 SF Gross Per Occupant*
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SINKS	200
TOTAL	20

COMMERCIAL TOTAL 140

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Patio Plan w/ Seating

Site Information

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03.18.22

Permit Set



Second Level Occupant Load Plan w/ Seating

1/4" = 1'-0"

OCCUPANCY LEGEND

- Accessory Storage Areas, Mechanical Equipment Room — *300 SF Gross Per Occupant*
- Assembly Without Fixed Seats — *15 SF Net Per Occupant (Unconcentrated - Tables & Chairs)*
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TOTAL	20

COMMERCIAL TOTAL 140

2207

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Occupant Load Plan

Site Information

Map & Parcel:	42.3.1 / 12
Current Zoning:	CDT
Minimum Frontage:	35'
Front Setback:	0'
Side/Rear Setback:	0' / 5'
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A.0.3

2207

Agenda Item Summary

Agenda Item #	IX. 6.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***The Proprietors Restaurant Group, LLC The Proprietors, 9 India Street, License #05979-RS-0762***

Executive Summary

The Proprietors Restaurant Group, LLC is applying for an Alteration of Premises for a ***Seasonal Restaurant All Alcoholic Beverages*** Liquor License for ***DBA The Proprietors*** at ***9 India Street***.

The Application requests All Alcoholic Beverages service be allowed in the outdoor patio area approved for service during COVID conditions. The current license allows for liquor service in the interior dining area on two floors.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses. Proprietors has not been cited for any violation of their Liquor License.

Requirements for Alteration of Liquor License Premises:

- ABCC Alteration of Premises Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

In 2020 and 2021, The Proprietors was allowed to expand its liquor and food service to outdoor premises in response to the COVID-19 State of Emergency Outdoor Dining allowances. This request is an application to continue outdoor service on a permanent basis. COVID approvals for outdoor dining expire on April 1, 2023.

Comments and Consideration:

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

- The appropriateness of a liquor license at a particular location
- The number of existing dispensaries in Town
- The views of the inhabitants of the locality in which a license is sought
- Traffic, noise, size (typically applies to a new location)
- The sort of operation that carries the license
- The reputation of the applicant

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; ABCC Outdoor Dining Guidelines and Patio Guidelines; The Proprietors Liquor License







The ***Commonwealth of Massachusetts***
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	00208-RS-0762
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
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☒ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

APPLICANT INFORMATION

Name of Licensee: The Proprietors Restaurant Group, LLC

DBA: The Proprietors

Street Address: 9 India Street

Zip Code: 02554

Manager: Orla Murphy-Lascola

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter:

of the Acts of (year):

§12 Restaurant	Seasonal	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

First Floor: Two entrance/exits to dining rooms, 2 bathrooms, 1 of which is handicapped accessible, dining room, 3 season covered porch, bar & kitchen. Five exterior tables on Northeast side of building.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/23/2023 Time

Advertised Yes ☒ No ☐ Date Published 03/01/23 Publication Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice 03/03/23

Date APPROVED by LLA 03/15/2023 **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

_____

_____

_____

_____

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00208 RS 0762

ENTITY/ LICENSEE NAME THE PROPRIETORS RESTAURANT GRP, LLC

ADDRESS 9 INDIA ST

CITY/TOWN NANTUCKET **STATE** MA **ZIP CODE** 2554

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
THE PROPRIETORS RESTAURANT GRP LLC	TOWN OF NANTUCKET	00208 RS 0762

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

SEE ATTACHED SHEET:

APPLICATION CONTACT

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

Name	Title	Email	Phone
ORLA MURPHY-LASCOLA	OWNER/GENERAL MANAGEI	orlamurphylascola@mac.com	

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Please see attached summary

2B. PROPOSED DESCRIPTION OF PREMISES

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

The area we are requesting seasonal seating on is an outdoor pathway that leads to the back of tghe building.

Total Sq. Footage	507	Seating Capacity	12	Occupancy Number	12
Number of Entrances	2	Number of Exits	2	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

We are attempting to add our outdoor pathway to the current license.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name: RCF LLC

Landlord Phone: 5082804657

Landlord Email: orlamurphylascola@mac.com

Landlord Address: 9 India st, Nantucket, Ma 02554

Lease Beginning Date: 1/13/2023

Lease Ending Date: 1/13/2033

Rent per Month: 16,800.00

Rent per Year: 201,600

Will the Landlord receive revenue based on percentage of alcohol sales? (•) Yes ( ) No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s): No New Costs

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, Orla Murphy-LaScola (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

of The Proprietors restaurant grp, LLC (Name of the Entity/Corporation)

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:  Date: 2/27/2023

Title: Owner & General manager

ADDITIONAL INFORMATION

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

Date:2/22/2023
The Proprietors Restaurant grp, LLC
Application to retain use of outdoor seating.
License # 00208 RS 0762

This is a supporting document to explain our application:
Please note there are no new members in the LLC receiving payment from The Proprietors, the owners and Landlord remains the same.

We are asking to be allowed continuing use of 5 outdoor tables that we have been allowed to add to our license under COVID regulations.
The tables are located on a pathway to the side of the building. The pathway is 5 foot wide and over 60 feet long*see attached plan.
The pathway provides access to the kitchen during delivery hours when the restaurant is not open to the public.
We will place 5 tables along the pathway all furniture used on the pathway is foldable and is stored when not in use.
We will have no change to storage or service of alcohol for these tables.
The space is already leased to the business and so no change to the lease is required at this time.
All managers and owners are in agreement to apply for this change.
The tables are in use from 5pm to 10pm.
No late night service is supplied at these tables they are solely for food service.
The space is fully visible from inside the building.

We are asking to be allowed to continue to provide these tables to our guests, we have found that some guests with compromised immune systems are still anxious to join us outside now that we are again allowed maximum capacity on the interior of the restaurant. We have successfully used the tables without any negative impact to our neighborhood.

ENTITY VOTE

The Board of Directors or LLC Managers of The Proprietors restaurant grp, LLC
Entity Name

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

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

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other _____

"VOTED: To authorize Orla Murphy-LaScola
Name of Person

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

A true copy attest,

_____
Corporate Officer /LLC Manager Signature

Orla Murphy-LaScola
_____
(Print Name)

For Corporations ONLY
A true copy attest,

_____
Corporation Clerk's Signature

_____
(Print Name)

LICENSE #: 00208-RS-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Proprietors Restaurant Group, LLC
DBA: THE PROPRIETORS
PREMISES: 9 India Street Nantucket, MA 02554
MANAGER: Orla Murphy-LaScola

ON PREMISES DESCRIBED AS:
First Floor: Two entrance/exits to dining rooms, 2 bathrooms, 1 of which is handicapped accessible, dining room, 3 season covered porch, bar & kitchen. Basement: Dry storage and secure liquor storage. Second Floor: 2 stairs for access, dining room, 1 bathroom & 1 light prep kitchen.
Alteration Addition: Five exterior tables on Northeast side of the building.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

DRAFT

Chair, Select Board

THIS LICENSE IS VALID xx – JANUARY 15, xx

**Unless earlier suspended, cancelled, or revoked*

Agenda Item Summary

Agenda Item #	IX. 7.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Multiple Amendments Application – ***Fish in the Spread, LLC Slip 14, 14 Old South Wharf, License #00138-RS-0762***

Executive Summary

Fish in the Spread, LLC is applying for Multiple Amendments for a ***Seasonal Restaurant All Alcoholic Beverages*** Liquor License for ***DBA Slip 14*** at ***14 Old South Wharf***.

The Application requests the following amendments:

Alteration of Premises: All Alcoholic Beverages service be allowed in the outdoor area approved for service during COVID conditions.

Change of Ownership Interest: Addition of Ownership/LLC Members to add Brennen Connor and Timothy Farley.

Change of License Manager: Change from current Manager, Jonas Baker to Proposed Manager, Timothy Farley.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses. Slip 14 has not been cited for any violation of their Liquor License.

Requirements for Multiple Amendments as listed above of Liquor License Premises:

- ABCC Alteration of Premises Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

In 2020 and 2021, Slip 14 was allowed to expand its liquor and food service to additional outdoor premises in response to the COVID-19 State of Emergency Outdoor Dining allowances. This request is an application to continue outdoor service on a permanent basis. COVID approvals for outdoor dining expire on April 1, 2023. Slip 14 is applying to add three more tables of four (4) people each table located on East Side of main Slip 14 premise.

In addition, Fish in Spread, LLC added LLC members and beneficial/ownership interest to Timothy Farley and Brennen Connor. License Manager will change from Jonas Baker to Timothy Farley.

Comments and Consideration:

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

- The appropriateness of a liquor license at a particular location
- The number of existing dispensaries in Town
- The views of the inhabitants of the locality in which a license is sought
- Traffic, noise, size (typically applies to a new location)
- The sort of operation that carries the license
- The reputation of the applicant

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A

Attachments

ABCC Multiple Amendments Application and Supporting Documents; ABCC Outdoor Dining Guidelines and Patio Guidelines; Slip 14 Licenses







The ***Commonwealth of Massachusetts***
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	00138-RS-9762
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: Fish In The Spread, LLC

DBA: Slip 14

Street Address: 14 Old South Wharf

Zip Code: 02554

Manager: Timothy Farley

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter:

of the Acts of (year):

§12 Restaurant	Seasonal	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Bistro Style Restaurant with indoor seating and patio seating under an awning. 3 Outdoor Tables on East side of premises. Additional storage and raw bar in adjoining space of 15 Old South Wharf. There are 4 entrances also acting as exits on the first floor. Second floor storage as well as prep kitchen, three restrooms.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: 02/27/2023 Time:

Advertised: Yes ☒ No ☐ Date Published: 03/01/23 Publication: Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice: 03/03/23

Date APPROVED by LLA: 03/15/2023 **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

_____

_____

_____

_____

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☒ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, **Partnership Agreement**
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*

☐ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, **Partnership Agreement**
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF CORPORATE NAME OR DBA**

$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Vote of the Entity Board
Pledge documentation
Promissory note

CHANGE OF MANAGER

☒ **$200 fee via ABCC website and Payment Receipt**
Monetary Transmittal Form
Change of Manager Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF LOCATION**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☒ **ALTERATION OF PREMISES**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **MANAGEMENT AGREEMENT**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

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.*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Fish In The Spread (DBA: Slip 14)	Nantucket, MA	00138-RS-0762

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.

Change of Ownership from Jonas Baker to Brennen Connor and Timothy Farley both of Nantucket, MA, change of Manager from Jonas Baker to Timothy Farley, alteration of Premises to add outdoor seating and change of LLC Manager from Jonas Baker to Timothy Farley.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Kevin J. Kilduff, Esq.	Legal Counsel	kkilduff@kildufflawpc.com	781-385-7810

2. AMENDMENT-Change of License Classification

☐ **Change of License Category**
All Alcohol, Wine and Malt, Wine Malt and Cordials

Last-Approved License Category: _____
Requested New License Category: _____

☐ **Change of License Class**
Seasonal or Annual

Last-Approved License Class: _____
Requested New License Class: _____

☐ **Change of License Type***
i.e. Restaurant to Club
Certain License Types CANNOT change once issued

Last-Approved License Type: _____
Requested New License Type: _____

3. AMENDMENT-Change of Business Entity Information

☐ **Change of Corporate Name**

Last-Approved Corporate Name: _____
Requested New Corporate Name: _____

☐ **Change of DBA**

Last-Approved DBA: _____
Requested New DBA: _____

☐ **Change of Corporate Structure**
LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure: _____
Requested New Corporate Structure: _____

4. AMENDMENT-Pledge Information

☐ **Pledge of License**
☐ **Pledge of Inventory**
☐ **Pledge of Stock**

To whom is the pledge being made: _____

5. AMENDMENT-Change of Manager

☒ **Change of License Manager**

A. MANAGER INFORMATION

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

Proposed Manager Name: Timothy Farley Date of Birth: SSN:

Residential Address:

Email: tim@slip14.com / timfarley33@gmail.com Phone:

Please indicate how many hours per week you intend to be on the licensed premises: 70 Last-Approved License Manager: Jonas Baker

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.

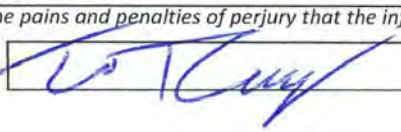
Start Date	End Date	Position	Employer	Supervisor Name
2020	Current	Mixologist / Bartender	Fish In The Spread, LLC (DBA: Slip 14)	Jonas Baker
2008	2020	Mixologist / Bar Manager	Straight Wharf Restaurant	Christopher Sleeper
2014	2016	Laborer (Seasonal - Winter)	Main Street Constuction	Dwyer Maloney

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature:  Date: FEB 25, 2023

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/Directors** ☒ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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
Timothy Farley	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Co - Manager	49.5%	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Brennen Connor	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Co - Manager	49.5%	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Jonas Baker	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Shareholder	1%	○ 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

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

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ○ Yes ◉ No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Jonas Baker	Manager / Owner	100%

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

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified 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. AMENDMENT-Change of Premises Information

☒ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

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

We are seeking to have the temporary outside dining area that was previously approved in 2021 approved for permanent dining.

PROPOSED DESCRIPTION OF PREMISES

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

Please be advised that the outside patio is more fully described by the changes of premises which was approved by the Nantucket board on or about March 16th, 2021, for temporary use during Covid-19. We are merely seeking to have the temporarily approved outside dining area spproved for permanent dining.

Total Sq. Footage	2,000	Seating Capacity	84	Occupancy Number	135
Number of Entrances	7	Number of Exits	7	Number of Floors	2

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

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

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

OCCUPANCY OF PREMISES

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

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

Landlord Name: NIR Retail, LLC

Landlord Phone: Landlord Email:

Landlord Address: 75 Park Plaza #3, Boston, MA 02116 (Mailing Address: 44 Main Street, Floor 2, P.O. Box 447, Nantucket, MA)

Lease Beginning Date: 1/1/2021 Rent per Month:

Lease Ending Date: 12/31/2025 Rent per Year:

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8. ○ Yes ○ No

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

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

8A. 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?
If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ○ No

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, 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

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, 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

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, 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

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

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

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

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
N/A	Seller Financed by Promissory Note
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		Seller Financed by Promissory Note	○ 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.

Neither of the purchasers were required to pay any portion of the purchase price at the closing. The Purchase was seller financed. Please see the promissory notes for both Brennen Connor and Timothy Farley, each in the amount of $232,500.00 for 36 month (3 years). It is anticipated that the purchase price for the license will be funded from the salaries of the two owners as well as the profits generated from the restaurant.

APPLICANT'S STATEMENT

I, Timothy Farley (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

of Fish In The Spread, LLC (DBA: Slip 14) (Name of the Entity/Corporation)

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: FEB. 25, 2023

Title: Co-Manager

APPLICANT'S STATEMENT

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

of Fish In The Spread, LLC (DBA: Slip 14)
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;

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(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: 2/25/23

Title: Co-Manager

ADDITIONAL INFORMATION

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

Neither of the purchasers were required to pay any portion of the purchase price at the closing. The Purchase was seller financed. Please see the promissory notes for both Brennen Connor and Timothy Farley, each in the amount of $232,500.00 for 36 month (3 years). It is anticipated that the purchase price for the license will be funded from the salaries of the two owners as well as the profits generated from the restaurant.

ENTITY VOTE

The Board of Directors or LLC Managers of Fish In The Spread, LLC (DBA: Slip 14)
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/25/2023
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	☐ Change of DBA

"VOTED: To authorize Timothy Farley
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 Timothy Farley
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

Brennen Connor
(Print Name)

For Corporations ONLY
A true copy attest,

Corporate Clerk's Signature

(Print Name)

DocuSign Envelope ID: 944FA9D5-D742-42BE-89A3-4BD20CD036E7

FISH IN THE SPREAD, LLC

Unanimous Written Consent of Members and Manager

January 1, 2021

The undersigned, being all of the members of Fish In The Spread, LLC, a limited liability company organized in The Commonwealth of Massachusetts (the "Company"), and acting in accordance with the applicable provisions of The Commonwealth of Massachusetts Limited Liability Company Act, hereby takes the following actions by unanimous written consent:

RESOLVED: That JONAS BAKER is hereby appointed as manager of the Company as of the date of this document.

RESOLVED: That the First Amended and Restated Operating Agreement, a copy of which is attached hereto a s Exhibit A, is hereby adopted.

RESOLVED: That the manager is authorized, acting in the name and on behalf of the Company, to execute and deliver or file all such other agreements, instruments, certificates, and other documents, and to take all such other actions, as he may deem necessary or desirable to carry out the intent of each of the foregoing resolutions and to consummate the transactions thereby contemplated.

(The remainder of this page is intentionally left blank.)

DocuSign Envelope ID: 944FA9D5-D742-42BE-89A3-4BD20CD036E7

EXECUTED by the Sole Manager and Members as of the date first set forth above.

Manager

DocuSigned by:
Jonas Baker
085CE217255B4CF...

By: Jonas Baker

Voting Member

DocuSigned by:
Jonas Baker
085CE217255B4CF...

Jonas Baker, Individually

Non-Voting Members

DocuSigned by:
Brennen Connor
411CF4EB59C847F...

Timothy Farley, Individually

DocuSigned by:
Brennen Connor
411CF4EB59C847F...

Brennen Connor, Individually

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

February 10, 2023

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

FISH IN THE SPREAD, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 19, 2006.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **TIMOTHY FARLEY, BRENNEN CONNOR**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TIMOTHY FARLEY, BRENNEN CONNOR, JONAS M. BAKER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TIMOTHY FARLEY, BRENNEN CONNOR, JONAS M. BAKER**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1080696256
Notice Date: June 27, 2022
Case ID: 0-001-589-679

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

FISHIN THE SPREAD LLC
12 CAMBRIDGE ST
NANTUCKET MA 02554-3585

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FISHIN THE SPREAD LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey
GOVERNOR

Kim Driscoll
LT. GOVERNOR

415906507

Lauren E. Jones
SECRETARY

Katie Dishnica
ACTING DIRECTOR

FISH IN THE SPREAD LLC
9 Pine Grove Ln
Nantucket, MA 02554-4141

EAN: 60017200
February 24, 2023

Certificate Id:67672

The Department of Unemployment Assistance certifies that as of 2/24/2023 ,FISH IN THE SPREAD LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Acting Director

Department of Unemployment Assistance

100 CAMBRIDGE ST, 4TH FLOOR, SUITE 400 • BOSTON, MA 02114
www.mass.gov/uima

FILED

JAN 19 2006

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Fish in the Spread, LLC

Certificate of Organization

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certifies as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is Fish in the Spread, LLC.

2. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 9 Pine Grove Lane, Nantucket, Massachusetts 02554.

3. Agent for Service of Process. The name and address of the agent for service of process for the LLC is Jonas M. Baker, 9 Pine Grove Lane, Nantucket, Massachusetts 02554.

4. Date of Dissolution. The LLC is to have no specific date of dissolution.

5. Managers. At the time of formation of the LLC, the manager is Jonas M. Baker, 9 Pine Grove Lane, Nantucket, Massachusetts 02554.

6. Execution of Documents. Jonas M. Baker is authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

7. Business of the LLC. The general character of the business of the LLC is to engage in the business of investing in, acquiring, owning and operating various businesses and such activities reasonably related thereto. In addition, the LLC may carry on any business permitted by the laws of the Commonwealth of Massachusetts to a limited liability company organized under Chapter 156C of the General Laws, whether or not expressly enumerated herein.

8. Persons Authorized to Execute, Acknowledge, Deliver and Record Real Estate Instruments. Jonas M. Baker is authorized to execute, acknowledge, deliver and record real estate instruments of any type whatsoever.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 18th day of January, 2006.

Jonas M. Baker

Check/Voucher # 1094

The Commonwealth of Massachusetts
Limited Liability Company
(General Laws, Chapter 156C)

Filed this 18 day January ,2006

C03396

William Francis Galvin
Secretary of the Commonwealth

Name Jonas Baker

Phone 508 394 2118

DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

NOTICE OF LEASE

Date: February 21, 2023

Notice is hereby given of the following described Indenture of Lease (the "Lease"):

PARTIES TO LEASE:

Landlord:	NIR RETAIL LLC, a Delaware limited liability company Mailing Address: c/o New England Development 75 Park Plaza, Boston, Massachusetts 02116
Tenant:	FISH IN THE SPREAD, LLC, a Massachusetts limited liability company Mailing Address 9 Pine Grove Road, Nantucket MA 02554
DATE OF LEASE:	February 24, 2016
COMMENCEMENT DATE:	February 1, 2016
DATE OF LEASE EXTENSION:	June 23, 2020
COMMENCEMENT DATE OF LEASE EXTENSION:	January 1, 2021
EXPIRATION DATE OF LEASE EXTENSION:	December 31, 2025

DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

PREMISES

The premised demised by the Lease (the "Premises") consists of approximately 2,000 square feet (including 750 square feet on the second floor) in the buildings commonly known as 14 and 15 Old South Wharf, located in the Town of Nantucket, Commonwealth of Massachusetts as shown on the attached Exhibit A.

TERM

The lease stipulates an original term continuing until the Expiration Date, unless said term shall be earlier terminated, or extended, as provided in the Lease. The term of the Lease commenced, and the rent thereunder commenced to accrue, on the Commencement Date.

RECORDING

Upon the expiration or earlier termination of the term of the Lease, and upon Landlord's request, Tenant agrees promptly to execute and deliver to Landlord (on a suitable form furnished by Landlord) a recordable instrument memorializing such expiration or termination and the release of this Notice of Lease.

LEASE INCOPORATED

The rental for the Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is executed pursuant to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein and nothing herein is intended to vary the terms and conditions set forth in the Lease. A full and complete copy of the Lease is on file at the offices of Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, Massachusetts 02110-3333.

DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

WITNESS the execution hereof, under seal, as of the date above written, in any number of counterpart copies, each of which counterparty copies shall be deemed an original for all purposes.

LANDLORD
NIR RETAIL LLC, a Delaware limited liability company

By: NED Manager LLC, its Manager

DocuSigned by:
By: _____
7A26ABECC6BE4A1...
Name: Stephen R. Karp
Title: Manager

DocuSigned by:
By: _____
5F6B224227474BE...
Name: Douglass E. Karp
Title: Manager

TENANT
FISH IN THE SPREAD, LLC, a Massachusetts limited liability company

By: _____
Name: Timothy Farley
Title: Co-Manager
Hereunto duly authorized

DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk) February 27, ~~2022~~ 2023

Then personally appeared the above named Stephen R. Karp, Manager of NED Manager LLC, Manager of NIR RETAIL LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of NIR RETAIL LLC, before me.

DELILAH A. SANDERS
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 3, 2028

Notary Public

My Commission Expires: February 3, 2028

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk) February 27, ~~2022~~ 2023

Then personally appeared the above named Douglass E. Karp, Manager of NED Manager LLC, Manager of NIR RETAIL LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of NIR RETAIL LLC, before me.

DELILAH A. SANDERS
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 3, 2028

Notary Public

My Commission Expires: February 3, 2028

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Nantucket) March 1, 2023

Then personally appeared the above named Timothy Farley, Co-Manager of FISH IN THE SPREAD, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of FISH IN THE SPREAD, LLC, before me.

Sandra Jean Daub

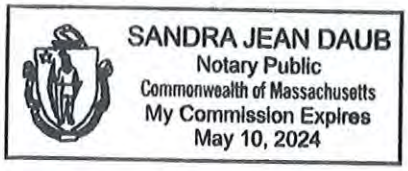
SANDRA JEAN DAUB
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 10, 2024

DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

Sandra J. Daub

Notary Public

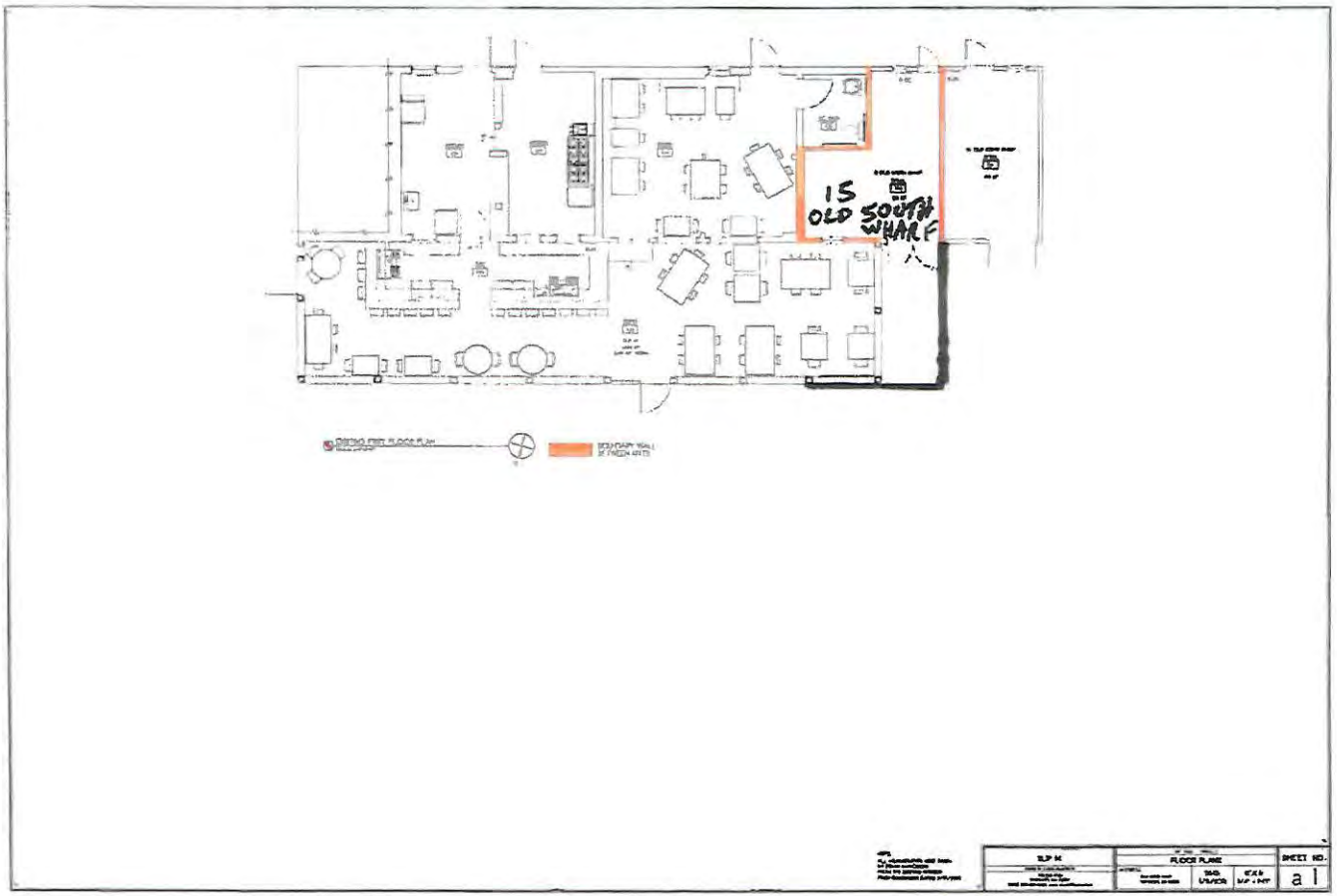
My Commission Expires:

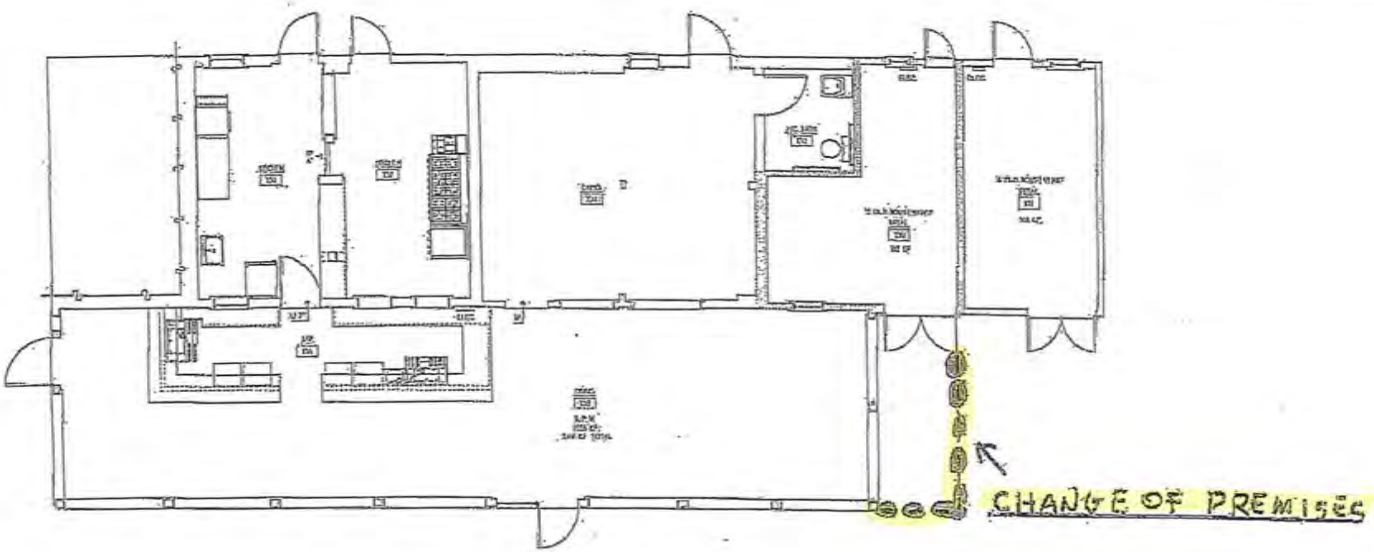


DocuSign Envelope ID: EA4D58D1-A380-4A87-B3B3-B43A7F59E309

EXHIBIT A

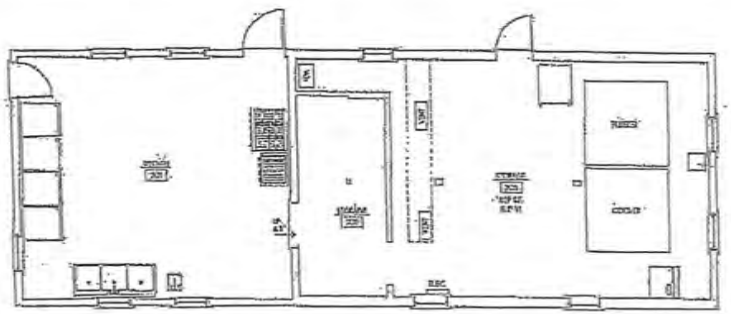
Exhibit A





EXISTING FIRST FLOOR PLAN

BOUNDARY WALL BETWEEN UNITS



EXISTING SECOND FLOOR PLAN

was Approved for covid Reasons looking for Perminant Approval

SUP-16	FLOOR PLANS	DATE 5/18/2015	SHEET NO. a 1

LICENSE #: 00138-RS-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Fish In The Spread, LLC
DBA: SLIP 14
PREMISES: 14 Old South Wharf
Nantucket, MA 02554
MANAGER: ~~Jonas M. Baker~~
Timothy Farley

ON PREMISES DESCRIBED AS:
Bistro Style Restaurant with indoor seating and patio seating under an awning. Additional storage and raw bar in adjoining space of 15 Old South Wharf. There are 4 entrances also acting as exits on the first floor. Second floor storage as well as prep kitchen, three restrooms.
Alteration Application: 3 Tables in outdoor space on East side of premises.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

DRAFT

Chair, Select Board

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

NO CHANGES PROPOSED FOR ENTERTAINMENT

BUSINESS: Fish In The Spread, LLC
DBA: SLIP 14
PREMISES: 14 Old South Wharf
Nantucket, MA 02554
MANAGER: Jonas M. Baker

LICENSED PREMISES DESCRIBED AS:
Bistro Style Restaurant with indoor seating and patio seating under an awning. There are 3 entrances also acting as exits on the first floor. Second floor storage as well as prep kitchen, three restrooms.

Approved Entertainment:

- RADIO; CD; IPOD
- TELEVISION
- NON-AMPLIFIED INSTRUMENTAL MUSIC

Conditions of License:

- HOURS/LIVE MUSIC: 3:00 pm-7:00 pm; 7 Days
- All Live Entertainment must end by 7:00 pm.
- **LOCATION**: Live Entertainment on East Corner of Outdoor Patio.

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

THIS LICENSE EXPIRES xx

**Unless earlier suspended, cancelled, or revoked*

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

Agenda Item Summary

Agenda Item #	IX. 9.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Nantucket Island Management, LLC DBA White Elephant Hotel Residences, 19 South Beach Street, License #00207-HT-0762***

Executive Summary

Nantucket Island Management, LLC is applying for an Alteration of Premises for a ***Seasonal Hotel All Alcoholic Beverages*** Liquor License for ***DBA White Elephant Hotel Residences*** at ***19 South Beach Street***.

The Application requests removal of a portion of the licensed premises from the White Elephant Hotel Residences Liquor License. If approved, the effective date of the Alteration is June 20, 2023.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses. White Elephant Hotel Residences has not been cited for any violation of their Liquor License.

Requirements for Alteration of Liquor License Premises:

- ABCC Alteration of Premises Application
- Floor Plan for Licensed and Proposed Premises
- Supporting Financial Records
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

The portion to be removed from the licensed premises consists of the ballroom, kitchen, dry storage and bathrooms, located on the first floor of Building 11 (see attached plan). If approved, the amendment would be effective as of June 20, 2023. A related application has been filed for this location and will be heard at a separate Public Hearing 3-15-23.

The request to remove the ballroom and storage areas from the license precedes a request for a New Common Victualler Liquor License for the location for a Restaurant operation under the Business Name: Berkeley Place Restaurant Limited Partnership dba Grille 23. The Hotel Residences

will continue to offer Food and Alcohol Beverages service for the Hotel as defined by the attached license.

This proposal was reviewed by the ABCC to ensure the applicant and the Town of Nantucket followed the proper procedure and that what was being proposed was in compliance with Liquor Regulations. The review was on the proposal only and is not an indication of the final decision of the ABCC pending approval of Town of Nantucket.

As for similar operations of Nantucket, we have a Hotel/Inn (Jared Coffin House) that has a separate license from the on-premise restaurant (Nantucket Tap Room). Both are operated separately even though they share a location. The difference is the likely short term nature of the restaurant – a matter to be discussed in that particular hearing.

Comments and Consideration:

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

- The appropriateness of a liquor license at a particular location.
- The number of existing dispensaries in Town.
- The views of the inhabitants of the locality in which a license is sought.
- Traffic, noise, size (typically applies to a new location).
- The sort of operation that carries the license.
- The reputation of the applicant.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; White Elephant Hotel Residences Licenses







The ***Commonwealth of Massachusetts***
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	00207-HT-0762
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
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☒ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

APPLICANT INFORMATION

Name of Licensee: Nantucket Island Management, LLC

DBA: White Elephant Hotel Residences

Street Address: 19 South Beach Street

Zip Code: 02554

Manager: Bettina Landt

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter:

of the Acts of (year):

§12 Hotel	Seasonal	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Pool area, cabanas, prep kitchen; Bldg 1/Mad Hatter: 2 stories, 6 guests suites; Bldg 2/Brant Point; 2 stories, 6 guests suites; Bldg 2/Brant Point; 2 stories, 6 guest suites; Bldg 6/Cliffside: 2 stories, 4 guest suites; Bldg 7/Madaket: 2 stories, 4 guest suites; Bldg 8/Manchester: 2 stories, 2 guest suites and loft; ; Bldg 9/Springfield: 3 stories, 3 guest suites; Bldg. 11/Main: 3 stories, 20 guest suites, lobby, storage space

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: 02/27/2023 Time:

Advertised: Yes ☒ No ☐ Date Published: 03/01/23 Publication: Inquirer and Mirror

Abutters Notified: Yes ☐ No ☐ Date of Notice: 03/03/23

Date APPROVED by LLA: 03/15/2023 **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

_____

_____

_____

_____

BEAUDETTE AND SWAIN
PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
35 OLD SOUTH ROAD, SUITE D
P.O. BOX 2049
NANTUCKET, MASSACHUSETTS 02584

RICHARD P. BEAUDETTE
BRYAN J. SWAIN

PHONE: (508) 228-4455
FAX: (508) 228-3070
WWW.NANTUCKETLAWFIRM.COM

OF COUNSEL
KEVIN F. DALE
WILLIAM F. HUNTER

Monday, February 27, 2023

EMAIL AND HAND DELIVERY

Amy Baxter, Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 02554

Re: Nantucket Island Management, LLC
D/B/A: White Elephant Hotel Residences
License No. 00207-HT-0762
Alteration of Licensed Premises Application
19 South Beach Street, Nantucket, MA 02554

Dear Amy:

My office represents Nantucket Island Management, LLC, D/B/A: White Elephant Hotel Residences, in the above-referenced matter. My client is seeking approval to amend its' liquor license to remove a portion of Building 11 from the licensed premises, with such amendment being effective as of June 1, 2023. The portion to be removed from the licensed premises consists more or less of the ballroom, kitchen, dry storage and bathrooms, located on the first floor of Building 11, with such area being shown as the area highlighted in yellow on the plan attached hereto.

All other portions of Building 11, and the remainder of the existing licensed premises, will remain unaltered and continue to be used for alcoholic beverage service. The purpose of removing this area as part of the licensed premises, effective as of June 1, 2023, is to allow a third-party

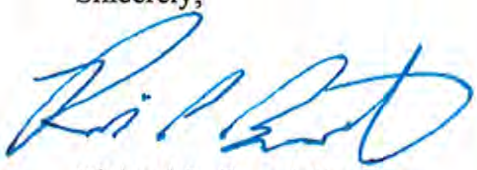
restaurant to operate its own separate, licensed restaurant establishment, in this space and have exclusive control thereof, starting June 1, 2023.

As part of the application to Alter the Licensed Premises, enclosed, please find the following:

1. Completed Alteration of Premises Application;
2. ABCC's Payment Receipt;
3. Corporate Vote of the Applicant;
4. The Applicant's Deed, evidencing it's right to occupy the Premises;
5. Engineered plans associated with this Application;
6. A check in the sum of $ $184.71, made payable to Inquirer and Mirror, for the legal notification fee;
7. A check payable to "Town of Nantucket", for the local filing fee, and
8. A certified list of abutters from the Nantucket Tax Assessor's Office.

Please let me know if you have any questions. I am available by phone at 508-228-4455 or by email at: rick@nantucketlawfirm.com.

Sincerely,



Richard P. Beaudette, Esq.

Enc.
cc: Nantucket Island Management, LLC

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

AMENDMENT-Change or Alteration of Premises Information

☐ Change of Location

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

☒ Alteration of Premises

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Nantucket Island Management, LLC	Nantucket	00207-HT-0762

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

The Applicant seeks to remove only a portion of Building 11 from part of the licensed premises. The portion to be removed from the licensed premises is shown highlighted in yellow on the plan attached hereto. All other portion of Building 11, and the remainder of the existing licensed premises, will remain unaltered and continue to be used for alcoholic beverage service. This proposed alteration is to be effective as of June 1, 2023.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Richard P. Beaudette	Attorney	rick@nantucketlawfirm.com	508-228-4455

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

The Applicant seeks to remove only a portion of Building 11 from part of the licensed premises. The portion to be removed from the licensed premises is shown highlighted in yellow on the plan attached hereto. All other portion of Building 11, and the remainder of the existing licensed premises, will remain unaltered and continue to be used for alcoholic beverage service. This proposed alteration is to be effective as of June 1, 2023.

2B. PROPOSED DESCRIPTION OF PREMISES

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

See Additional Space

Total Sq. Footage	70, 038	Seating Capacity	N/A	Occupancy Number	174
Number of Entrances	26	Number of Exits	26	Number of Floors	3

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address: N/A

Proposed Street Address: N/A

3B. DESCRIPTION OF PREMISES

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

N/A

Total Sq. Footage: | Seating Capacity: | Occupancy Number:

Number of Entrances: | Number of Exits: | Number of Floors:

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name: N/A

Landlord Phone: N/A

Landlord Email: N/A

Landlord Address: N/A

Lease Beginning Date: N/A

Rent per Month: N/A

Lease Ending Date: N/A

Rent per Year: N/A

Will the Landlord receive revenue based on percentage of alcohol sales? (•) Yes ( ) No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):	$2,500.00

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, STEPHEN R. KARP the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of NANTUCKET ISLAND MANAGEMENT LLC
Name of the Entity/Corporation

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

NANTUCKET ISLAND MANAGEMENT LLC

Signature: _____ Date: _____

By: NED MANAGER LLC, Manager of Nantucket Island Management, LLC

Title: By: Stephen R. Karp, Manager of NED Manager, LLC

ADDITIONAL INFORMATION

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

2B. PROPOSED DESCRIPTION OF PREMISES:

Pool area including pool cabanas and prep kitchen; Building #1 (Mad Hatter): two stories, including six guests suites; Building #2 (Brant Point); two stories, including six guest suites; Building #6 (Cliffside): two stories, including four guest suites; Building #7 (Madaket): two stories including four guest suites; Building #8 (Manchester): two stories including two guest suites and a loft area; Building #9 (Springfield): three stories, including three guest suites; Building #11 (Main Building): three stories, including twenty guest suites, lobby and storage space, but excluding the function room, kitchen, dry storage and bathrooms, located on the first floor.

ENTITY VOTE

The Board of Directors or LLC Managers of NANTUCKET ISLAND MANAGEMENT LLC
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/16/2023
Date of Meeting

For the following transactions (Check all that apply):

- [x] Alteration of Licensed Premises
- [ ] Change of Location
- [ ] Other

"VOTED: To authorize Stephen R. Karp
Name of Person

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

A true copy attest,
NANTUCKET ISLAND MANAGEMENT LLC,

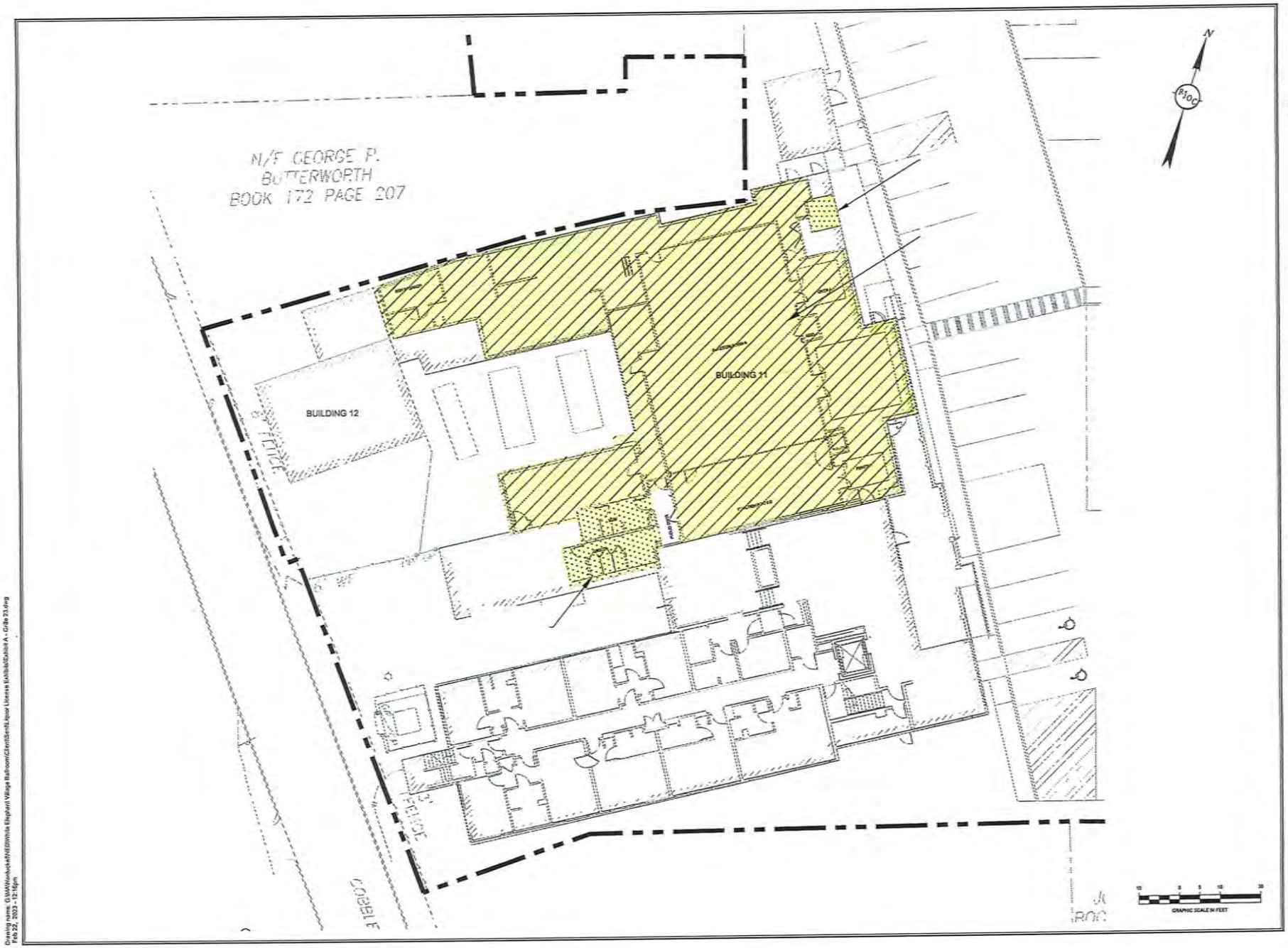
Corporate Officer /LLC Manager Signature
By: NED MANAGER LLC, Manager of Nantucket Island Management, LLC
By: Stephen R. Karp, Manager of NED Manager, LLC

Stephen R. Karp
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)



RJOC

NO.	REVISION	DATE
NO.	REVISION	DATE

PREPARED BY:
RJO'CONNELL & ASSOCIATES, INC.
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS
80 SCHUYLER AVENUE, SUITE 201 STONEHAM, MA 02180
PHONE: 781.279.0160 RJOCONNELL.COM

PREPARED FOR:
NANTUCKET ISLAND RESORTS
10 AMELIA DRIVE
NANTUCKET, MA
508-325-1000

PROJECT NAME:
WHITE ELEPHANT VILLAGE
NANTUCKET, MA

SEAL:

PROGRESS PRINT
Feb 22, 2023

DESIGNED BY:	AAA
DRAWN BY:	AAA
REVIEWED BY:	AAA
SCALE:	1" = 10'
DATE:	02/08/2023

DRAWING NAME:
GRILLE 23 LIQUOR LICENSE EXHIBIT

DRAWING NUMBER:
EXH-A

PROJECT NUMBER: 21XXX

Copyright © 2021 by R.J. O'Connell & Associates, Inc.

Drawing name: G:\NANTUCKET\EXHIBITS\White Elephant Village Ballroom\Client\Sent\Liquor License Exhibit\Exhibit A - Grille 23.dwg
Feb 22, 2023 - 12:16pm

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, March 15, 2023 at 5:30 PM to consider an Alteration of Premises Liquor License Application for Nantucket Island Management, LLC, d/b/a White Elephant Hotel Residences, located at 19 South Beach Street, Nantucket, MA 02554, Bettina Landt, Manager. The alteration application requests the removal of a portion of Building 11 including the Ballroom from its licensed premises, effective date of June 20, 2023. 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:

Amendment to premises removes a portion of Building 11 from the licensed premises. The portion to be removed from the licensed premises consists more or less of the ballroom, kitchen, dry storage and bathrooms, located on the first floor of Building 11. All other portions of Building 11, and the remainder of the existing licensed premises, will remain unaltered and continue to be used for alcoholic beverage service.

Additional Application Information:

The purpose of removing this area as part of the licensed premises is to allow a third-party restaurant to operate its own separate, licensed restaurant establishment, in this space and have exclusive control thereof.

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

TOWN OF NANTUCKET

LIQUOR LICENSE

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

PROPERTY OWNER..... NANTUCKET ISLAND RESORTS LLC
C/O Beaudette and Swain, LLC

MAILING ADDRESS..... 35 Old South Road, STE D, Nantucket, MA 02554

PROPERTY LOCATION..... 19 NORTH WATER STREET

ASSESSORS MAP/PARCEL..... 42.4.2 / 3

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.

Mary Haley,
Senior Clerk,
Assessor's Office

Digitally signed by Mary Haley, Senior Clerk, Assessor's Office
Date: 2023.02.15 15:00:22 -05'00'

February 15, 2023
DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4241	32		NANTUCKET ISLAND RESORTS LLC	C/O NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	72 EASTON ST
4241	33		TAYLOR KIMBERLY K ETAL		76 EASTON ST	NANTUCKET	MA	02554	76 EASTON ST
4241	34		MOONTIDE LLC ETAL		2 COMMONWEALTH AVE UNIT 8G	BOSTON	MA	02116	78 EASTON ST
4242	1		NANTUCKET ISLAND RESORTS LLC	C/O N E DEVELOPMENT-ACCOUNT DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	29 N WATER ST
4242	2	1	WINN GARY TRST ETAL		25 N WATER ST	NANTUCKET	MA	02554	25 N WATER ST
4242	4		GOOD STEPHEN & SANDRA JONES		64 GREEN HARBOR RD	EAST FALMOUTH	MA	02536	84 EASTON ST
4242	5		BIG CHICKEN LITTLE LLC		PO BOX 1407	NANTUCKET	MA	02554	82 EASTON ST
4242	6		MARTIN DOLORES PAINO		2 COMMONWEATH AV	BOSTON	MA	02116	80 EASTON ST
4242	49		ROSS CYRIL C JR & JUDITH L		PO BOX 1033	NANTUCKET	MA	02554	17 N WATER ST
4242	51		8 SEA ST 02554 LLC	C/O JOHNSON KELLY ROSS	1478 LIPTON CIRCLE	SUFFOLK	VA	23434	8 SEA ST
4242	100		BUTTERWORTH GEORGE P & KATHLEEN		23 N WATER ST	NANTUCKET	MA	02554	23 N WATER ST
4243	73		FP 66 CENTER LLC		100 SOUTH COMMONS STE 102	PITTSBURGH	PA	15212	66 CENTER ST
4243	80		MIDDLE C LLC	C/O PHILBRICK MELISSA	PO BOX 868	NANTUCKET	MA	02554	56 CENTER ST

Count: 13

NANTUCKET ISLAND RESORTS LLC
C/O NEW ENGLAND DEVELOP-ACCTING DEPT
75 PARK PLAZA #3
BOSTON, MA 02116

NANTUCKET ISLAND RESORTS LLC
C/O N E DEVELOPMENT-ACCOUNT DEPT
75 PARK PLAZA #3
BOSTON, MA 02116

BIG CHICKEN LITTLE LLC
PO BOX 1407
NANTUCKET, MA 02554

8 SEA ST 02554 LLC
C/O JOHNSON KELLY ROSS
1478 LIPTON CIRCLE
SUFFOLK, VA 23434

MIDDLE C LLC
C/O PHILBRICK MELISSA
PO BOX 868
NANTUCKET, MA 02554

TAYLOR KIMBERLY K ETAL
76 EASTON ST
NANTUCKET, MA 02554

WINN GARY TRST ETAL
25 N WATER ST
NANTUCKET, MA 02554

MARTIN DOLORES PAINO
2 COMMONWEATH AV
BOSTON, MA 02116

BUTTERWORTH GEORGE P & KATHLEEN
23 N WATER ST
NANTUCKET, MA 02554

MOONTIDE LLC ETAL
2 COMMONWEALTH AVE UNIT 8G
BOSTON, MA 02116

GOOD STEPHEN & SANDRA JONES
64 GREEN HARBOR RD
EAST FALMOUTH, MA 02536

ROSS CYRIL C JR & JUDITH L
PO BOX 1033
NANTUCKET, MA 02554

FP 66 CENTER LLC
100 SOUTH COMMONS STE 102
PITTSBURGH, PA 15212

153323

2016 00153323
Cert: 22853 Doc: NOTICE
Registered: 11/03/2016 03:13 PM

2016 00003392
Bk: 1563 Pg: 145 Page: 1 of 5
Doc: NOTIC 11/03/2016 03:14 PM

REGISTER

(SEAL)

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

Pursuant to G. L. c. 185, § 52, as amended through Chapter 287 of the Acts of 2014, the voluntary withdrawal from the registration system of the land herein described is approved, subject to all registered rights outstanding as of the date hereof.

Justice Gordon H. Piper, Justice
Land Court

Dated: October 28, 2016

NOTICE OF VOLUNTARY WITHDRAWAL OF LAND FROM THE REGISTRATION SYSTEM

Case No. ~~36477~~ 16 SBQ 36477-10-001

The undersigned, being all of the owners of the fee simple estate in all of a parcel of land that have been registered under G.L. c. 185, hereby withdraw the land from the provisions of Section 52 of that chapter,

The land withdrawn is described in Certificate of Title No. 22853, issued from the Nantucket County Registry District of the Land Court, shown as Lots 1 and 2 on Land Court Plan Nos. 36477-A as follows:

The street address (if any) of the land is: 19 South Beach Street (Lot 2) and 29 N. Water Street (Lot 1)

The description of the land in the form contained in the certificate of title is attached hereto as Exhibit A.

Signed this 4TH day of OCTOBER, 2016.

Signature(s) of Owner(s): (please sign name, then print it below)

WHITE ELEPHANT HOTEL RESIDENCES LLC

BY: NED MANAGER LLC, its Manager

By: Douglass E Karp

Name: DOUGLASS E KARP

Title: MANAGER

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

On this 28 day of September, 2016, before me appeared Douglass Karp, to me personally known who or who provided evidence of identification which was a known to me, being by me duly sworn, did say that he is the Manager of NED Manager LLC, the sole member of White Elephant Hotel Residences LLC and that by authority duly given, said instrument was signed and sealed on behalf of said Plaintiff and said instrument to be the voluntarily act and deed of the Plaintiff.

LISA WRIGHT NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES NOVEMBER 26, 2021

Lisa Wright
Notary Public
My Commission Expires: November 26, 2021

8786653.1

EXHIBIT A

PARCEL 1:

SOUTHWESTERLY	by the northeasterly line of North Water Street, eighty-eight and 72/100 (88.72) feet;
SOUTHEASTERLY	by the end of a part of said North Water Street, three (3.00) feet;
SOUTHWESTERLY	by the northeasterly line of said North Water Street, Sixty-one and 71/100 (61.71) feet;
NORTHWESTERLY	by land now or formerly of Charles L. Stillman, one hundred thirty-seven and 60/100 (137.60) feet;
WESTERLY	by land now or formerly of said Charles L. Stillman, and of Grenville F. Curtis, et al, sixty-five and 02/100 (65.02) feet;
SOUTHERLY	twenty-nine and 24/100 (29.24) feet; and
WESTERLY	one hundred twenty-nine and 13/100 (129.13) feet, by land now or formerly of said Grenville F. Curtis, et al;
NORTHERLY	by the southerly line of Easton Street, one hundred and 02/100 (100.02) feet;
EASTERLY	by land now or formerly of Olga Hansen, one hundred thirty-one and 05/100 (131.05) feet;
NORTHERLY	by lands of sundry adjoining owners, three hundred sixty-four and 92/100 (364.92) feet;
EASTERLY	by the westerly line of South Beach Street, three hundred twenty-eight and 03/100 (328.03) feet;
SOUTHERLY	by the northerly line of Sea Street, two hundred fifteen and 82/100 (215.82) feet; and
WESTERLY	ninety-nine and 01/100 (99.01) feet; and
SOUTHERLY	two hundred eight and 95/100 (208.95) feet, by land now or formerly of Cyril C. Ross et al.

All of said boundaries are determined by the Court to be located as shown upon plan number 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970, and filed with Certificate of Title No. 6205 at the Registry of District of Nantucket County. Said Land is shown thereon as Lot 2.

PARCEL 2:

SOUTHWESTERLY	by the northwesterly line of North Water Street, ninety-five and 45/100 (95.45) feet;
WESTERLY	by the easterly line of the junction of said North Water Street and Easton Street, forty-seven and 17/100 (47.17) feet;
NORTHERLY	by the southerly line of said Easton Street, one hundred twenty-nine and 52/100 (129.52) feet;
EASTERLY	ninety-six and 47/100 (96.47) feet; and
SOUTHEASTERLY	one hundred twenty-nine and 21/100 (129.21) feet by land now or formerly of Grenville F. Curtis, et al.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970 and filed with Certificate of Title No. 6205 at the Registry District of Nantucket County. Said land is shown thereon as Lot 1.

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

DOC No: 00153323

NANTUCKET COUNTY LAND COURT

REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Nov 03,2016 at 03:13P

Document Fee: 75.00 Rec Total:$75.00

CERTIFICATE No: 22853

153323

CANCELLED

~~See Certificate No.~~ withdrawn from see
Registration Book 1563 Page 145

Transfer Certificate of Title

Cert No:22853
Doc No:122720

From Transfer
Certificate No. 18414 Originally Registered June 11, 1998 the Registry District of Nantucket County

This is to Certify that

See merger Cert Doc 122852

HHV LLC, a Delaware limited liability company

c/o NED Management Co., Inc., One Wells Avenue, Newton in the County of Middlesex and the Commonwealth of Massachusetts, 02459 is the owner, in fee simple, of that land situated in Nantucket, in the County of Nantucket and said Commonwealth, bounded and described as follows:

Parcel 1:

SOUTHWESTERLY	by the northeasterly line of North Water Street, eighty-eight and 72/100 (88.72) feet;
SOUTHEASTERLY	by the end of a part of said North Water Street, three (3.00) feet;
SOUTHWESTERLY	by the northeasterly line of said North Water Street, sixty-one and 71/100 (61.71) feet;
NORTHWESTERLY	by land now or formerly of Charles L. Stillman, one hundred thirty-seven and 60/100 (137.60) feet;
WESTERLY	by land now or formerly of said Charles L. Stillman, and of Grenville F. Curtis etal; sixty-five and 02/100 (65.02) feet;
SOUTHERLY	twenty-nine and 24/100 (29.24) feet, and
WESTERLY	one hundred twenty-nine and 13/100 (129.13) feet, by land now or formerly of said Grenville F. Curtis etal;
NORTHERLY	by the southerly line of Easton Street, one hundred and 02/100 (100.02) feet;
EASTERLY	by land now or formerly of Olga Hansen, one hundred thirty-one and 05/100 (131.05) feet;
NORTHERLY	by lands of sundry adjoining owners, three hundred sixty-four and 92/100 (364.92) feet;
EASTERLY	by the westerly line of South Beach Street, three hundred twenty-eight and 03/100 (328.03) feet;
SOUTHERLY	by the northerly line of Sea Street, two hundred fifteen and 82/100 (215.82) feet; and
WESTERLY	ninety-nine and 01/100 (99.01) feet, and
SOUTHERLY	two hundred eight and 95/100 (208.95) feet, by land now or formerly of Cyril C. Ross etal.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970, and filed with Certificate of Title No. 6205 at the Registry District of Nantucket County. Said land is shown thereon as Lot 2.

Parcel 2:

SOUTHWESTERLY	by the northeasterly line of North Water Street, ninety-five and 45/100 (95.45) feet;
WESTERLY	by the easterly line of the junction of said North Water Street and Easton Street, forty-seven and 17/100 (47.17) feet;
NORTHERLY	by the southerly line of said Easton Street, one hundred twenty-nine and 52/100 (129.52) feet;
EASTERLY	ninety-six and 47/100 (96.47) feet, and
SOUTHEASTERLY	one hundred twenty-nine and 21/100 (129.21) feet, by land now or formerly of Grenville F. Curtis etal.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970, and filed with Certificate of Title No. 6205 at the Registry District of Nantucket County. Said land is shown thereon as Lot 1.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

HHV LLC

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in section forty-six of said chapter, which may be subsisting, and subject also as aforesaid.

Witness **KARYN F. SCHEIER**, Esquire, Chief Justice of the Land Court, at Nantucket in said County of Nantucket the twenty-sixth day of December in the year two thousand and seven at Two o'clock and twenty-seven minutes in the afternoon.

Jennifer H. Ferreira

Attest, with the Seal of said Court, ----------

Jennifer H. Ferreira, Assistant Recorder

Purported Property Address: 19 North Water Street & 29 North Water Street

Land Court Case No. 36477

CERTIFICATE OF TITLE NO. **22853**

123052

2008 00123052

Cert: 22853 Doc: MERG
Registered: 02/05/2008 03:20 PM

PAGE 1

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"HHV LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "WHITE ELEPHANT HOTEL RESIDENCES LLC" UNDER THE NAME OF "WHITE ELEPHANT HOTEL RESIDENCES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE EIGHTEENTH DAY OF JANUARY, A.D. 2008, AT 4:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

NANTUCKET LAND BANK
CERTIFICATE
☐ Paid $
☑ Exempt jid na
☐ Non-applicable
No. 28850 Date 2/5/08
Authorization

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6329622

DATE: 01-23-08

4434257 8330

080072137

You may verify this certificate online at corp.delaware.gov/authver.shtml

123052

DOC No: 00123052

NANTUCKET COUNTY LAND COURT

REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Feb 05,2008 at 03:20P

Document Fee: 75.00 Rec Total:$75.00

CERTIFICATE No: 22853

2007 00004373
Bk: 1118 Pg: 243 Page: 1 of 6
Doc: DD 12/26/2007 02:29 PM

2007 00122720
Cert: 22853 Doc: DD
Registered: 12/26/2007 02:27 PM

DEED

NANTUCKET ISLAND RESORTS LLC, a Delaware limited liability company, with an address c/o NED Management Co., Inc., One Wells Avenue, Newton, Massachusetts 02459, for consideration of Ten Dollars ($10.00) paid hereby GRANTS to **HHV LLC**, a Delaware limited liability company, having a mailing address c/o NED Management Co., Inc., One Wells Avenue, Newton, Massachusetts 02459,

with ***quitclaim covenants***

Those four certain parcels of land, together with the buildings and other improvements thereon, situated in Nantucket, Nantucket County, Massachusetts, described as follows:

PARCEL 1 (19 North Water Street - Registered Land)

SOUTHWESTERLY	by the northeasterly line of North Water Street, eighty-eight and 72/100 (88.72) feet;
SOUTHEASTERLY	by the end of a part of said North Water Street, three (3.00) feet;
SOUTHWESTERLY	by the northeasterly line of said North Water Street, sixty-one and 71/100 (61.71 feet);
NORTHWESTERLY	by land now or formerly of Charles L. Stillman, one hundred thirty-seven and 60/100 (137.60) feet;
WESTERLY	by land now or formerly of said Charles L. Stillman, and of Grenville F. Curtis, et al, sixty-five and 02/100 (65.02) feet;
SOUTHERLY	twenty-nine and 24/100 (29.24) feet, and
WESTERLY	one hundred twenty-nine and 13/100 (129.13) feet, by land now or formerly of said Grenville F. Curtis, et al;
NORTHERLY	by the southerly line of Easton Street, one hundred and 02/100 (100.02) feet;

Property Location: 19, 25R and 29 N. Water Street and 72 Easton Street, Nantucket, Massachusetts

EASTERLY	by land now or formerly of Olga Hansen, one hundred thirty-one and 05/100 (131.05) feet;
NORTHERLY	by lands of sundry adjoining owners, three hundred sixty-four and 92/100 (364.92) feet;
EASTERLY	by the westerly line of South Beach Street, three hundred twenty-eight and 03/100 (328.03) feet;
SOUTHERLY	by the northerly line of Sea Street, two hundred fifteen and 82/100 (215.82) feet; and
WESTERLY	ninety-nine and 01/100 (99.01) feet, and
SOUTHERLY	two hundred eight and 95/100 (208.95) feet, by land now or formerly of Cyril C. Ross et al.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970, and filed with Certificate of Title No. 6205 at the Registry District of Nantucket County. Said Land is shown thereon as Lot 2.

The above-described parcel is subject to a Grant of Easement by Nantucket Island Resorts LLC to the Town of Nantucket and the County of Nantucket for perpetual easements for sidewalk and roadway purposes, dated October 1, 2007, filed with Nantucket Registry District of the Land Court as Document No. 122222.

PARCEL 2 (29 North Water Street - Registered Land)

SOUTHWESTERLY	by the northeasterly line of North Water Street, ninety-five and 45/100 (95.45) feet;
WESTERLY	by the easterly line of the junction of said North Water Street and Easton Street, forty-seven and 17/100 (47.17) feet;
NORTHERLY	by the southerly line of said Easton Street, one hundred twenty-nine and 52/100 (129.52) feet;
EASTERLY	ninety-six and 47/100 (96.47) feet, and
SOUTHEASTERLY	one hundred twenty-nine and 21/100 (129.21) feet by land now or formerly of Grenville F. Curtis et al.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 36477-A, drawn by Schofield Brothers, Inc., Surveyors, dated January 7, 1970, and filed with Certificate of Title No. 6205 at the Registry District of Nantucket County. Said land is shown thereon as Lot 1.

PARCEL 3 (72 Easton Street - Unregistered Land)

NORTHERLY	by Easton Street
EASTERLY	by North Beach Street
SOUTHERLY	by land formerly of Sherburne Associates and now Island Hotels Company; and
WESTERLY	by land formerly of Nantucket Historic Trust and now Nancie B. Taylor.

Excluded therefrom are the premises described in that certain Release Deed dated February 27, 1998, and recorded in Book 578, Page 252, at the Nantucket Registry of Deeds.

Being shown as Parcel I on plan recorded with Nantucket Registry of Deeds in Plan File 52-H.

The above-described parcel is subject to a Grant of Easement by Nantucket Island Resorts LLC to the Town of Nantucket and the County of Nantucket for perpetual easements for sidewalk and roadway purposes, dated October 1, 2007, recorded with Nantucket Registry of Deeds in Book 1111, Page 17.

PARCEL 4 (25R North Water Street - Unregistered Land)

NORTHWESTERLY	by Easton Street, seven and 98/100 (7.98) feet;
NORTHEASTERLY	one hundred twenty-nine and 20/100 (129.20) feet;
NORTHWESTERLY	twenty-nine and 24/100 (29.24) feet;
NORTHEASTERLY	twenty-nine and 57/100 (29.57) feet, by land now or formerly of Island Hotels Company;
SOUTHEASTERLY	twenty-nine and 34/100 (29.34) feet;

NORTHEASTERLY	eight and 36/100 (8.36) feet;
SOUTHEASTERLY	thirty-seven and 17/100 (37.17) feet, by land now or formerly of Kathleen H. Smith;
SOUTHWESTERLY	by Lot 1 on plan hereinafter mentioned, sixty-three and 94/100 (63.94) feet;
NORTHWESTERLY	thirty and 17/100 (30.17) feet; and
SOUTHWESTERLY	ninety-six and 54/100 (96.54) feet, by land now or formerly of Island Hotels Company.

Said land is shown as Lot 2 on plan recorded with Nantucket Deeds in Plan Book 20, Page 18.

For Grantor's title, see Deed of Michael L. Ashner and Peter Braverman, as Trustees of Sherburne Associates Realty Trust, filed with Nantucket Registry District of the Land Court as Document No. 80623 and recorded with Nantucket Registry of Deeds in Book 580, Page 103. See also Certificate of Title No. 18414.

Executed as a sealed instrument to take effect as of the 17th day of DECEMBER, 2007.

NANTUCKET ISLAND RESORTS LLC,
a Delaware limited liability company

By: Nantucket Holdings LLC,
a Delaware limited liability company,
its sole member

By: _____
Stephen R. Karp,
Its Manager

NANTUCKET LAND BANK
CERTIFICATE
☐ Paid $
☑ Exempt I
☐ Non-applicable
28722 12/26/07
No. Date
Authorization

COMMONWEALTH OF MASSACHUSETTS)
) ss.
County of Middlesex)

On this 17 day of December, 2007, before me, the undersigned notary public, personally appeared Stephen R. Karp, the Manager of Nantucket Holdings LLC, the sole member of Nantucket Island Resorts LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, 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.

Arlene E. Doherty
Notary Public
My Commission Expires: 12/14/12

ARLENE E. DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 14, 2012



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

DOC No: 00122720

NANTUCKET COUNTY LAND COURT

REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Dec 26,2007 at 02:27P

Document Fee: 125.00 Rec Total:$255.00

CERTIFICATE No: 22853

122720

CERT 18414

Also noted on

LICENSE #: 00207-HT-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL INNHOLDER LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Nantucket Island Management, LLC
DBA: WHITE ELEPHANT HOTEL RESIDENCES
PREMISES: 19 South Beach Street Nantucket, MA 02554
MANAGER: Bettina Landt

ON PREMISES DESCRIBED AS:
Described Premises: Pool area including pool cabanas and prep kitchen; Building #1 (Mad Hatter): two stories, including six guests suites; Building #2 (Brant Point); two stories, including six guest suites; Building #6 (Cliffside): two stories, including four guest suites; Building #7 (Madaket): two stories including four guest suites; Building #8 (Manchester): two stories including two guest suites and a loft area; Building #9 (Springfield): three stories, including three guest suites; Building #11 (Main Building): three stories, including twenty guest suites, lobby and storage space.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

DRAFT

Chair, Select Board

THIS LICENSE IS VALID APRIL 1, 2022 – JANUARY 15, 2023

**Unless earlier suspended, cancelled, or revoked*

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: Nantucket Island Management, LLC
DBA: WHITE ELEPHANT RESIDENCES
PREMISES: 19 & 29 North Water Street
72 Easton Street
Nantucket, MA 02554
MANAGER: Bettina Landt

LICENSED PREMISES DESCRIBED AS:
Pool area including pool cabanas. All guest room buildings. Building 11: Function; Pre-Function; Boadroom; Kitchen.

Approved Entertainment:

- **AMPLIFIED INSTRUMENTAL MUSIC**
- **AMPLIFIED VOCALISTS**
- **DISC JOCKEY**
- **DANCING**
- **RADIO; IPOD; CD**
- **TELEVISION**
- **STAGE PLAYS**
- **EXHIBITION/TRADE SHOW**

Conditions of License:

- **INTERIOR HOURS: 6:00 am to 1:00 am; 7 Days**
- All windows and doors must be closed when amplified music is played in any structure.
- No music shall be plainly audible beyond property line of the site after 10:00 pm.
- **EXTERIOR SPA HOURS: 8:00 am to 8:00 pm; 7 Days**
- EXTERIOR BACKGROUND MUSIC: All music on exterior grounds limited to Pool/Spa area
- EXTERIOR Music must end by 8:00 pm.
- NO EXTERIOR LIVE MUSIC.
- Conditions: According to the restrictions in Special Permit #12-05

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx

DRAFT

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022

**Unless earlier suspended, cancelled, or revoked*

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

Agenda Item Summary

Agenda Item #	IX. 10 & 11.
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

New Restaurant Application to Include: Common Victualler with Seasonal All Alcoholic Beverages Restaurant License – Berkeley Place Restaurant Limited Partnership, dba Grille 23, 19 North Water Street, Matthew Harrington, Manager.

Executive Summary

The Applicant seeks NEW Licenses for the operation of a restaurant in the ballroom space of the White Elephant Hotel Residences, 19 North Water Street.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- The location is currently licensed for Liquor Service pending an Alteration of Premises application.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	4
Seasonal Package Stores – All Alcohol:	4
Annual On-Premise Licenses:	44
Seasonal On-Premise Licenses:	41

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

- No public comments were received by Licensing as of 3-7-23.

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

-

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

- The Applicant currently operates other licensed establishments in the Boston area.



Background/Discussion

This application is conditional on the approval of an Alteration of Premises application for Nantucket Island Management, LLC dba White Elephant Hotel Residences for License #00207-HT-0762. The Hearing for that application precedes this NEW application. The effective date of the Alteration is June 20, 2023 pending approval by Select Board and ABCC.

The application request is for a NEW Common Victualler (seated food service) with a Seasonal (April 1-January 15) Restaurant All Alcoholic Beverages License. The Applicant operates multiple restaurants in the Greater Boston area and wishes to operate a restaurant at the White Elephant Village Residences for the Summer Season of 2023. The Applicant will provide and deliver its own furnishings for the location and remove them upon completion of lease term. The current plans as outlined in the application and lease agreement provide for a temporary restaurant operation in the ballroom area with the following parameters:

Permitted use: *Only as a first-class, high quality restaurant with table service serving food for on· premises and off-premises consumption, including, without limitation, the sale of alcoholic beverages for on-premises consumption only in accordance with Section 15 hereof and uses ancillary thereto. In accordance with the foregoing, Licensee shall serve lunch and dinner in the Licensed Premises to the general public as well as to guests of the Property on service days (as set forth in Section 17 herein) during the Term hereof (lunch shall be served between I :30 p.m. and 4:00 p.m., and dinner to be served between 5:30p.m. and 10:30 p.m. The Licensed Premises shall be used for no other purpose or purposes.*

Once the term ends for the Restaurant agreement between White Elephant Hotel Residences LLC, and the applicant, Berkeley Place Restaurant Limited Partnership, a license surrender is required to be submitted to the Select Board. Upon acceptance of the surrender, White Elephant Hotel Residences, LLC must apply for an Alteration of Premises to add the ballroom space and adjacent storage areas back on its Liquor License.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A







Attachments
New Liquor License ABCC Application and Floor Plans; ABCC Summary Form; Draft Liquor License

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

APPLICANT INFORMATION

Name of Licensee: Berkeley Place Restaurant Limited Partnership

DBA: Grille 23

Street Address: 19 North Water Street

Zip Code: 02554

Manager: Matthew Harrington

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter

of the Acts of (year)

§12 Restaurant	Seasonal	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

The Licensed Premises is located in the building commonly referred to as the Inn at White Elephant and consists of approximately 5,147 square feet, which includes a kitchen, a ballroom, a foyer, the boardroom, and three (3) entrances and exits.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/27/2023 Time

Advertised Yes ☒ No ☐ Date Published 03/01/23 Publication Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice 03/03/23

Date APPROVED by LLA 03/15/2023 **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

_____

_____

_____

_____

Print

NEW LIQUOR LICENSE APPLICATION - Submission #14858

Date Submitted: 3/6/2023

Town & County of NANTUCKET, MA

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*

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

WWW.MQMLLP.COM

March 6, 2023

Select Board
Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554

RE: Application for a New Seasonal All Alcoholic Beverages Restaurant License
Berkeley Place Restaurant Limited Partnership d/b/a Grille 23
19 North Water Street, Nantucket, Massachusetts 02554

Dear Select Board Members:

Berkeley Place Restaurant Limited Partnership d/b/a Grille 23 (hereinafter the "Applicant") seeks to apply for a New Seasonal All Alcoholic Beverages Restaurant License to be exercised at the premises located at 19 North Water Street, Nantucket, Massachusetts 02554. The Applicant plans to operate a first-class, high-quality restaurant at the licensed premises, which is more commonly referred to as the Inn at White Elephant. The Applicant plans to conduct its restaurant operation at the licensed premises from the proposed effective date of June 20, 2023 to July 29, 2023.

The Applicant is a limited partnership with many different individuals and entities that have an ownership interest in the Applicant. Matthew Harrington, who is the proposed Manager of Record, has been in the food service industry for well over a decade and has considerable experience overseeing the sale and consumption of alcoholic beverages. Furthermore, Matthew has not been subject to any prior alcoholic beverages disciplinary actions and is TIPS certified. In addition to Matthew, the management team also consists of Brian Sommers, Kenneth A. Himmel, and Kenneth C. Himmel, each of whom have considerable experience in the food and beverage industry.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

/s/Andrew J. Moles, Esq.
amoles@mqmllp.com

Please summarize the business operations proposed in this application to include liquor sales/service, food service and entertainment as applicable. Describe your plan of operations and introduce the ownership/management team.

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)*

Berkeley Place Restaurant Limited Partnership

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

Grille 23

First Name of Primary Contact*

Thomas

Last Name of Primary Contact*

Miller

Title of Primary Contact

Attorney

i.e. Owner; Business Manager; Attorney

Cell/Phone Number of Primary Contact:*

(617) 946-4600

Email of Primary Contact*

tmiller@mqmllp.com

Additional Contact

Submit Additional contacts you would like included on Licensing communications.

Additional Contact Email

Please add additional emails you would like added to Licensing communications.

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address*

19 North Water Street, Nantucket, Massachusetts 02554

Please describe the proposed licensed premises to include all seating, serving and strorage areas.

The licensed premises is located in the building commonly referred to as the Inn at White Elephant and consists of approximately 5,417 square feet, which includes a kitchen, a ballroom, a foyer, the boardroom, and three (3) entrances and exits.

Have you made or plan on making any renovations to the premises?

- ( ) Yes
- (•) No

Describe renovations plan

Change of Use

Is this a Change of Use for the premises?

- [ ] Yes
- [x] No

Planning Board/Zoning

Is there a Special Permit or additional Planning Board/Zoning decisions involving this property? If Yes, include with application.

- [ ] Yes, Pending Hearing/Final Decision
- [ ] Yes, Decision included with Application
- [ ] No
- [ ] Unsure of status

LIQUOR TYPE*

On-Premise/CV: Restaurant

Off-Premise = Alcohol sold for off-premise consumption.

On-Premise = Alcohol sold and served for on-premise consumption.

CV = Common Victualler License for on-site food preparation and seated food service.

LIQUOR CLASS*

Seasonal (April 1 - January 15)

Annual: Year-round operations with extended closures of less than 60 days a year.

Seasonal: Liquor License valid April 1 - January 15 only.

LIQUOR CATEGORY*

All Alcoholic Beverages

COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES

Select all that apply to your proposed food services.

- [x] Seated Dining
- [ ] Outdoor Dining
- [x] Take-Out
- [ ] Delivery
- [ ] Private/Special Event Catering
- [ ] Breakfast
- [ ] Brunch
- [x] Lunch
- [x] Dinner
- [ ] Late Night Menu (Light menu/Bar Menu)

Describe Food and Beverage Plan

The Applicant plans to operate as a first-class, high quality restaurant with table service serving food for on-premises and off-premises consumption and the sale of alcoholic beverages for on-premises consumption in accordance with Section 15. The Applicant will serve lunch and dinner in the licensed premises between the hours of 1:30 p.m. and 4:00 p.m. and 5:30p.m. and 10:30 p.m., respectfully.

ENTERTAINMENT FOR ON-PREMISE LICENSES

Select all that apply to your plan for Entertainment.

- [ ] NON-LIVE INDOORS: Background Streaming Music played through House System
- [ ] NON-LIVE OUTDOORS: Background Streaming Music played through House System
- [ ] NON-LIVE: Movie Theater
- [ ] NON-LIVE: TV Screens, Video Projection
- [ ] LIVE INDOORS LEVEL 1: Acoustic Live Music, no additional speakers or amplification
- [ ] LIVE INDOORS LEVEL 2: Live Entertainment with amplification and/or additional speakers. Includes DJ and Musicians, Vocalists
- [ ] LIVE INDOORS LEVEL 3: Amplified Live Entertainment with Dance Floor, Occupancy <100
- [ ] LIVE INDOORS LEVEL 4: Nightclub - All of the above with Occupancy >100

Will Furniture, tables, chairs be moved for Live Entertainment?

- [ ] Yes
- [ ] No

Do you plan to move furniture out of dining areas at any time to make room for Entertainment? (to include DJ, Dance Floor or any type of Entertainment)

Entertainment Hours

Please provide requested hours for Entertainment - Interior and Exterior.

Describe Entertainment Plan

Describe any entertainment you plan for the premises - Non-Live Streaming, Live Entertainment, Outdoor Music/Entertainment, TV's, Theater Performances, Disc Jockey, etc. Include planned frequency: Weekly, Monthly, Special Events only.

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

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

Upload Documents

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

Upload Documents

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

Upload Documents

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

ADDITIONAL COMMENTS, QUESTIONS

Let us know anything we haven't covered above or can assist with that has not been addressed.

COMMENTS

COMMENTS

Additional Documents

Choose File No file chosen

Additional Documents

Choose File No file chosen

ACTION ITEMS

SIGNATURE OF APPLICANT*

Andrew J. Moles, Esq.

By typing your name in the applicant signature field(s), and submitting this form electronically (via email), you affirm that all information contained within this document was completed truthfully, and to the best of your knowledge and you understand that your electronic signature is considered legally binding the same as signing your physical signature by hand.

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

February 28, 2023

Select Board
Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554
Attn: Erika Mooney, Town Administrator

RE: Application for a New Seasonal All Alcoholic Beverages Restaurant License
Berkeley Place Restaurant Limited Partnership d/b/a Grille 23
19 North Water Street, Nantucket, Massachusetts 02554

Dear Ms. Moody:

Enclosed please find the following documents in connection with Berkeley Place Restaurant Limited Partnership's application for a New Seasonal All Alcoholic Beverages Restaurant License to be exercised at the premises located at 19 North Water Street, Nantucket, Massachusetts 02554. Also, please note that the proposed effective date of this new license is June 1, 2023.

1. Monetary Transmittal Form & ABCC Payment Confirmation;
2. New License Application with Applicant's Statement;
3. Entity Vote;
4. Business Entity Summary and Certificate of Organization;
5. ABCC CORI Request Forms;
6. Proof of Citizenship for Manager of Record;
7. Manager of Record TIPS Certificate;
8. Beneficial Interest Disclosure Exemption Request;
9. Legal Right to Occupy;
10. Floor Plan; and
11. $200.00 filing fee to the Town of Nantucket.

Kindly assign this matter for hearing at the next available meeting date. Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Andrew J. Moles, Esq.

TPM/ajm
Enclosures

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) _____

ENTITY/ LICENSEE NAME Berkeley Place Restaurant Limited Partnership d/b/a Grille 23

ADDRESS 19 North Water Street

CITY/TOWN Nantucket **STATE** MA **ZIP CODE** 02554

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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.

This is an application for a New Seasonal All Alcoholic Beverages Restaurant License to be exercised at the premises located at 19 North Water Street, Nantucket, Massachusetts 02554 by the applicant, Berkeley Place Restaurant Limited Partnership d/b/a Grille 23.

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: Berkeley Place Restaurant Limited Partnership FEIN:

DBA: Grille 23 Manager of Record: Matthew Harrington

Street Address: 19 North water Street, Nantucket, Massachusetts 02554

Phone: (617) 727-3040 Email:

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

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

The Licensed Premises is located in the building commonly referred to as the Inn at White Elephant and consists of approximately 5,147 square feet, which includes a kitchen, a ballroom, a foyer, the boardroom, and three (3) entrances and exits.

Total Square Footage: 5,147 Number of Entrances: 3 Seating Capacity:

Number of Floors: 1 Number of Exits: 3 Occupancy Number:

4. APPLICATION CONTACT

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

Name: Thomas P. Miller, Esq. Phone: (617) 946-4600

Title: Attorney Email: tmiller@mqmllp.com

5. CORPORATE STRUCTURE

Entity Legal Structure: Partnership

Date of Incorporation: 11/05/1982

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
Kenneth A. Himmel			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
	6%	◉ Yes ○ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Brian G. Sommers			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
	1.5%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Kenneth C. Himmel			

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
William W. Bain, Jr.			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
	1.25%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Susan Weber			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
	0.5%	○ 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

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed 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.).

Entity Name: **Berkeley Place Restaurant Limited Partnership**

Percentage of Ownership In Entity being Licensed (Write "NA" if this is the entity being licensed): N/A

Name of Principal	Residential Address	SSN	DOB
Mark H. Berey			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	0.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Anthea Christian	1		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Paraffin Partners Limited			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Alan Green			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
John D. Halpern			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.25	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Lewis Heafitz			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	3%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Walsh Higgins Associates			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2.5%	○ 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.

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed 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.).

Entity Name: **Berkeley Place Restaurant limited Partnership**

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed): N/A

Name of Principal	Residential Address	SSN	DOB
Back Bay Restaurant Associates			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2.5%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Estate of Leroy M. Merritt			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.5%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Myron Miller	[redacted]		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	5%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Helen Milner	[redacted]		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Kimberly K. Nomitch Trust	[redacted]		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Ronald T. Plotka	[redacted]		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Thomas J. Pritzger	[redacted]		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.5%	◯ Yes ◉ No	◯ Yes ◯ No	◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above 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

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed 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.).

Entity Name: **Berkeley Place Restaurant Limited Partnership**

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed): N/A

Name of Principal	Residential Address	SSN	DOB
Kenneth A. Himmel Revocable Trust			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
****	3%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Wesley Irvine, Jr.			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Karen Klutznick			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Kohn Pederson Fox Conway Investors			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Barry Mansur			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Robert Marr			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Francis Associates Mr. William F. McCall			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above 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

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed 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.).

Entity Name: **Berkeley Place Restaurant Limited Partnership**

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed): N/A

Name of Principal	Residential Address	SSN	DOB
Michael T. Putziger			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	0.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Myrna Putziger			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	0.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Estate of Jeffrey J. Rhodes			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	3.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Richard T. Robertson			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Jonathan Sommer			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Elizabeth N. Starr			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Ronald Terwillinger			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above 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

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed 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.).

Entity Name: **Berkeley Place Restaurant Limited Partnership**

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed): **N/A**

Name of Principal	Residential Address	SSN	DOB
James R. Treptow			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Gary Wilson	11		

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	1%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Sally Rose Howard			8/22/1982

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	2%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Janet A. Himmel Revocable Trust			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	26.5%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
ACI Limited Partnership			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
	12.5%	○ 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? 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
See Exhibit A attached hereto			

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 6Aor 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: White Elephant Hotel Residence LLC

Landlord Phone: | Landlord Email:

Landlord Address: 75 Park Plaza, #3, Boston, Massachusetts 02116

Lease Beginning Date: ** | Rent per Month: N/A

Lease Ending Date: July 29, 2023 | Rent per Year: N/A

Will the Landlord receive revenue based on percentage of alcohol sales? ◉ Yes ○ No

8. FINANCIAL DISCLOSURE

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

*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
N/A	
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.
			◯ Yes ◯ No
N/A			◯ 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.

There are no costs associated with this transaction.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Matthew Harrington | Date of Birth: | SSN:

Residential Address: 61 Fairview Ave ; Peabody ; MA 01960

Email: MHARRINGTON@Grill23.com

Please indicate how many hours per week you intend to be on the licensed premises: 60

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
09/2015	present	Senior Assistant General Manager	Grill 23+Bar	Michael Sezner
09/2012	09/2015	Server	Post 390	Michael Sezner
09/2010	09/2012	Server	Great Escape	Cleber Santos

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: [signature] Date: 02/24/2023

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

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

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

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

☐ $ per month/year (Indicate amount) _____

☐ % of alcohol sales (Indicate percentage) _____

☐ % of overall sales (Indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

EXHIBIT A

BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP

Other Beneficial Interest for All Individuals Listed in Section 6

Name	License Type	License Name	Municipality
Berkeley Limited Restaurant Partnership	§12 Restaurant	Grille 23 Restaurant & Bar	Boston
Kenneth A. Himmel	§12 Restaurant	Bistro du Midi	Boston
Brian Sommers, Kenneth A. Himmel, and Kenneth C. Himmel	§12 Restaurant	Harvest	Cambridge
Brian Sommers and Kenneth A. Himmel	§12 Restaurant	Grand Banks Fish House	Boston

APPLICANT'S STATEMENT

I, Brian Sommers (Authorized Signatory) the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager

of Berkeley Place Restaurant Ltd. Partnership (Name of the Entity/Corporation)

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 2/23/23

Title: EVP/CFO

ENTITY VOTE

The Board of Directors or LLC Managers of Berkeley Place Restaurant Ltd. Partnership (Entity Name)

duly voted to apply to the Licensing Authority of Nantucket (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/23/2023 (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	☐ Change of DBA

"VOTED: To authorize Brian G. Sommers (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 Matt Harrington (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

Brian G. Sommers

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: L86000900 [Request certificate] [New search]

Summary for: BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP

The exact name of the Domestic Limited Partnership (LP): BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP
Entity type: Domestic Limited Partnership (LP)
Identification Number: L86000900 **Old ID Number:**
Date of Organization in Massachusetts: 11-05-1982
Last date certain: 12-31-2028
The location or address where the records are maintained (A PO box is not a valid location or address): Address: City or town, State, Zip code, Country:
The name and address of the Resident Agent: Name: BRIAN G. SOMMERS Address: 20 PARK PLAZA SUITE 1102 City or town, State, Zip code, Country: BOSTON, MA 02116 USA

The name and business address of each General Partner:

Title	Individual name	Address
GENERAL PARTNER	AMERICAN FOOD MANAGEMENT L.P.	20 PARK PL., STE 1102 BOSTON, MA 02116 USA

Consent	Confidential Data	Merger Allowed	Manufacturing

View filings for this business entity:

Certificate of Cancellation
Certificate of Consolidation
Certificate of Consolidation - Unregistered Foreign
Certificate of Merger
Certificate of Merger - Unregistered Foreign
Limited Partnership Certificate

View filings

Comments or notes associated with this business entity:

New search

BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made by and among HIMMEL-RHODES ASSOCIATES, a Massachusetts general partnership, as General Partner, and the persons named on Schedule I hereto, as Limited Partners, to form BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP, and the undersigned do hereby make, sign and swear to the following Certificate of Limited Partnership which incorporates the provisions of the attached Limited Partnership Agreement (the "Agreement") in their entirety, including, without limitation, the following:

1. The name of the Partnership is Berkeley Place Restaurant Limited Partnership.

2. The character of the business of the Partnership is described in Section 1.3 of the Agreement.

3. The location of the Partnership's office at which its records are maintained is set forth in Section 1.4 of the Agreement, and the name and address of the Partnership's agent for service of process is Himmel-Rhodes Associates, 330 Stuart Street, Boston, Massachusetts.

4. The name and business address of each member of the Partnership, General Partner and Limited Partners therein specified separately, is set forth in Schedule I hereto.

5. The amount of cash contributed or agreed to be contributed by each Partner is set forth in Sections 2.1 and 2.2 of the Agreement and Schedule I hereto. The Partners have not agreed to contribute any other property or services to the Partnership.

6. The times at which cash agreed to be contributed by the Limited Partners to the Partnership is payable is set forth in Section 2.2 of the Agreement.

7. The right of a Limited Partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power, are set forth in Section 9.1 of the Agreement.

8. The rights of a General Partner to terminate his membership in the Partnership and the method of determining the distribution to which he may be entitled respecting his partnership interest, and the terms and conditions of the termination and distribution are set forth in Sections 9.3, 10.1 and 10.2

of the Agreement. The right of a Limited Partner to terminate his membership in the Partnership and the method of determining the distribution to which he may be entitled respecting his partnership interest, and the terms and conditions of the termination and distribution are set forth in Sections 9.1 and 9.2 of the Agreement.

9. The rights of partners to receive distributions from the Partnership are set forth in Articles IV and XI of the Agreement.

10. The rights of partners to receive distributions which include all or any part of their contributions are set forth in Articles IV and XI of the Agreement.

11. The times at which or the events upon the happening of which the Partnership is to be dissolved and its affairs wound up are set forth in Section 11.1 of the Agreement.

12. The right of the remaining General Partner or Partners to continue the business upon the happening of an event of withdrawal of a General Partner is set forth in Article X of the Agreement.

13. This Certificate of Limited Partnership is filed this 5th day of November, 1982.

IN WITNESS WHEREOF, the parties hereto have executed and sworn to this Certificate of Limited Partnership under the pains and penalties of perjury as of the 4th day of November, 1982.

GENERAL PARTNER:

HIMMEL-RHODES ASSOCIATES,
a Massachusetts general partnership

By: _____
Kenneth A. Himmel

By: _____
Jeffrey J. Rhodes

LIMITED PARTNERS:

_____
KENNETH A. HIMMEL

_____
JEFFREY J. RHODES

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On the 3rd day of November, 1982, before me personally appeared JEFFREY J. RHODES, to me personally known, who, being by me duly sworn, did say that he is a Partner of HIMMEL-RHODES ASSOCIATES, and that the foregoing instrument was signed by him on behalf of said HIMMEL-RHODES ASSOCIATES, and also in his individual capacity as a limited partner, and is the free act and deed of said HIMMEL-RHODES ASSOCIATES, and of JEFFREY J. RHODES in his individual capacity.

Kathryn Lea Lentman
NOTARY PUBLIC

My Commission Expires: 4/22/84

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On the 4th day of November, 1982, before me personally appeared Kenneth A. Himmel, to me personally known, who being by me duly sworn, did say that he is a Partner of Himmel-Rhodes Associates, and that the foregoing instrument was signed by him in his capacity as a Limited Partner of Berkeley Place Restaurant Limited Partnership and on behalf of Himmel-Rhodes Associates and is his free act and deed and the free act and deed of Himmel-Rhodes Associates.

Robert W. Mack
Notary Public

My Commission Expires: Sept 1, 1982

SCHEDULE I

Names and Business Address of Partners	Number of Units Subscribed For	Maximum Total Capital Contribution
GENERAL PARTNER:		
Himmel-Rhodes Associates 330 Stuart Street Boston, Massachusetts		None
LIMITED PARTNERS:		
Kenneth A. Himmel 330 Stuart Street Boston, Massachusetts	1	$10,000
Jeffrey J. Rhodes 875 North Michigan Ave. Suite 1360 Chicago, Illinois 60611	1	$10,000

LIMITED PARTNERSHIP AGREEMENT

OF

BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP

Dated as of the 15th day of October, 1982

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LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT is made as of the 15th day of October, 1982, by and among HIMMEL-RHODES ASSOCIATES, a Massachusetts general partnership having its principal place of business at 330 Stuart Street, Boston, Massachusetts, as the General Partner, and the persons and entities who or which have acquired or hereafter acquire Limited Partnership Units (as hereinafter defined) in accordance with the provisions hereof, as the Limited Partners.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties, desiring to form a limited partnership pursuant to the provisions of the Massachusetts Uniform Limited Partnership Act, as amended (the "Act"), for the purposes and upon the terms and conditions hereinafter set forth, hereby agree as follows:

ARTICLE I

ORGANIZATION

Section 1.1 Formation of Partnership.

The General Partner and the Limited Partners (hereinafter collectively referred to as the "Partners") hereby form a limited partnership pursuant to the provisions of the Act and the rights and liabilities of the Partners shall be as provided in the Act, except as expressly provided herein.

Section 1.2 Partnership Name.

The name of this Limited Partnership (the "Partnership") is "Berkeley Place Restaurant Limited Partnership", and the business of the Partnership shall be conducted under the name "Grill 23 & Bar" or such other name as the General Partner may determine.

Section 1.3 Purposes of Partnership.

The purposes of the Partnership shall be to construct, own and operate a restaurant and bar serving alcholic beverages in the building located at 330 Stuart Street, Boston, Massachusetts and to do any and all acts necessary or appropriate in furtherance thereof, including, without limitation, the borrowing of

money and the issuing of evidences of indebtedness and the securing of the same by mortgages, deeds of trust, pledges, guaranties or other liens or security interests in furtherance of any and all of the objects of the business of the Partnership; and to do any and all other acts and things which may be necessary, incidental or convenient to carry on the Partnership's business as contemplated by this Agreement, including those acts and things which are within the authority of the General Partner as provided herein.

Section 1.4 Principal Office.

The principal office of the Partnership shall be at 330 Stuart Street, Boston, Massachusetts. The General Partner may change the location of the Partnership's principal office as the General Partner may from time to time determine, provided, however, the General Partner shall give the Limited Partners prompt written notice of any such change.

Section 1.5 Term of Partnership.

The term of the Partnership shall commence upon the filing for record of a Certificate of Limited Partnership for the Partnership in the Office of the Secretary of State of the Commonwealth of Massachusetts and, unless sooner terminated or dissolved pursuant to the operation of law or in accordance with the provisions of this Agreement, the Partnership shall continue in existence until December 31, 2013.

Section 1.6 Certificate of Limited Partnership.

The General Partner shall:

(a) Record such Certificate of Limited Partnership as aforesaid and in such other places within and without such state, as may be required by law or as may be deemed necessary or desirable by the General Partner;

(b) Make such reports or filings, if any, as may be required annually or otherwise under the laws of the Commonwealth of Massachusetts or other states in which the Partnership does business, in order to qualify the Partnership to do business and maintain the Partnership in good standing in such states;

(c) Pay, at the expense of the Partnership, all initial and subsequent filing, recording or other fees or expenses incurred in connection with the actions required by this Section 1.6 and by Section 1.7 hereof; and

(d) Record amendments to the Certificate of Limited Partnership as and when required by the laws of the Commonwealth of Massachusetts or any other state in which such Certificate is then on file or recorded, or whenever required by this Agreement or deemed necessary or desirable by the General Partner.

The General Partner shall not be required to furnish any Limited Partner with copies of such Certificate of Limited Partnership or any such amendment unless so requested by such Limited Partner.

Section 1.7 Certificate of Assumed Name.

The business of the Partnership shall be conducted under, and there shall be used in the operation of such business, such names, trade names, trademarks and service marks as the General Partner may from time to time determine. The General Partner shall make such publications, filings and recordings as and when required by the laws of the Commonwealth of Massachusetts and any other state in which the Partnership does business in order to comply with any assumed name or similar law.

Section 1.8 Names and Addresses of Limited Partners.

The name and business address of each person or entity who becomes a Limited Partner shall be set forth on the counterpart of this Agreement executed by such Limited Partner. A record of such names and business addresses shall be kept at the principal office of the Partnership.

ARTICLE II

PARTNERSHIP CAPITAL

Section 2.1 Capital Contributions of General Partner.

The General Partner shall initially contribute such items as are described on Exhibit A hereto to the capital of the Partnership, and the same shall constitute Partnership property. In addition, it is anticipated that the Partnership will, in connection with its initial capitalization, obtain a loan (the "Bank Loan") from The First National Bank of Chicago in the amount of approximately Five Hundred Thousand Dollars ($500,000.00) and that the General Partner and/or its general partners will be required by said lender to guarantee repayment of the Bank Loan (including interest thereon) and/or of the

obligations of the Limited Partners to make their Additional Limited Partner Capital Contributions (as hereinafter defined) to the extent the same have been pledged to secure repayment of the Bank Loan. To the extent the General Partner or any of its general partners make payments on such guaranty or on any other guaranty of a Partnership loan, the amounts thereof shall be deemed to be contributions by the General Partner to the capital of the Partnership and shall constitute Additional General Partner Capital Contributions. To the extent the General Partner or its general partners, as a result of making payments on any such guaranty, acquire an interest in the Bank Loan or any other loan to the Partnership, the General Partner agrees that such interest shall be contributed to the capital of the Partnership without the General Partner's receiving any credit to its capital account in addition to that specified above.

Section 2.2 Capital Contributions of Limited Partners.

(a) The General Partner is authorized to admit to the Partnership as Limited Partners up to twenty-five (25) persons or entities who or which shall acquire a minimum of two (2) Limited Partnership Units at an initial contribution to the capital of the Partnership per Limited Partnership Unit of Ten Thousand Dollars ($10,000.00) up to a maximum of one hundred thirty-five (135) Limited Partnership Units for all Limited Partners. In addition, each Limited Partner shall be obligated from time to time to contribute such additional amounts to the capital of the Partnership, up to an aggregate amount of Two Thousand Dollars ($2,000.00) for each Limited Partnership Unit held by such Limited Partner, as and when called for by the General Partner at any time and from time to time prior to the third anniversary of the date on which the restaurant contemplated hereby is formally opened to the public. Each such call for additional capital shall be made ratably as to all of the Limited Partnership Units. Such additional amounts may be used for such Partnership purposes (including, without limitation, the repayment of indebtedness) as the General Partner may determine. The Partnership may pledge the obligations of the Limited Partners to pay such amounts to secure the Bank Loan. (Any such additional amounts so contributed or required to be contributed to the capital of the Partnership by the Limited Partners are hereinafter referred to in the aggregate as "Additional Limited Partner Capital Contributions".) Amendments to the Certificate of Limited Partnership of the Partnership reflecting the admission of such Limited Partners shall be filed from time to time by the General Partner in accordance with the provisions of Section 1.6(d) hereof. Any person or entity acquiring a Limited Partnership Unit from the

Partnership in connection with its initial capitalization, as aforesaid, shall become a Limited Partner only upon the delivery by such person or entity to the General Partner of all of the following:

(i) An executed counterpart of this Agreement which has been executed by the Limited Partner and is then executed by the General Partner;

(ii) An executed Subscription Agreement wherein such Limited Partner agrees to pay to the Partnership such Limited Partner's initial capital contribution and Additional Limited Partner Capital Contributions with respect to such Limited Partnership Units, which is then accepted by the General Partner;

(iii) Payment to the Partnership of thirty percent (30%) of the entire initial capital contribution required to be made to the Partnership with respect to such Limited Partnership Units;

(iv) A Note for the balance of such Limited Partner's initial capital contribution and Additional Limited Partner Capital Contribution and a related security agreement and financing statement (which financing statement need not be filed if the General Partner shall, in its discretion, so determine); and

(v) An executed Investment Representation Letter (with attachments).

The form and substance of the documents and instruments referred to above in clauses (ii), (iv) and (v) shall be as established by the General Partner.

The original of this Agreement, executed by the General Partner, and all such counterparts, duly executed by the respective Limited Partners and the General Partner (whether before or after the formation of the Partnership), taken together, shall constitute a single instrument.

(b) The initial amounts contributed by the Limited Partners, as provided in subparagraph (a) above, shall be held in a segregated bank account to be established by the General Partner until (i) at least one hundred (100) Limited Partnership Units have been subscribed for by Limited Partners in accordance with the provisions of subparagraph (a) above, (ii) a Lease for the premises for the restaurant contemplated hereby

has been executed and delivered by the landlord thereunder and the Partnership , (iii) a Management Agreement has been entered into among the Partnership and J.S.H. Associates, Inc., a Massachusetts corporation, and John S. Harris, individually, (iv) The First National Bank of Chicago has delivered to the Partnership or the General Partner a letter (which may not constitute a legally binding commitment) setting forth its willingness to make a loan in the amount of approximately Five Hundred Thousand Dollars ($500,000.00) on terms acceptable to the General Partner, and (v) city and state approvals for the liquor license required for the Restaurant (but not the license itself) have been obtained. If at least one hundred (100) Limited Partnership Units have not been so subscribed for by Limited Partners, as aforesaid, and such other conditions have not been satisfied on or before the close of business on December 1, 1982, then (1) the Partnership shall forthwith terminate and be dissolved and all contributions made to the Partnership by each Limited Partner shall be returned to such Limited Partner, without interest, and all such Subscription Agreements, notes and security agreements theretofore executed by any Limited Partner and delivered to the Partnership as aforesaid shall thereupon be deemed to be cancelled, (2) all property and assets contributed to the Partnership by the General Partner shall be returned to the General Partner, and (3) the General Partner shall pay all expenses incurred in connection with the formation and dissolution of the Partnership, but shall be entitled to retain all interest earned on the amounts held in said segregated account to offset such costs. If at least one hundred (100) Limited Partnership Units have been subscribed for by Limited Partners as aforesaid and such other conditions have been satisfied on or before the close of business on such date, then all amounts in such account and interest, if any, earned thereon, may thereafter be disbursed to such other Partnership bank accounts, and may be used for such Partnership purposes, as the General Partner may from time to time determine in accordance with the provisions of this Agreement.

Section 2.3 Additional Capital Contributions.

Neither the General Partner nor any Limited Partner shall be required to make any contributions to the capital of the Partnership in addition to those required by this Article II.

Section 2.4 Interest on Contributions.

Contributions made to the capital of the Partnership, whether the initial contribution or any additional contribution,

shall not bear interest, provided, however, that this provision shall not limit the effectiveness of the provisions of Article IV hereof.

Section 2.5 Certain Rights of General Partner.

The General Partner or the partners in the General Partner may acquire Limited Partnership Units and make capital contributions to the Partnership with respect thereto as provided in Section 2.2 above. In such event, the General Partner (or such partners) shall be deemed to be a Limited Partner with respect to any such contributions to the capital of the Partnership and Limited Partnership Units, and to have the rights with respect thereto which it or they would have had if the General Partner were not also a general partner of the Partnership.

Section 2.6 Definition of Limited Partnership Unit.

The interests (including, without limitation, the rights and interests of the Limited Partners as provided herein in and to Net Cash Flow, Capital Proceeds, allocation of profits and losses of the Partnership, and distributions of Partnership assets upon termination and dissolution of the Partnership), of all of the Limited Partners in the aggregate in the Partnership shall be divided into equal shares, each of which is referred to herein as a "Limited Partnership Unit". All amounts allocated or distributed to the Limited Partners hereunder shall be allocated or distributed equally with respect to each outstanding Limited Partnership Unit.

Section 2.7 Return of Capital.

Except as otherwise expressly provided in this Agreement, no Partner shall be entitled to the return of such Partner's capital contribution to the Partnership, whether upon the dissolution of the Partnership or otherwise.

ARTICLE III

OBLIGATIONS OF GENERAL PARTNER WITH RESPECT TO INITIAL IMPROVEMENTS

Section 3.1 Obligations of the General Partner With Respect to Initial Improvements

The General Partner shall use reasonable efforts to cause the restaurant contemplated hereby to be completed, fixtured,

furnished and equipped in accordance with the budget and development schedules heretofore established by the General Partner and furnished to each Limited Partner. The General Partner has, prior to the effectiveness of this Agreement, taken certain actions in furtherance of the foregoing. All costs (including interest costs) which have heretofore been incurred directly or indirectly by or on behalf of the General Partner or its partners in connection with the foregoing shall be paid or reimbursed at such time, in such amounts and out of such funds of the Partnership as the General Partner may determine, but only to the extent that such costs are provided for in the aforesaid budget.

ARTICLE IV

DISTRIBUTIONS AND INCOME AND LOSSES

Section 4.1 Definition of Net Cash Flow.

The term "Net Cash Flow", as used herein, shall mean, for any period, the net cash of the Partnership from all sources as the General Partner from time to time determines is available for distribution to the Partners.

Section 4.2 Distributions of Net Cash Flow.

The General Partner shall make distributions of the Net Cash Flow to the Partners at such times as the General Partner may determine, but not less frequently than quarterly (except that in 1983 no Net Cash Flow shall be distributed, it being intended that all available cash in 1983 shall be applied to reduction of debt or to establish reserves, as the General Partner deems appropriate), each of which distributions shall be distributed among the Partners as follows:

(a) First, to the Limited Partners until the Limited Partners shall have received pursuant to this Section 4.2(a) from such distribution and all prior distributions an amount equal to the Additional Limited Partners Capital Contributions paid in; and

(b) Then, as to any portion of such distribution in excess of the amount to be distributed pursuant to subparagraph (a) above, to the General Partner until the General Partner shall have received pursuant to this Section 4.2(b) from such distribution and all prior distributions an amount equal to the Additional General Partner Capital Contribution; and

(c) Then, as to any portion of such distribution in excess of the amounts to be distributed pursuant to subparagraphs (a) and (b) above, to the Limited Partners until the Limited Partners shall have received pursuant to this Section 4.2(c) an amount equal to the Limited Partners Net Cash Flow Preference (as hereinafter defined) as of the date of such distribution; and

(d) Then, if any portion of the total amount of such distribution included Capital Proceeds (as hereinafter defined), as to any portion of such distribution in excess of the amounts to be distributed pursuant to subparagraphs (a), (b) and (c) above, to the Limited Partners until the Limited Partners have received pursuant to Sections 4.2(c) and (d) hereof from such distribution and all prior distributions, an amount equal to the sum of the Base Amount (as hereinafter defined) plus an amount equal to simple interest on one hundred percent (100%) of such Base Amount (without reduction thereof on account of any payments which may for any purpose be deemed to reduce or repay the Base Amount) at the rate of twelve percent (12%) per annum from January 1, 1984 to and including the first to occur of the date of such distribution and December 31, 1992; provided, however, that the amount of such entire distribution which shall be distributed pursuant to this Section 4.2(d) shall not exceed the amount of Capital Proceeds included in such distribution; and

(e) Then, as to any portion of such distribution in excess of the amounts to be distributed pursuant to subparagraphs (a), (b), (c) and (d) above, to the General Partner, until the General Partner shall have received pursuant to this Section 4.2(e) from such distribution and all prior distributions [other than distributions pursuant to Sections 4.2(a) and (b) hereof] an amount equal to twenty-five percent (25%) of all Net Cash Flow which has theretofore been and which is then being distributed other than pursuant to Sections 4.2(a) and (b) hereof; and

(f) Then, as to any portion of such distribution in excess of the amounts described in subparagraphs (a), (b), (c), (d) and (e) above, to the Limited Partners.

The term "Base Amount", as used herein, shall mean the aggregate amount of initial capital contributions [i.e., Ten Thousand Dollars ($10,000.00) per Limited Partnership Unit] made by the Limited Partners but not including the amount of any Additional Limited Partner Capital Contributions.

The term "Limited Partners Net Cash Flow Preference", as used herein, shall mean as of any date an amount equal to simple interest on one hundred percent (100%) of the Base Amount (without reduction thereof on account of any payments which may for any purpose be deemed to reduce or repay the Base Amount) from January 1, 1984 to and including the first to occur of the date as of which such preference amount is being determined and December 31, 1992, such interest to be computed for calendar year 1984 at the rate of twelve percent (12%) per annum, for calendar year 1985 at the rate of fifteen percent (15%) per annum, and for calendar years 1986 through 1992 at the rate of twenty percent (20%) per annum. The total amount of the Limited Partners Net Cash Flow Preference (but not the Base Amount on which interest is calculated) shall not be increased by any interest factor for 1983 or after 1992 and shall not be increased because Net Cash Flow is inadequate to pay the amount of the preference to the Limited Partners during any period.

The total amount of the Limited Partners Net Cash Flow Preference as of any date (but not the Base Amount on which interest is calculated) shall be reduced by all amounts distributed to the Limited Partners pursuant to Section 4.2(d) hereof prior to such date, but the fact that the amount of such preference is at any time below zero shall not reduce the amounts otherwise distributable to Limited Partners at such time.

The term "Capital Proceeds", as used herein, shall mean Net Cash Flow derived by the Partnership from the sale of any of its assets other than in the ordinary course of its business or from excess refinancing proceeds.

Section 4.3 Allocation of Profits and Losses.

The profits and losses and tax credits of the Partnership for each year shall be allocated among the Partners in the same proportions as the distributions of the aggregate Net Cash Flow were distributed among the Partners during such year, provided, however, that for any year in which there is no positive Net Cash Flow, such items shall be allocated ninety-nine percent (99%) to the Limited Partners and one percent (1%) to the General Partner.

ARTICLE V

DUTIES, AUTHORITY AND COMPENSATION OF GENERAL PARTNER

Section 5.1 Duties of General Partner.

The General Partner shall diligently and faithfully manage all aspects of the business and operation of the Partnership and its properties and assets, including, without limitation, the maintenance of books of account of the Partnership in accordance with the provisions of Section 7.2 hereof. The General Partner may, in the performance of any such duties, engage, on behalf of the Partnership, such employees, consultants, managers and contractors as the General Partner may deem necessary or appropriate. It is contemplated that a restaurant management company will be engaged by the Partnership to provide management services to the Partnership pursuant to a Management Agreement between the Partnership and such company.

Section 5.2 Authority of General Partner.

Except as otherwise expressly provided herein as between the General Partner and the Limited Partners, the General Partner shall have full, exclusive and complete discretion in the management and control of, and shall make all decisions relating to or affecting, the business, affairs and operations of the Partnership and its properties and assets, and shall have, in addition to those powers and rights expressly granted in this Agreement, all of the powers and rights of a general partner of a limited partnership organized under the Act. Without limiting the generality of the foregoing and except as otherwise expressly provided herein, the General Partner shall have the authority, on behalf of the Partnership, to:

(a) Purchase liability and other insurance to protect the Partnership's assets and business operations, and determine whether and to what extent to insure against risks customarily insured against in the Partnership's business and whether or not the Partnership shall be partially or wholly self-insured with respect to such risks;

(b) Execute and deliver the Lease for the Premises in substantially the same form as the form of lease which has been or will be furnished to each of the Limited Partners at the time of their subscribing for Limited Partnership Units as provided herein and any and all other documents reasonably required to consummate the purchase, lease, disposition and/or

financing of Partnership property, provided such transaction has been authorized by the Limited Partners if and to the extent required by the express terms hereof;

(c) Manage the design, construction, fixturing, furnishing, equipping and operation of the restaurant to be conducted by the Partnership;

(d) Borrow money or otherwise obtain financing (including, without limitation, borrowings and financings from the General Partner and its general partners and affiliates at interest rates not in excess of market interest rates) and in connection therewith encumber assets of the Partnership and take all acts and execute all documents as the General Partner deems appropriate in connection therewith; provided, however, that the General Partner shall not cause the Partnership to incur indebtedness for a principal amount of borrowed money in excess of Six Hundred Thousand Dollars ($600,000.00) at any time outstanding unless the same is authorized by Limited Partners then holding not less than sixty percent (60%) of the Limited Partnership Units;

(e) Hire, employ, retain, engage or otherwise secure employees, attorneys, accountants and other independent contractors or personnel necessary or appropriate to carry out the purposes of the Partnership upon such terms as the General Partner may determine;

(f) Sue and complain and defend, in the name of and on behalf of the Partnership, and settle, adjust, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever now or hereafter pending between the Partnership and any other party (other than the General Partner);

(g) Pay out of Partnership funds any and all Partnership costs and expenses;

(h) Sell, exchange, convey, transfer and otherwise dispose of all or any part of any property of the Partnership (including, without limitation, the goodwill associated with the business of the Partnership), not in the ordinary course of the Partnership's business and whether or not the same would make it impossible to carry on the ordinary business of the Partnership when and as may be authorized by Limited Partners then holding not less than sixty percent (60%) of the Limited Partnership Units, it being understood, however, that any such action which is in the ordinary course of the Partnership's

business and does not make it impossible to carry on the ordinary business of the Partnership may be taken by the General Partner without the approval of the Limited Partners;

(i) Take all other actions, enter into or modify all other agreements and transactions with any other parties and execute all other documents and instruments of any kind, which the General Partner may deem necessary or appropriate in carrying out the purposes of the Partnership, provided the same has been authorized by the Limited Partners if and to the extent required by the express terms hereof;

(j) Deposit Partnership funds in an account or accounts to be established at such time or times in any bank or banks and authorize withdrawals of such funds by such persons, at such times, and in such amounts, as the General Partner may determine; and

(k) Compromise or settle any obligation of any Limited Partner to the Partnership with respect to any capital contribution to be made by such Limited Partner to the Partnership or otherwise.

Any authorization required by the Limited Partners for any action to be taken by the General Partner as aforesaid may be obtained by the General Partner in accordance with the provisions of Section 12.11 hereof.

Section 5.3 Compensation of General Partner.

The General Partner shall not be entitled to any compensation from the Partnership, excepting, however, (i) for such distributions to which the General Partner may become entitled in accordance with the express provisions of this Agreement, and (ii) the General Partner shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by the General Partner in connection with the business of the Partnership and the performance of its duties hereunder. The foregoing provisions of this Section 5.3 shall in no way limit any rights of the General Partner provided for or referred to in Section 6.4 hereof.

ARTICLE VI

OTHER MATTERS RELATING TO GENERAL PARTNER; INDEMNIFICATION

Section 6.1 Conflicts of Interest.

(a) The General Partner shall not, and shall cause its general partners not to, during the term of the Partnership, engage in, or have any interest in or be employed or retained by any business or entity which is principally engaged in, any restaurant business other than that of the Partnership, or any business or activity other than that of the Partnership which uses the name "Grill 23 & Bar" or any other name under which the business of the Partnership is conducted, which business in either case is principally located anywhere within a one and one-half (1-1/2) mile radius of 330 Stuart Street, Boston, Massachusetts, unless the then Limited Partners are given a reasonable investment opportunity to participate in such business.

(b) Except as provided in subparagraph (a) above, (i) the General Partner, and its general partners, and their respective affiliates, shall have the right, for its and their own account or otherwise, to engage in, or have an interest in, or be employed or retained by or otherwise be connected or associated with any business, regardless of whether such business may be similar to or competitive with the business of the Partnership; and (ii) neither the General Partner nor its general partners shall be required to submit any business or investment opportunities to the Partnership or any of the Limited Partners for purposes of possible acquisition or participation by the Partnership or the Limited Partners.

(c) It is understood and agreed that, as between the General Partner on the one hand, and the Limited Partners and the Partnership on the other hand, the General Partner shall [subject to the provisions of subparagraph (a) above] have the sole and exclusive rights to the name "Grill 23 & Bar" and any other name, trade name, trademark or service mark which may now or hereafter be used in connection with the business of the Partnership, and any name, trade name, trademark or service mark similar thereto, and neither the Partnership nor the Limited Partners shall have any rights with respect to the use thereof, excepting only to the extent that the General Partner shall from time to time determine and except that the Partnership shall have the perpetual right to use all of the foregoing

in connection with the restaurant at 330 Stuart Street. Any such use of any such name, trade name, trademark or service mark by the Partnership shall be non-exclusive, it being understood that the General Partner and its general partners, and its and their affiliates, may, subject to the provisions of subparagraph (a) above, use and license others to use the same for any purpose whatsoever, including, without limitation, in connection with other businesses, regardless of whether any such business may be similar to or competitive with the business of the Partnership. In the event that Himmel-Rhodes Associates ceases to serve as General Partner of the Partnership, the Partnership's right to continue to use the name "Grill 23 & Bar" and any other name, tradename, trademark or service mark which may now or hereafter be used in connection with the business of the Partnership, shall be conditioned upon an agreement that the Partnership maintain the quality of the restaurant in connection with which such names and marks are used, in form and substance reasonably acceptable to Himmel-Rhodes Associates.

Section 6.2 Inquiry as to the Authority of General Partner.

No person or entity dealing with the Partnership shall be required to inquire as to the authority of the General Partner to take any action, make any commitment, enter into any contract, lease or other agreement, give any consent or approval or make any designation on behalf of the Partnership.

Section 6.3 Liability of General Partner.

The doing of any act or the failure to do any act by the General Partner which may cause or result in loss or damage to the Partnership or to the Limited Partners, shall not subject the General Partner to any liability to the Limited Partners or the Partnership unless done fraudulently or in bad faith or unless the same constitutes wilfull misconduct or gross negligence. Each Partner shall look solely to the assets of the Partnership for all distributions from the Partnership, and no Partner shall have any recourse therefor against the General Partner.

Section 6.4 Indemnification.

The Partnership shall indemnify, defend and hold each of the General Partner, and its general partners, employees, officers, attorneys and agents, harmless from and against all claims, demands, liabilities, judgments, fines, amounts paid in

settlement, and costs and expenses (including attorneys' fees) actually or allegedly arising out of, relating to, or connected with any act or omission of the General Partner, or any such other person or entity, in connection with the Partnership, provided, however, that such act or omission was not done fraudulently or in bad faith or unless the same constitutes wilfull misconduct or gross negligence. The indemnification rights herein contained shall be cumulative of and in addition to any and all other rights, remedies and recourses to which the General Partner or any such other person or entity shall be entitled, whether pursuant to this Agreement or otherwise.

ARTICLE VII

FISCAL AFFAIRS

Section 7.1 Fiscal Year.

The fiscal year of the Partnership shall be the calendar year.

Section 7.2 Books and Records.

The General Partner shall keep, or cause to be kept, full and true books of account of the Partnership in accordance with generally accepted accounting principles applied on a consistent basis. All of such books of account, together with a copy of the Certificate of Limited Partnership and any amendments thereto, shall at all times be maintained at the principal office of the Partnership, and shall be open to the inspection, examination, and copying at reasonable times by the Limited Partners and their respective agents. The General Partner shall, within three (3) months after the end of each fiscal year of the Partnership furnish to each Limited Partner financial statements of the Partnership for such fiscal year, containing a balance sheet of the Partnership as of the close of such fiscal year and an income statement of the Partnership for the twelve (12) months then ended. The U.S. Partnership Income Tax Return (and any applicable state income tax returns) shall be prepared by the accountants regularly retained by the Partnership, and appropriate tax information shall be submitted to the Partners together with the annual financial statements.

Section 7.3 Engagement of Independent Accountants.

The Partnership shall engage, at Partnership expense, Peat, Marwick, Mitchell & Company, or such other independent certified

public accountants as the General Partner shall from time to time designate, to assist in the maintenance of the Partnership's books and accounts, and to review (and audit if the General Partner shall deem an audit to be necessary or appropriate) the financial statements of the Partnership and to prepare the Partnership's tax returns.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

Section 8.1 Rights and Obligations of Limited Partners.

No Limited Partner shall be personally liable as such for any of the debts or obligations of the Partnership, and (without limitation of the obligation of each Limited Partner to make the capital contributions required in connection with his acquisition of Limited Partnership Units) the liability of any Limited Partner therefor shall be limited to such Limited Partner's interest in the Partnership, except to the extent otherwise provided in the Act. No Limited Partner shall take part in the control of the Partnership business, except as otherwise expressly provided herein, or transact any business for the Partnership in his capacity as a Limited Partner, and no Limited Partner shall have any power or authority to sign for or bind the Partnership.

ARTICLE IX

TRANSFER OF PARTNERSHIP INTERESTS

Section 9.1 Transfers by Limited Partners.

(a) (i) In the event that any Limited Partner [being hereinafter in this subparagraph (a) referred to as the "Selling Limited Partner"] shall receive a bona fide written offer (the "Offer") from a third party for the purchase of all, or any part, of such Selling Limited Partner's interest in the Partnership, and such Selling Limited Partner desires to sell such interest in accordance with the Offer, such Selling Limited Partner shall give written notice thereof to the General Partner and to the other Limited Partners. Such notice will include a copy of the Offer, identify the proposed transferee, include financial and other background information regarding the proposed transferee as may be reasonably required by the General

Partner and specify the purchase price per Limited Partnership Unit at which such offer to purchase was made. Such notice shall constitute an offer by such Selling Limited Partner to sell and transfer to the Partnership and the General Partner such interest of such Selling Limited Partner in the Partnership as stated in such notice for a purchase price per Limited Partnership Unit (the "offered price") equal to the purchase price per Limited Partnership Unit specified in such notice.

(ii) The Partnership may accept such offer as to all (but not less than all) of such Limited Partnership Units by giving such Selling Limited Partner written notice thereof within thirty (30) days after the date notice of the Offer is given to the General Partner and the Limited Partners by such Selling Limited Partner as aforesaid, provided that the Partnership shall accept such offer if such acceptance is authorized by Limited Partners then holding not less than sixty percent (60%) of the Limited Partnership Units other than the Limited Partnership Units which are the subject of such offer.

(iii) If the Partnership does not accept such offer as provided in subsection (ii) above, then all (but not less than all) of the Limited Partnership Units as to which such offer was not accepted as provided in subsection (ii) may then be purchased at the offered price by the General Partner, provided notice of the exercise of such right to purchase is given to the Selling Limited Partner by the General Partner within fifteen (15) days after the expiration of the thirty (30) day period referred to in subsection (ii) above.

(iv) If the Partnership and the General Partner do not elect to purchase all of the Limited Partnership Units offered for transfer, as aforesaid, the Selling Limited Partner shall have the right during a period of thirty (30) days following the expiration of the last to expire of such acceptance periods (and not before), to dispose of such Limited Partnership Units, to the transferee specified in the Offer, at a price and upon the terms and conditions specified in such Offer and not otherwise, provided, however, that all other conditions and provisions of this Agreement with respect to any such transfer shall have been complied with. After the expiration of such thirty (30) day period, the Selling Limited Partner shall not make or transfer any interest in the Partnership without again giving notice thereof to the other Limited Partners and General Partner as provided in this Agreement and permitting the Partnership and the General Partner and such other Limited Partners to purchase said interest in accordance with the foregoing provisions.

(b) Any purchase by the Partnership or the General Partner of any Limited Partner's interest in the Partnership in accordance with the provisions of subparagraph (a) above shall take place at the office of the attorneys for the Partnership not later than the thirtieth (30th) day following the last to expire of such acceptance periods.

(c) Notwithstanding the foregoing, the interest of a Limited Partner in the Partnership may be transferred to other Limited Partners, to a trust established by such Limited Partner for such Limited Partner's own benefit and/or for the benefit of members of such Limited Partner's immediate family, the trustee of which may transfer such interest to such beneficiaries in accordance with the terms of such trust, and shall, upon the death of such Limited Partner, be transferred to the personal representative of such Limited Partner, who may transfer such interest as appropriate to the heirs and legatees of such Limited Partner. Any such transfer may be made without compliance with the transfer requirements of subparagraph (a) above, provided, however, that all other conditions and provisions of this Agreement with respect to any such transfer shall have been complied with.

(d) Notwithstanding anything to the contrary herein, no Limited Partner may at any time effect a Transfer (as hereinafter defined) in whole or in part of such Limited Partner's interest in the Partnership unless and until all of the following conditions (and any other requirements hereof) are met:

(i) Such Transfer shall be made by means of an assignment in such form as shall be satisfactory to the General Partner and counsel for the Partnership;

(ii) The Partnership shall have received an opinion of counsel, in form and substance satisfactory to the General Partner, that the proposed Transfer is permissible under and does not violate applicable federal and state securities laws and regulations and does not adversely affect the tax status of the Partnership; and

(iii) The assignor and assignee and, if deemed necessary by the General Partner, all other Partners, shall have executed all such certificates and other documents and performed all such acts as the General Partner deems necessary or appropriate to effect and properly record a valid transfer and to preserve the rights, status and existence of the Partnership.

(e) The Partnership shall, after the effective date of any Transfer pursuant to the provisions of this Section 9.1 (other than any such Transfer made to the Partnership), pay all distributions on account of the interest in the Partnership so transferred to the transferee. Any interest in the Partnership which is transferred by any Limited Partner to any third party transferee in accordance with the provisions of this Section 9.1 shall be held by such transferee and subsequent transferees permitted hereby subject to all of the terms and provisions of this Article IX. No such transferee, except a transferee who is then a Limited Partner shall have the right to become a substituted Limited Partner unless the General Partner shall have consented thereto, an amended Certificate of Limited Partnership shall have been duly executed and filed in the appropriate public offices and the transferee shall have paid to the Partnership the estimated costs and expenses (including attorneys' fees and filing costs) incurred in effecting the substitution. On and after the effective date of any Transfer of any Limited Partnership Unit to the Partnership in accordance with the provisions of this Section 9.1, the interest in the Partnership represented by such Limited Partnership Unit shall no longer be a Limited Partnership Unit for the purposes of this Agreement and the Base Amount shall be reduced by an amount equal to the initial capital contribution to the Limited Partnership represented by such Limited Partnership Unit.

(f) The term "Transfer", as used herein, shall mean any sale, gift, disposition, transfer, assignment, encumbrance or pledge of, or any creation or attempted creation of any present or future interest, right or claim in or to, any partnership interest.

Section 9.2 Withdrawal of Limited Partners.

No Limited Partner shall have the right to withdraw from the Partnership.

Section 9.3 The General Partner.

The General Partner shall not, without the prior written consent of Limited Partners then holding at least seventy percent (70%) of the Limited Partnership Units, admit any additional general partner to the Partnership. The General Partner may not resign as such, withdraw from the Partnership or Transfer any interest of the General Partner in the Partnership. The General Partner shall not permit any partner of the General Partner to transfer any interest of such partner in the General Partner, except as permitted by Article X hereof.

ARTICLE X

DEATH OR DISABILITY OF A PARTNER OF THE GENERAL PARTNER - INCAPACITY OF THE GENERAL PARTNER

Section 10.1 Death or Disability of a Partner of the General Partner.

(a) The General Partner is a Massachusetts general partnership presently consisting of Kenneth Himmel and Jeffrey Rhodes as general partners. In the event that either of said individuals, or any successor general partner of the General Partner as permitted hereby, shall die or become "disabled" (as defined in the Partnership Agreement (the "General Partnership Agreement") of even date herewith between said individuals, the General Partner (acting by the remaining general partner of the General Partner) shall (i) give the Limited Partners prompt notice of such event, and (ii) nominate [by notice to the Limited Partners within six (6) months after such event] another natural person to become a substituted partner in the General Partner. Unless Limited Partners then holding sixty percent (60%) or more of all of the Limited Partnership Units shall notify the General Partner within thirty (30) days following such notice of such nominee that such Limited Partners disapprove of such nominee, the Limited Partners shall be deemed to have approved of such nominee becoming a substituted partner in the General Partner and, following such approval, the General Partner shall use its best efforts to consummate such substitution as promptly as practicable. The approval by each Limited Partner of any such nominee's becoming a substituted partner in the General Partner shall not be unreasonably withheld.

(b) The General Partnership Agreement provides that in the event of the death or disability of a general partner of the General Partner (i) the remaining general partner may acquire the entire interest of such deceased or disabled general partner in the General Partner, and (ii) such remaining general partner may transfer the right to acquire such interest to a nominee approved by the Limited Partners as aforesaid in order to effectuate such nominee becoming a substituted partner of the General Partner in accordance with the provisions of subparagraph (a) above. Notwithstanding the provisions of Section 9.3 above, in the event of the death or disability of a general partner of the General Partner, the remaining general partner of the General Partner, or the nominee to become a substituted general partner of the General Partner approved by the Limited Partners as aforesaid, may acquire the interest in

the General Partner of such deceased or disabled general partner in accordance with the provisions of the General Partnership Agreement.

Section 10.2 Incapacity of General Partner.

(a) The General Partner shall be deemed to be incapacitated for the purposes hereof at such time, if ever, as both of the general partners of the General Partner are deceased and/or disabled.

(b) In the event of the incapacity of the General Partner, then:

(i) This Partnership shall not be dissolved, but shall be continued by the Limited Partners, if the Limited Partners shall, within sixty (60) days after the occurrence of such event, appoint [by a consent of Limited Partners then holding at least sixty percent (60%) of the Limited Partnership Units] one or more Limited Partners, or another person or entity, to become the successor general partner of the Partnership; and

(ii) This Partnership shall be dissolved unless the Limited Partners make such appointment and such appointee(s) accepts such appointment to become the successor general partner of the Partnership, within such period and in the manner provided herein.

(c) No person or entity shall become a successor general partner of the Partnership prior to the adoption by such person or entity of this Agreement and thereby becoming bound as a general partner to all of the obligations of the "General Partner" contained in this Agreement. The interest, if any, of any such successor general partner in the Partnership shall be determined by the agreement of such general partner and all of the Limited Partners, provided, however, that such successor general partner shall not be entitled to receive any of the incapacitated general partner's interest in the Partnership from such incapacitated general partner or its successors and assigns.

(d) Upon the incapacity of the General Partner such General Partner shall no longer have the powers or duties of the general partner of the Partnership, provided, however, that the holder of the Partnership interest of such incapacitated partner shall continue to be entitled to receive the same profit and loss allocations and the same distributions hereunder as prior to the happening of such event and any such successor general partner shall not have any rights therein.

(e) If the Partnership shall not be dissolved and a successor general partner of the Partnership is appointed and accepts such appointment as aforesaid, then the Partnership may elect, upon the authorization of the Limited Partners then owning not less than sixty percent (60%) of the Limited Partnership Units), to purchase, within one hundred twenty (120) days of the acceptance of such appointment as aforesaid, the entire interest of such incapacitated general partner as a general partner in the Partnership for a purchase price equal to the "Appraised Value" of such Partnership interest as of the date of the last event giving rise to such incapacity. The successor general partner of the Partnership shall give such incapacitated general partner, or its successors and assigns, written notice of such election, specifying the date of purchase, not less than fifteen (15) days prior to the date of purchase so specified. The entire purchase price shall be payable in cash to such incapacitated general partner, or its successors and assigns, on the date of purchase; provided, however, that the Partnership may elect to pay such purchase price as follows: (i) an amount equal to twenty-five percent (25%) of such purchase price shall be paid concurrently with the date of such purchase, and (ii) the balance shall be paid in four equal annual installments on the first, second, third and fourth anniversaries of such date, together with interest on the balance of such purchase price from time to time unpaid at a rate per annum equal to the Prime Rate (as hereinafter defined), provided that security and/or guarantees for the payment of such balance and interest reasonably acceptable to such incapacitated general partner, or its successors and assigns, is provided by the Partnership. The term "Prime Rate", as used herein, shall mean the rate of interest from time to time announced as its "prime rate" by The First National Bank of Chicago. Any such purchase by the Partnership of the interest of such incapacitated general partner as a general partner in the Partnership as aforesaid shall not, by itself, release such incapacitated general partner from any obligation to the Partnership.

The "Appraised Value" of such Partnership interest as of the date of the last event giving rise to such incapacity shall be determined by Peter Ulin & Associates within thirty (30) days of the date of the Partnership's election to purchase. If such appraiser is unavailable or unable to make such determination within such period, such determination shall be made by such other qualified appraiser (i.e., one who, in addition to other qualifications, is an expert in appraising restaurant businesses) as the incapacitated general partner, or its successors or assigns, and the successor general partner shall

agree within fifteen (15) days following the expiration of such thirty (30) day period. If such parties are unable to so agree upon such substituted appraiser for such purpose within such fifteen (15) day period, then the incapacitated general partner, or its successors or assigns, and the successor general partner shall each forthwith [and in any event within the fifteen (15) days next following the expiration of such fifteen (15) day period] designate a qualified appraiser, who in turn shall jointly select a third qualified appraiser. Such third appraiser so selected shall independently make the determination of "Appraised Value" of such Partnership interest as of such date. The fees and expenses of all such appraisers shall be borne by the Partnership, and the determination of the Appraised Value of such Partnership interest in accordance with the provisions hereof shall be final, binding and conclusive upon the parties.

ARTICLE XI

DISSOLUTION AND WINDING UP OF THE PARTNERSHIP

Section 11.1 Dissolution of the Partnership.

The Partnership shall be dissolved upon the happening of the first to occur of the following events:

(a) the expiration of the term of the Partnership;

(b) the sale, condemnation or other disposition of all or substantially all of the assets of the Partnership;

(c) the termination or expiration of the term (including all extensions and renewals thereof) of the lease for the premises at which the Partnership business is conducted; and

(d) the dissolution of the Partnership pursuant to Section 10.2 hereof.

The Partnership shall not be dissolved by the death, incompetency, or admission of any Limited Partner, or by reason of any of the events described in Paragraphs 4 and 5 of Section 23 of the Act.

Section 11.2 Final Accounting.

Upon dissolution of the Partnership, an accounting shall be made of the Partnership's assets, liabilities and operations

from the date of the last previous accounting to the date of such dissolution.

Section 11.3 Liquidation; Distribution.

In the event of the dissolution of the Partnership, the General Partner (or in the event the dissolution is caused by events described in Section 10.2 hereof, a person or persons designated by Limited Partners then owning not less than sixty percent (60%) of all of the Limited Partnership Units) shall wind up the affairs of and proceed with the liquidation of the Partnership, and, after paying all debts and liabilities of the Partnership (other than loans or advances which may have been made to the Partnership by any of the Partners), including all costs of dissolution, shall distribute the remaining assets in the following order of priority:

(a) First, to the establishment of any reserves which the General Partner (or such other person or persons) may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. Such reserves shall be paid over to a bank or trust company in the Commonwealth of Massachusetts, as escrowee, to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned liabilities and obligations, and, at the expiration of such period as the General Partner (or such other person or persons) shall deem advisable, for distributing the balance thereafter remaining in the manner hereinafter provided;

(b) Next, to the repayment of loans or advances made by any of the Partners to the Partnership, such repayment to be made ratably in accordance with the unpaid principal amount of such loans.

(c) Any amount remaining shall be distributed among the Partners in the same manner as provided in Section 4.2 [including, without limitation, Section 4.2(d) hereof], without regard to actual Partnership capital account balances of the Partners which may exist or be determined for any other purposes.

Section 11.4 Return of Capital on Dissolution.

Except as and to the extent expressly provided in Section 11.3(c), no partner shall be entitled to the return of any portion of such Partner's capital contribution to the Partnership upon dissolution or otherwise.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1 Notices and Addresses.

All notices required to be given under this Agreement shall be in writing and shall be mailed by certified or registered mail or shall be personally delivered. Such notices as are mailed shall be mailed to the Partners at the respective addresses specified below their signatures on the counterparts of this Agreement executed by them or to such other address as any Partner may specify in a notice to the General Partner. Any notices to be sent to the Partnership shall be mailed to the principal office of the Partnership as specified herein or to such other address as the General Partner may specify in a notice sent to all of the Partners.

Section 12.2 Governing Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 12.3 Successors and Assigns.

Without limiting the effectiveness of Article IX hereof, this Agreement and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Partners, and their respective legal representatives, heirs, successors and assigns.

Section 12.4 Modifications to be in Writing.

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be effective or binding unless the same be in writing and signed by all of the Partners.

Section 12.5 Partition Action.

Each of the parties hereto irrevocably waives any right to maintain an action for partition with respect to property of the Partnership.

Section 12.6 Captions.

The captions herein are inserted for convenience of reference only and shall not affect the construction of this Agreement.

Section 12.7 Validity and Severability.

If any provision herein shall be held invalid or unenforceable, such shall not affect the validity or enforceability of any other provisions hereof, all of which other provisions shall, in such case, remain in full force and effect.

Section 12.8 Power of Attorney.

With respect to the Partnership, each of the Limited Partners hereby appoints the General Partner, with full power of substitution, his true and lawful attorney-in-fact to sign, acknowledge, file and record: (a) a Certificate of Limited Partnership, as well as any subsequent Amended Certificates of Limited Partnership, under the laws of the Commonwealth of Massachusetts or the laws of any other state in which such a certificate is filed; and (b) any other document or instrument which may be required to be filed by the Partnership under any laws or governmental rules and regulations, including certificates of assumed name, provided all of the foregoing are in accordance with the terms of this Agreement.

Section 12.9 Election Under Section 754.

The General Partner, on behalf of the Partnership, shall file an election under Section 754 of the Internal Revenue Code of 1954, as amended from time to time, when requested to do so by any Partner.

Section 12.10 Title to Partnership Property.

All property and assets of the Partnership shall be held in the name of the Partnership, or in a nominee trust for the benefit of the Partnership, except and to the extent all of the Partners may otherwise agree.

Section 12.11 Authorizations and Actions by Limited Partners.

Any authorization, designation, approval or other action which is required or permitted to be made, given or taken by the Limited Partners in accordance with the provisions of this

Agreement shall be effective when so made, given or taken by any means and at any time or times by Limited Partners holding at least the number of Limited Partnership Units required for such action by the terms of this Agreement, and, except as otherwise expressly provided herein, there shall be no requirement that (a) such Limited Partners act together, (b) there be any meeting of Limited Partners, or (c) there be any notifications, solicitations or pollings of the Limited Partners, with respect to any such matter.

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement as of the date first above written.

GENERAL PARTNER:

HIMMEL-RHODES ASSOCIATES,
a Massachusetts general partnership

By: Kenneth A. Himmel
Kenneth A. Himmel

By: J. Rhodes
Jeffrey J. Rhodes

LIMITED PARTNERS:

JJ Rhodes

PLEASE PRINT:

Name: Jeffrey J. Rhodes
Address: 875 North Michigan Avenue
Suite 1360
Chicago, Illinois 60611

Kenneth A. Himmel

PLEASE PRINT:

Name KENNETH A. HIMMEL
Address 330 STUART ST.
BOSTON, MASS 02116

PLEASE PRINT:

Name
Address

PLEASE PRINT:

Name
Address

EXHIBIT A

INITIAL CONTRIBUTIONS BY GENERAL PARTNER

All of the right, title and interest of the General Partner and of either partner in the General Partner in plans, specifications and agreements (excluding partnership agreements) relating to the development or operation of the Restaurant and in the lease relating to the premises intended to be occupied by the Restaurant at 330 Stuart Street, Boston, Massachusetts.

12680

Formation

Berkeley Place Restaurant Limited Partnership

Name of Limited Partnership

Formation -- Amendment [illegible] General Laws, Chapter 109

Filed in the Office of the Secretary of State Nov. 5, 1982

Michael Joseph Connell

FEE PAID

~~75.00~~ 150.00

NOV - 5 1982

CASHIERS
SECRETARY'S OFFICE

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150-2358
Telephone: (617) 727-3040
Fax: (617) 727-1510

Jean M. Lorizio, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Applicant Name: Berkeley Place Restaurant Limited Partnership d/b/a Grille 23

Primary Contact Person for Applicant:

Name: Andrew J. Moles Esq.

Tel. No.: (617) 946-4600

Email Address: amoles@mqmllp.com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23 for the following individuals and/or entities (use additional pages if necessary):

		% ownership in license	Control over operation of license?
Name	Please see attached hereto.	%	◯ Yes ◉ No
Name		%	◯ Yes ◯ No
Name		%	◯ Yes ◯ No
Name		%	◯ Yes ◯ No
Name		%	◯ Yes ◯ No
Name		%	◯ Yes ◯ No

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

☒ Criminal Offender Record Information ("CORI") Authorization Forms

☒ Beneficial Interest Form (Individual or Corporation)

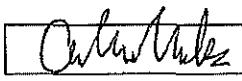
☒ Identity of Individual(s) and/or Entities

Please attach a flow chart of the Applicant's organizational ownership structure, including the percentage of ownership for each person/entity. If an entity is a public corporation, please indicate that on the chart.

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages, if necessary):

Please see attached.

I do hearby declare under the pains and penalties of perjury that I have personal knowledge of the infomation submitted in this Exemption Request, and as such, affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signature: 

Title: Attorney

Date: 2/24/2023

February 23, 2023

Ralph Sacramone, Executive Director
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

RE: Beneficial Interest Disclosure Exemption Request
Berkeley Place Restaurant Limited Partnership d/b/a Grille 23
19 North Water Street, Nantucket, Massachusetts 02554

Dear Executive Director Sacramone:

Berkeley Place Restaurant Limited Partnership (the "Applicant") respectfully requests exemption from the disclosure requirements of M.G.L c. 138, §§ 15A & 23 for some of the individuals and entities that hold a beneficial interest in the licensee entity, as shown on the accompanying organizational chart. (Please see *Ownership Interest Structure* attached hereto as Exhibit A). The Applicant is a limited partnership in which many different individuals and entities have an ownership interest in. All but three of those individuals and entities are merely passive investors in the Applicant and do not have any control over nor participate in the day-to-day operations of the licensee entity. Therefore, the Applicant is requesting a beneficial interest disclosure exemption of those individuals and entities that are merely passive investors with no direct managerial control over the Applicant.

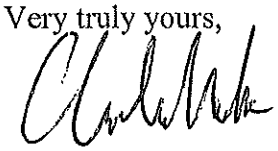
The Applicant is not requesting a disclosure exemption for the three individuals, Kenneth A. Himmel, Kenneth G. Himmel, and Brian Sommers, who will control and actively participate in the day-to-day operations of the licensee entity. All three individuals have been disclosed in the Application for a New Seasonal All Alcoholic Beverages Restaurant License and have provided individual CORI Forms. These three individuals are the only ones who will have any direct oversight and control of the day-to-day business operations of the Applicant.

Outside of Kenneth A. Himmel, Kenneth G. Himmel, and Brian Sommers, the remaining individuals and entities that hold a membership in the Applicant will not have authority nor control over the licensee entity. Further, they will not participate in the business affairs nor management of the Applicant. The remaining individuals and entities with a membership interest in the Applicant are therefore merely passive investors in the Applicant. As a result, requiring the disclosure of the identities of the passive investors, including all individuals and entities who have no authority or control over licensee entity, would result in undue hardship to the Applicant.

The Applicant has, however, comported with the disclosure requirements of M.G.L c. 138, §§ 15A & 23 and disclosed all individuals in the application, including the Manager of Record, who have direct control and oversight over the licensee entity. Finally, the beneficial interest holders are familiar with the rules, regulations, and requirements of operating a restaurant with an All-Alcoholic Beverages Restaurant License.

Please contact our office with any questions or requests for further information as it relates to this request.

Very truly yours,



Andrew J. Moles, Esquire
amoles@mqmllp.com

TPM/ajm
Enclosures

EXHIBIT A

Berkeley Place Restaurant Limited Partnership's Ownership Interest Structure

Individual Name/Entity Name	Percentage of Ownership
Kenneth A. Himmel	6%
Brian G. Sommers	1.5%
William W. Bain, Jr.	1.25%
Susa Weber	.5%
Back Bay Restaurant Associates	2.5%
Estate of Leroy M. Merritt	1.5%
Myron Miller	5%
Helen Milner	1%
Kimberly K. Nomitch Trust	1%
Ronald T. Plotka	1%
Thomas J. Pritzger	1.5%
Kenneth A. Himmel Revocable Trust	3%
Wesley Irvine, Jr.	2%
Karen Klutznick	1.5%
Kohn Pederson Fox Conway Investors	2%
Barry Mansur	1%
Robert Marr	1%
Francis Associates Mr. William F. McCall	2.5%
Mark H. Berey	.5%
Anthea Christian	1.5%
Paraffin Partners Limited	1%
John D. Halpern	1.25%
Alan Green	1%
Lewis Heafitz	3%
Walsh Higgins Associates	2.5%

Michael T. Putziger	.5%
Myrna Putziger	.5%
Estate of Jeffrey J. Rhodes	3.5%
Richard T. Robertson	1%
Jonathan Sommer	1%
Elizabeth N. Starr	1%
Ronald Terwillinger	1.5%
James R. Treptow	1%
Gary Wilson	1%
Sally Rose Howard	2%
Janet A. Himmel Revocable Trust	26.5%
ACI Limited Partnership	12.5%

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TEMPORARY LICENSE

THIS TEMPORARY LICENSE ("**License**" or "**Agreement**") is made as of the 21st day of February, 2023 by and between WHITE ELEPHANT HOTEL RESIDENCES LLC, a Delaware limited liability company, having a mailing address c/o New England Development, 75 Park Plaza, Boston, Massachusetts 02116 ("**Licensor**") and BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP, a Massachusetts limited partnership, having a mailing address at 20 Park Plaza, Suite 1102, Boston, MA 02116 ("**Licensee**").

RECITALS

Licensee has requested that Licensor make certain Licensed Premises, as defined below, available for Licensee's use, as more particularly described below. The Licensed Premises are located in the building commonly referred to as the Inn at White Elephant (hereinafter referred to as the "Building"), located in Nantucket, Massachusetts, which Building along with the land surrounding said Building owned by Licensor shall hereinafter be referred to as the "Property."

Licensor and Licensee have agreed that Licensee may use Licensed Premises for the use hereinafter described under a license for a certain period of time in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, which the parties hereto acknowledge constitutes good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Basic Data. The following sets forth basic data hereinafter referred to in this License Agreement, and, where appropriate, constitute definitions of the terms hereinafter listed.

Licensed Premises:	Consisting of approximately 5,147 square feet, including the kitchen, the entire ballroom (approximately 2,675 square feet), the foyer (approximately 956 square feet) and the boardroom (approximately 416 square feet) as outlined in red on **Exhibit "A"** attached hereto. It is understood and agreed that **Exhibit "A"** is only intended to show the approximate location of the Licensed Premises and for no other reason.
Term:	From the Commencement Date (as hereinafter defined) through and including July 19, 2023 and July 22, 2023 through and including noon on July 29, 2023 (the "**Expiration Date**") unless sooner terminated as provided herein. For purposes of clarification, the Term of this Agreement shall not include July 20-July 21, 2023 and Licensee shall have no right to use

	the Licensed Premises during this time (and if requested to do so by Licensor, Licensee shall, at its sole cost and risk, remove and store its furniture and other equipment in a storage pod to be provided by Licensee, at its cost, and in a location reasonably approved by Licensor. Otherwise, License may leave its equipment and other property in the Licensed Premises during such period, at its sole risk and Licensor shall have no liability to Licensee for any loss or damage to equipment or other property located therein).
Commencement Date:	The earlier of (i) Opening, or (ii) 9:00 a.m. on July 5, 2023.
Licensee's Trade Name: (Section 8(j))	G23 ACK
Licensee's Federal I.D. No.:	
Basic Charge Payment: (Section 3)	The Basic Charge shall be as determined pursuant to Section 3(c) below.
Permitted Use: (Section 5)	Only as a first-class, high quality restaurant with table service serving food for on-premises and off-premises consumption, including, without limitation, the sale of alcoholic beverages for on-premises consumption only in accordance with Section 15 hereof and uses ancillary thereto. In accordance with the foregoing, Licensee shall serve lunch and dinner in the Licensed Premises to the general public as well as to guests of the Property on service days (as set forth in Section 17 herein) during the Term hereof (lunch shall be served between 1:30 p.m. and 4:00 p.m., and dinner to be served between 5:30 p.m. and 10:30 p.m. The Licensed Premises shall be used for no other purpose or purposes.
Utilities Fee: (Section 9)	$3,000.00

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Security Deposit: **(Section 23)**	$10,000.00 due upon execution of this Agreement.

2. Licensed Premises and Term. Licensor hereby grants Licensee the license to use and occupy the Licensed Premises for the Permitted Use for the Term, subject to the following terms and conditions. Notwithstanding anything that may be implied from the provisions hereof, this Agreement grants to Licensee only a license to use the Licensed Premises, and no other right and no leasehold is created hereby. As appurtenant to the license granted hereunder, throughout the Term, Licensee and its employees, guests, and invitees shall have unrestricted access to and use of the restrooms adjacent to the boardroom and the areas outlined in black on **Exhibit "A"** attached hereto.

Licensee shall have access to the Licensed Premises during the month of June 2023, at such times and on such days as reasonably approved by Licensor solely for purposes of Licensee's design and business planning efforts, at no additional cost to Licensee; provided, however, that such access shall not interfere with the conduct of business of other tenants, licensees or occupants in the Licensed Premises. In addition, Licensee shall have access to the Licensed Premises (i) during the portion of the Term commencing at 9:00 a.m. on July 5, 2023 through July 9, 2023, to accept deliveries, set up the Licensed Premises and train Licensee's staff (but without the requirement to provide food services) (the parties hereby acknowledging that there are currently scheduled private events hosted by third parties on July 7 and July 8, 2023 in the Licensed Premises, and notwithstanding such events, Licensor shall allow Licensee access to the Licensed Premises during such times so long as the parties use commercially reasonable efforts to coordinate such deliveries, set-up and training in such a manner as to not interfere with such private events), and (ii) from July 28, 2023 through noon on July 29, 2023 to remove Licensee's equipment and property from the Licensed Premises.

3. Basic Charge; Percentage Charge.

(a) All checks for the Basic Charge and all other charges payable under this Agreement shall be made payable to Licensor, and shall be sent, until further notice c/o New England Development, 75 Park Plaza, Boston, Massachusetts 02116.

(b) Licensee shall pay to Licensor, without notice, demand or offset, a Basic Charge at the rates specified in Section 3(c) below. For and with respect to (i) each Basic Charge payment that is not paid when due, (ii) each returned check, and (iii) each statement of Gross Sales (as hereinafter defined) that is not submitted when due, Licensee shall pay to Licensor on demand a late charge in an amount equal to $25.00 for the purpose of defraying Licensor's administrative expenses relative to handling such overdue payment.

(c) Licensee shall pay to Licensor, as the Basic Charge, an amount equal to ten percent (10%) of all Gross Sales. The payments due for the Term shall be paid to Licensor within fifteen (15) days after the expiration of the Term and shall be accompanied by a statement of the Licensee's Gross Sales in accordance with the provisions of Section 3(c)(iii) of this Agreement.

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(ii) The term "**Gross Sales**" as used herein is defined to mean the total mean the dollar aggregate of:

A. the sales prices of all food, beverages, goods, wares and merchandise sold, and the charges for all services performed by the Licensee at, in, on or from the Licensed Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Licensee in the Licensed Premises but delivery or performance thereof is made from or at any place other than the Licensed Premises, (ii) pursuant to mail, telegraph, telephone, computer or other technology based systems whether existing now or developed in the future, or other similar orders received, made or filled at or from the Licensed Premises, (iii) by means of mechanical and other vending devices in the Licensed Premises, (iv) as a result of transactions originating upon the Licensed Premises, and/or (v) which the Licensee in the normal and customary course of its operations would credit or attribute to its business upon the Licensed Premises, or any part or parts thereof;

B. all moneys or other things of value, including without limitation membership fees, sponsor fees, slotting fees, license fees and the like, received by the Licensee from its operations at, in, on or from the Licensed Premises which are not expressly excluded from Gross Sales by the other provisions of this definition.

"**Gross Sales**" shall not include (i) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by the Licensee, (ii) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both (a) added to the selling price or absorbed therein, and (b) paid to the taxing authority by the Licensee, (iii) service or similar sales fees imposed upon the Licensee by Mastercard, Visa, American Express and similar charge/credit card programs and paid by Licensee thereunder upon such charged credit sales made in the Licensed Premises by Licensee to its customers provided that (1) such charge/credit cards are accepted chain-wide by Licensee, (2) that such service fees are absorbed in (that is, paid from) the sales price at a competitive percentage and (3) in no event shall the aggregate amount of such excluded sales exceed three percent (3%) of gross sales, (iv) sales of fixtures or equipment after use thereof in the conduct of Licensee's business in the Licensed Premises and (v) tips or gratuities actually paid by customers of Licensee directly to employees provided that the same are separately stated on the sales slip. For avoidance of doubt, in no event shall there be deducted from Gross Sales refunds made upon transactions not included within Gross Sales in the first instance, including without limitation, internet sales not previously included within Gross Sales.

The phrase "**Gross Sales**" shall also include such Gross Sales made by any concessionaire, licensee or otherwise at, in, on or from the Licensed Premises; and such Gross

Sales made by sublicensees, concessionaires, or otherwise, shall be included in the reports provided for in this Agreement (but the foregoing shall not be construed to give the Licensee the right to sublicense, concession or license, which right shall be governed by the provisions of Section 10 hereof).

(iii) Licensee agrees without notice or demand from Licensor, within fifteen (15) days after the end of the Term hereof, to cause a statement of the gross sales of Licensee made at, in, on and/or from the Licensed Premises for such Term to be certified by an authorized officer of Licensee, and a copy of such statement certified by such accountant shall be delivered by Licensee to Licensor within such fifteen (15) day period, and such statement shall be accompanied by check of Licensee for the Basic Charge payable hereunder. Licensee shall utilize cash registers equipped with sealed continuous and cumulative totals (or computer equipment performing similar functions) to record all gross sales and which shall number consecutive rings. Licensee agrees to maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance with generally accepted accounting principles to assure the proper recording of all gross sales, sales returns and sales allowances.

All statements deliverable by Licensee to Licensor under this Agreement shall be delivered to the place where the Basic Charge is then payable, or to such other place or places as Licensor may from time to time direct by prior written notice to Licensee.

(iv) Licensee shall provide and use such devices or systems for recording sales as Licensor shall approve and shall keep for at least twelve (12) months after the expiration or termination of this Agreement all books and records showing all Gross Sales and number of transactions derived from the Licensed Premises (during such twelve-month period, Licensor may access the devices and save any information on the devices pertaining to the Licensed Premises that it wishes to retain on a confidential basis). Licensor shall have the right, within such twelve-month period after the expiration or termination of this Agreement, to audit Licensee's Gross Sales and to examine all of Licensee's books and records that would normally be examined in performing an audit of Licensee's Gross Sales, and Licensee shall make all such records available to Licensor for inspection at the Property or at Licensee's offices in Boston, Massachusetts. This right shall survive the expiration or earlier termination of this Agreement. Licensee shall pay promptly to Licensor all additional percentage charge properly payable to Licensor as determined by such audit, together with accrued interest thereon calculated as stated in Section 13. Licensor shall promptly refund to Licensee any overpaid additional percentage charge paid by Licensee as determined by such audit.

(d) Licensee agrees that Licensee shall hold in confidence any monetary obligations of Licensee hereunder, except that Licensee may disclose such information to any of Licensee's employees, agents, attorneys and accountants, and to any prospective or then existing lender, purchaser or other transferee, or as required by law, or in connection with any legal process or request of any court or governmental agency. Licensor agrees that Licensor shall hold in confidence any monetary obligations of Licensee hereunder, any Gross Sales information obtained by Licensor as a result of (i) any audit or inspection of Gross Sales, (ii) receipt of any statement of Gross Sales, or (iii) any other method except that Licensor may disclose such information to any of Licensor's employees, agents, attorneys and accountants, and to any

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prospective or then existing lender, purchaser or other transferee, or as required by law, or in connection with any legal process or request of any court or governmental agency.

4. No Partnership. It is understood and agreed that Licensor shall in no event be construed or held to be a partner or associate of Licensee in the conduct of Licensee's business, nor shall Licensor be liable for any debts incurred by Licensee in the conduct of Licensee's business; but it is understood and agreed that the relationship is and at all times shall remain that of Licensor and Licensee.

5. Use. The Licensed Premises shall be used by Licensee (and only by Licensee) for the purposes set forth in the part of Section 1 hereof entitled "Permitted Use"; and for no other purpose or purposes. In the event Licensor determines, in Licensor's sole judgment, that the Licensed Premises are not being used in accordance with the provisions of this Section, and such use continues after written notice to Licensee and a reasonable period for Licensee to cure the same, such continuation shall constitute a material default hereunder for which Licensor may revoke and terminate this license agreement as set forth in Section 12 hereof. Licensee agrees that it will not assign this license agreement (without limitation, any transfer of control over Licensee's operations hereunder constituting an assignment for the purposes hereof) or sublicense the whole or any part of the Licensed Premises. Licensee agrees that in view of the irreparable harm which may be created, Licensor may enforce this provision by injunction issued ex parte.

6. Condition of Licensed Premises; Alterations. Licensee accepts the Licensed Premises in its "as-is" condition as of the date hereof without any obligation on Licensor's part to perform any work with respect thereto. The foregoing shall not limit the maintenance and repair obligations of Licensor. Licensee, prior to the Commencement Date, shall be permitted to install fixtures and other equipment, and do other work, provided, however, that such activities of the shall not interfere with construction work of Licensor or the conduct of business or construction work of other tenants, licensees or occupants in the Property. Licensee shall not make any alterations, improvements, changes, modifications or installations (including Licensee's initial construction) on or about the Licensed Premises without the prior written consent of Licensor (which such consent shall not be unreasonably withheld, conditioned or delayed) and of the Nantucket Historic District Commission and such other state and local approvals (if so required). The size, design and manner of installation of all signs shall be subject to the prior written approval of Licensor (which such approval shall not be unreasonably withheld, conditioned or delayed) and subject to all applicable laws. In the event Licensee desires to make any improvements, alterations or modifications in, on or about the Licensed Premises, Licensee shall first submit plans to Licensor for approval and all improvements, alterations or modifications shall be in strict accordance with the plans and specifications approved by Licensor and in conformance with all governmental requirements. Licensee shall remove its sign upon termination of this License and repair any damage to related thereto. If Licensor removes the sign, a chargeback invoice will be issued to Licensee for the actual removal and repair costs.

Whenever Licensee shall request approval by Licensor of plans, drawings, specifications, or otherwise with respect to the initial alteration of the Licensed Premises, subsequent remodeling thereof, installation of signs including subsequent changes thereof, or the like,

Licensee specifically agrees promptly to pay to Licensor all reasonable third-party charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given. The charges under this paragraph are hereby waived with respect to the initial fit-up of the Licensed Premises.

Licensor hereby approves Licensee's plans to install two temporary removable bars in the Licensed Premises, subject to and in accordance with all applicable provisions of the Liquor License and all applicable laws. Licensee shall remove such temporary removable bars from the Licensed Premises, at Licensee's cost, on or before the expiration of the Term and Licensee shall repair any and all damage caused by such removal.

7. Indemnity and Insurance. Licensee agrees to indemnify and save harmless Licensor from and against all claims of whatever nature arising from any act, omission or negligence of Licensee or Licensee's contractors, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, occurring in or about the Licensed Premises or any other part of the Property where such accident, damage or injury results, or is claimed to have resulted, from an act or omission on the part of Licensee or anyone claiming by, through or under Licensee during the Term, except for any claims arising out of Licensor's negligence or willful misconduct (or the negligence or willful misconduct of Licensor's agents, contractors and employees).

Commencing on the date upon which Licensor delivers the Licensed Premises to Licensee and at all times thereafter, Licensee shall carry and maintain, at its sole cost and expense:

(a) Commercial General Liability ("**CGL**") insurance (or the successor, equivalent coverage), providing the broadest form of coverage then generally available from time to time, written on an occurrence basis, naming Licensee as the named insured and Licensor (and Licensor's reasonable designees as may be set out in a notice to Licensee from time to time) as an additional party insured on a primary and non-contributory basis, with a combined single limit of at least $5,000,000 per occurrence and $5,000,000 in the aggregate on a per location basis for all damage, loss and injury in or about the Property. In any event, such insurance shall include coverage for liabilities contractually assumed by Licensee under the provisions of this license agreement. Such total limit may be achieved by a combination of commercial general liability and umbrella / excess liability insurance policies provided such umbrella / excess liability policies are on a follow form basis. In the event Licensor requests an additional insured be added to such CGL policy as aforesaid, Licensee shall deliver an updated Certificate of Insurance to Licensor within three (3) business days of such request.

(b) "All Risks" or "Special Causes of Loss Form" property insurance covering Licensee's fixtures, merchandise and equipment and other personal property from time to time located in, on or about the Licensed Premises and all improvements to the Licensed Premises constructed or installed by Licensee, against loss or damage by fire with the usual all risks of physical loss endorsement (or the successor, equivalent coverage) in amounts equal to the full replacement cost thereof.

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(c) Worker's compensation insurance and employer's liability with a minimum of $500,000 or such greater amount as is required by the jurisdiction in which the Licensed Premises is located.

(d) If permitted pursuant to Section 1 hereof entitled "Permitted Use", in the event alcohol is served or sold from the Licensed Premises, then liquor liability insurance with a limit of not less than $5,000,000 per claim and $5,000,000 in the aggregate. If applicable, the required liquor liability insurance limit may be provided on a stand-alone liquor liability insurance policy or be added to the CGL and umbrella / excess liability policies provided the CGL policy has a dedicated primary liquor liability limit and the umbrella / excess liability policy provides excess liquor liability coverage on a follow form basis, combined.

The foregoing insurance shall be written by reputable and financially sound (having a A.M. Best's rating of at least A-VIII, or equivalent), duly licensed insurance companies and shall be noncancellable with respect to Licensor and the Property without at least 30 days' prior written notice to Licensor. See also **Insurance Summary Schedule** attached hereto and made a part hereof. In the event of a conflict between the **Schedule** and the provisions of this Agreement, the provisions of this Agreement shall control. Such insurance may be maintained under a "blanket" and/or "umbrella" policy covering the Licensed Premises as well as other locations, provided that Licensee shall furnish Licensor with evidence satisfactory to Licensor of the existence of such blanket policy in the form of a certificate of insurance, Licensee shall provide reasonably satisfactory evidence that such blanket policy specifically includes the Licensed Premises, that the minimum limits and self-insured retention for such policy satisfies the foregoing requirements and shall apply to each occurrence in the Licensed Premises, and that such policy affords substantially the same coverage as would be provided under an individual policy which satisfies the foregoing requirements.

Prior to the Commencement Date, and at any other time upon receipt of written request from Licensor, Licensee shall furnish to Licensor evidence of such continuous insurance coverage satisfactory to Licensor. Licensee shall deliver certificates evidencing such insurance to Licensor prior to delivery of the Licensed Premises to Licensee. **The Certificate of Insurance must be received and approved by Licensor together with the execution copies of the License Agreement or Licensee will not be allowed to open.**

Licensee agrees to use the Licensed Premises at its own risk, and further agrees that Licensor shall have no responsibility or liability for any loss of or damage to any property of Licensee arising from any cause whatsoever, including, without limitation, loss by theft or otherwise, except to the extent caused by the negligent acts or willful misconduct of Licensor, its agents, contractors and employees. Licensee further agrees that Licensor shall not be responsible or liable to Licensee or to anyone claiming by, through or under Licensee, for any loss or damage that may be occasioned by or through the acts or omissions of any person or occupant of the Property from any cause whatsoever, except to the extent caused by the negligent acts or willful misconduct of Licensor, its agents, contractors and employees. Licensee agrees that it will not knowingly do anything in or about the Licensed Premises, or knowingly bring in anything or keep anything thereon, which shall increase the rate of insurance on the Property or any portion thereof.

It is understood and agreed that Licensee assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise, except to the extent caused by the negligent acts or willful misconduct of Licensor, its agents, contractors and employees. Licensee agrees that with respect to any loss covered by insurance then being carried by it or required as aforesaid to be carried by it, Licensee releases Licensor of and from any and all claims with respect to such loss; and Licensee further agrees that its insurance company shall have no right of subrogation against Licensor on account thereof.

8. Rules and Regulations. Licensee agrees to abide by all of the following rules and regulations, all of which will be strictly adhered to by Licensee and all those from time to time occupying the Licensed Premises.

(a) Licensee shall obtain, at its own cost and expense, all municipal and governmental approvals, licenses, permits and certificates necessary for the operation of the Permitted Use at the Licensed Premises; comply with all laws, statutes, rules and regulations; and pay as an additional charge for any documentary stamps or other transfer fees or any other sales, use or taxes on rents or other taxes, impositions or levies as are required by any governmental authority.

(b) Licensee shall keep and maintain the Licensed Premises and the surrounding areas, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition in accordance with the general character of the Property, and comply with all rules and regulations generally applicable to licensees of the Property now in effect or as hereinafter effected by Licensor, including without limitation hours of operation.

(c) All trash, refuse, and the like, shall be kept in covered trash receptacles, which trash receptacles shall be kept within the Licensed Premises at all times, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law. If provision is made by Licensor for trash removal by a contractor, Licensee agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time, provided such rate competitive for similar services within the area. If Licensee fails so to pay for trash removal, Licensor shall have the same remedies (even if such payment is due to such contractor and not to Licensor) as Licensor has for nonpayment of the Basic Charge hereunder.

(d) No signs shall be maintained in or about the Licensed Premises unless the same shall have been approved in writing by Licensor, and any and all non-approved signs shall be promptly removed upon request of Licensor. Handwritten signs are specifically prohibited.

(e) Licensee shall not perform any act or carry on any practice which may injure the Licensed Premises or any other part of the Property, or cause any offensive odor, unreasonable vibration, or loud noise, (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Property. Licensor may contract with a licensed pest control contractor, which contract shall provide for a regular application of necessary pest control material within the Licensed Premises, and Licensee agrees

to pay within thirty (30) days of invoice therefor Licensee's share of all charges at the rates established therefor from time to time.

(f) Licensee shall promptly advise Licensor of anticipated closing date and make arrangements with the Licensor to conduct the close-out walkthrough.

(g) Licensee shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes in or about the Property. The foregoing shall constitute a continuing covenant which shall survive the expiration of the term hereof.

(h) Licensee shall pay all costs, expenses and damages (including reasonable legal fees) incurred by Licensor in connection with any default by Licensee beyond all applicable notice and cure periods.

(i) Licensee shall use the Licensed Premises only for the Permitted Use and operate its business in the Licensed Premises under Licensee's Trade Name. Licensee shall conduct its business at all times in a dignified manner and in conformity with the first-class standards of practice.

(j) Licensor shall at all times maintain the Building systems (including, without limitation, the heating and air conditioning systems serving the Licensed Premises) and temperature settings to fully and adequately heat and/or air-condition (as the circumstances require) the Licensed Premises.

If Licensee fails to observe any term or condition of this Agreement, and such failure continues after notice thereof by Licensor and a reasonable period in which to cure such failure given the circumstances, Licensor's representatives shall have the full right of self-help, doing any and all things which Licensee was otherwise required to do; and all actual, reasonable costs and expenses thus incurred shall be promptly reimbursed by Licensee to Licensor. In addition, Licensee shall be responsible for all repairs and replacement costs resulting from its overuse, misuse, or negligence with respect to its operations in and use of the Licensed Premises and the systems and equipment serving the Licensed Premises. If Licensee does not promptly remove from the Licensed Premises any items required to be removed by Licensee, Licensor may, at Licensor's option and after notice to Licensee, remove the same and shall not be responsible to Licensee for the disposition of such items, and Licensee shall reimburse Licensor promptly upon receipt of invoice for all actual, reasonable expenses incurred in connection with the removal, storage, and/or disposition of such items.

9. Utilities. Licensor shall cooperate and assist Licensee with the arrangement of telephone and/or internet service as may be required by Licensee, at Licensee's cost. In connection with all other utilities, including gas, steam, water, electricity, oil, sewer charges, municipal landfill user fees and all utilities necessary for heating and air conditioning provided by Licensor to the Licensed Premises, Licensee shall pay to Licensor a one-time fee equal to the Utilities Fee shown in Section 1 hereof throughout the Term hereof, payable at the same time and in the same manner as the Basic Charge.

Licensor shall not be liable in any way to Licensee for any interruption, failure or defect in the supply or character of the utilities furnished to the Licensed Premises by Licensor by reason of any requirement, act or omission of the utility company serving the Property with such utilities or for any other reason not attributable to Licensor's negligence.

Licensee covenants and agrees that at all times its use of any utility service (whether or not furnished by Licensor) shall never exceed the capacity of the mains, feeders, ducts and conduits bringing the same to the Licensed Premises or of the outlets, risers, wiring, piping, duct work or other means of distribution of such service to or within the Licensed Premises.

10. Assignment. Licensee shall not directly or indirectly (whether through transfer of stock, merger or otherwise) assign, mortgage, encumber or pledge its interest in this Agreement or its rights with respect thereto, or enter into any sublicense or concession in or on the Licensed Premises, under any circumstances.

11. Surrender; Holdover. At the expiration or termination of this Agreement, Licensee shall quit and surrender the Licensed Premises in clean, broom-swept condition and otherwise in the same condition as the date hereof, reasonable use and wear excepted, and, provided Licensee is not then in default of this Agreement, Licensee shall remove its movable fixtures and equipment and any other movable property. Further, Licensee covenants and agrees, at its sole cost and expense, to repair any and all damage to the Licensed Premises resulting from or caused by such removal. In no event shall Licensee be entitled to remove any electrical (including light fixtures and bulbs), plumbing, heating, ventilating or air-conditioning systems, equipment or components. Any equipment or property not so removed by the expiration or termination date shall be deemed abandoned, but Licensee shall nonetheless remain liable for the reasonable cost of removal. In the event Licensee fails to quit and surrender as required herein, Licensor shall have all remedies available at law or in equity for Licensee's failure so to do. In addition to such remedies, Licensee further agrees that any holding over by it which has not been consented to in writing by Licensor shall be solely at Licensee's risk but shall be at three times of the Basic Charge and other charges in force and applicable immediately prior to the expiration or earlier termination of the term hereof, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this license agreement so far as applicable. Nothing herein shall be construed to prohibit Licensor from immediately instituting eviction proceedings against Licensee, notwithstanding the collection by Licensor of payment during any holdover period. In addition and without limitation of the foregoing, Licensor may exercise any rights or remedies Licensor may have hereunder or at law, including collecting any damages suffered by Licensor and arising from Licensee's failure to so surrender the Licensed Premises.

12. Default Clause. If Licensee fails to cure any default with respect to the performance of any of the terms, conditions or covenants of this Agreement within five (5) business days after notice to do so (which time period may be reduced in the event of an emergency), or if Licensee fails to make any payment of charges (including the Basic Charge) due herein within five (5) business days after payment for the same is due, Licensor may revoke and terminate this License upon not less than five (5) business days' prior notice to a representative of Licensee in the Licensed Premises, and this License shall forthwith be revoked and terminated. Upon such revocation and termination, Licensee shall remove all of Licensee's goods and effects and the provisions of Section 11 above regarding surrender shall be applicable;

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and Licensee also shall compensate Licensor for all payments due to the date of said termination and surrender.

13. Interest. All payments becoming due under this license agreement and not paid when due shall bear interest from the applicable due date until received by Licensor at the lesser of: (i) four percent (4%) per annum above the prime rate as published in the Wall Street Journal from time to time and if such rate is not published, then four percent (4%) per annum above the prime rate publicly announced from a national bank selected by Licensor from time to time; or (ii) the highest lawful rate of interest permitted at the time in The Commonwealth of Massachusetts.

14. Restaurant Provision. Licensee covenants and agrees that during the term of this License, Licensee will conduct in the Licensed Premises a high-grade operation serving first-quality food for on-premises consumption, and that the Licensed Premises will be kept clean at all times. Licensee agrees to use commercially reasonable efforts which may be necessary to minimize odors and noises in the Licensed Premises and emitted therefrom. Licensee further agrees that it will, promptly upon receipt of written notice from Licensor, take whatever steps may be reasonably necessary in order to comply with improvements of food, service, appearance, and the like in the Licensed Premises, as reasonably requested by Licensor from time to time; and failure so to do shall be deemed to be a material default hereunder, invoking all of the provisions with respect to default contained in this instrument. In addition, whether installed within or outside of the Licensed Premises, any so-called grease traps/interceptors and hoods shall be cleaned and maintained by Licensor on a regular schedule and in accordance with any applicable governmental authorities. In the event that Licensee fails to perform Licensee's obligations, Licensor may, after notice to Licensee and a reasonable opportunity to cure, perform, on behalf and at the expense of Licensee, in accordance with the terms of this License. In addition, in accordance with the terms of Section 16 of this License, Licensor shall have the right to access the Licensed Premises to conduct such cleaning and maintenance of the grease traps/interceptors and hoods and for periodic inspections of the hoods, exhaust ducts and fans (provided Licensor notifies Licensee in compliance with Section 16 hereof and provided further Licensor's access shall not unreasonably interfere with Licensee's use of the Licensed Premises or the operation of its business therein).

15. Sale of Liquor. Without limiting any requirements or conditions of this License, Licensee shall obtain, prior to the use of the Licensed Area and at Licensee's sole cost and expense, all licenses, permits and approvals necessary for the Permitted Use, including without limitation, a so-called 7-day all alcoholic beverages liquor license (the "Liquor License") permitting Licensee to serve beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Licensed Premises seven (7) days per week, subject to and in accordance with all applicable provisions of law and this License. Licensee shall not disclose the financial obligations in this Agreement to any governmental authority in its submission for the Liquor License except to the extent required to obtain the Liquor License. Licensor shall obtain such modifications to the existing liquor license serving the property as may be necessary (if any) for the Licensed Premises to be eligible to obtain the Liquor License; provided that Licensee shall reimburse Licensor for its reasonable costs in connection with such modifications in an amount not to exceed Five Thousand and 00/100 Dollars ($5,000.00). Such reimbursement shall be

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made within ten (10) days following Licensee's receipt an invoice of such expenditures by Licensor.

Licensee further agrees throughout the Term of this Agreement to use all reasonable efforts and diligence to maintain their Liquor License in full force and effect and good standing, including, without limitation, the payment of all taxes assessed by the Commonwealth of Massachusetts or any division thereof in connection therewith, including, without limitation, meal taxes, employee withholding taxes, income taxes, sales taxes and the like. Upon request of Licensor, Licensee shall provide to Licensor a Certificate of Tax Good Standing issued by the Department of Revenue to evidence that all taxes associated with its Liquor License and its operation for business in the Licensed Premises have been paid in full. In the event Licensee fails to pay such taxes, the same shall constitute a monetary default by Licensee under this Agreement and Licensor shall have all remedies under this Agreement and at law in connection therewith.

Provided that Licensee obtains the Liquor License as aforesaid, Licensee shall have the right to sell liquor at retail for consumption within the Licensed Premises subject to and in accordance with all applicable provisions of the Liquor License and this Agreement. Licensee covenants and agrees to maintain order and decorum in and around all portions of the Licensed Premises, and if auxiliary personnel shall reasonably be required to maintain such order and decorum the same shall be provided by and at the expense of the Licensee whenever requested by the Licensor. For such period of time as Licensee shall sell liquor or other alcoholic beverages, Licensee agrees to maintain with a responsible and qualified insurance company approved by Licensor and with combined minimum limits of at least the minimum limits of the insurance specified herein plus minimum limits of coverage of at least $5,000,000 on an umbrella policy covering excess liquor law liability or such higher limits as Licensor may from time to time request, including the broadest available so-called liquor law liability insurance (sometimes known as "Dram Shop" insurance) which shall insure Licensor and Licensee and those claiming by, through or under Licensor adequately and in Licensor's good faith judgment against any and all claims, demands or actions for personal and bodily injury to, or death of one or multiple persons in one or more accidents, and for damage to property, as well as for damage due to loss of means of support, loss of consortium and the like. Certificates of such insurance shall be deposited with Licensor showing current insurance in force and all policies shall name Licensor and its designees (such designees to be provided to Licensee in writing in advance) as additional insured and shall provide that such policies will not be cancelled or coverage reduced without at least thirty days prior written notice to Licensor and such certificate shall evidence the same.

Licensee agrees that it shall not sell, transfer, pledge, hypothecate or otherwise transfer or encumber the Liquor License to or in favor of any party (other than Licensor), including, without limitation, any other Licensee or occupant of the Building, any assignee or sublessee of Licensee, or any transferee of Licensee's stock or survivor of any merger, reorganization or consolidation involving Licensee herein named.

Licensee agrees that all of its employees working in the Licensed Premises as servers or bartenders shall be so-called "TIPS" certified, or the then equivalent certified program prior to the Commencement Date though the Term of this Agreement.

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16. Licensor Reservation. Licensor reserves the right to (i) increase, eliminate, reduce or change the number, type, size, location, elevation, nature and use of any of the common areas or the buildings comprising the Property, (ii) make changes, additions, subtractions, alterations or improvements in or to such common areas of the Property including, but not limited to, the performance of construction work, improvements and repairs in and around the Property, but in so doing Licensor will use commercially reasonable efforts not to unreasonably interfere with Licensee's operations in the Licensed Premises, and (iii) enter the Licensed Premises at reasonable hours and with reasonable advance notice to perform any such work or repairs and/or to show to prospective tenants, licensees, investors, purchasers and mortgagees of the Property, but in so doing Licensor will use commercially reasonable efforts not to unreasonably interfere with Licensee's operations in the Licensed Premises.

17. Use of Licensed Premises. During the portion of the Term (i) commencing on July 9, 2023 and ending on July 19, 2023, and (ii) commencing on July 22, 2023 and ending on July 27, 2023, Licensee shall operate the Licensed Premises for its business, shall keep the Licensed Premises fully staffed, and shall be open from 1:30 p.m. to 4:00 p.m., and from 5:30 p.m. to 10:30 p.m. (without the requirement for seating after at 9:00 p.m. and in accordance with this Agreement, including without limitation, using commercially reasonable efforts to minimize noise) with a break in service between 4:00 p.m. and 5:30 p.m. For clarity, during the periods (x) commencing on July 5, 2023 and ending on July 9, 2023, and (y) commencing on July 20, 2023 and ending on July 21, 2023, and (z) commencing on July 28, 2023 and ending on July 29, 2023, Licensee shall not be required to be open for service. Licensor agrees to cooperate, at no cost to Licensor, in Licensee's efforts to move Licensee's furniture and equipment back into the Licensed Premises following the conclusion of the event on July 21, 2023 to enable Licensee to operate the Licensed Premises for its business on July 22, 2023 commencing at 1:30 p.m.

18. No Mechanic's Lien. Licensee shall be prohibited from encumbering the Licensed Premises in any manner. In the event that any mechanic's or similar lien, judgment, or encumbrance is filed affecting the Licensed Premises, then Licensee shall forthwith cause the same to be discharged of record by bonding, payment or otherwise.

19. Limitation of Liability. Notwithstanding anything contained to the contrary, Licensee agrees that neither Licensor nor any of its officers, managers, members, agents or employees, nor any of its general or limited partners, shall have any personal liability with respect to any of the provisions of this Agreement, and Licensee shall look solely to the equity of Licensor in the Property for the satisfaction of Licensee's remedies, including, without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms and provisions of this Agreement to be observed and/or performed by Licensor, subject, however, to the prior rights of any holder of any mortgage covering all or any part of the Property. No other assets of Licensor or any principal, partner, member, stockholder or manager of Licensor shall be subject to levy, execution or other judicial process for the satisfaction of Licensee's claim, and in the event Licensee obtains a judgment against Licensor, the judgment docket shall be so noted. This paragraph shall inure to the benefit of Licensor's successors and assigns and their respective principals. Under no circumstances shall either party ever be liable to the other for any indirect, special or consequential damages or loss of profits or the like for whatever the cause. Licensor agrees that neither Licensee nor any of

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its officers, managers, members, agents or employees, nor any of its general or limited partners, shall have any personal liability with respect to any of the provisions of this Agreement.

20. Fire or Other Casualty. Notwithstanding anything contained herein to the contrary, Licensee and Licensor shall each have the right to terminate this Agreement upon the occurrence of a fire or other casualty or other event of force majeure affecting the Property, or a taking of eminent domain or otherwise affecting the Property.

21. Brokerage. Each party warrants and represents to the other that it has dealt with no broker or finder in connection with the consummation of this Agreement, and in the event of any brokerage claims against Licensor predicated upon prior dealings with Licensee, or against Licensee predicated upon prior dealings with Licensor, each party agrees to defend the same and indemnify the other against any such claim.

22. Notices. Whenever, by terms of this Agreement, notice shall or may be given (a) to Licensor, such notice shall be in writing and shall be sent by reputable overnight courier service (with signature of recipient requested) or by registered or certified mail, postage prepaid, return receipt requested, addressed to Licensor at the address of Licensor set forth herein (or to such other address or addresses as may from time to time hereafter be designated by Licensor by like notice) or (b) to Licensee, such notice shall be in writing and shall be either hand delivered to Licensee or sent by reputable overnight courier services (with signature of recipient required) or by registered or certified mail, postage prepaid, return receipt requested to Licensee at the mailing address shown as Licensee's mailing address on the first page of this Agreement (or to such other address or addresses as may from time to time hereinafter be designated by Licensee by like notice). Notice from Licensor to Licensee may be given by Licensor's attorney on behalf of Licensor.

23. Security Deposit: Licensee agrees to pay Licensor the Security Deposit as shown in Section 1 hereof upon execution of this License Agreement. Licensee has agreed to deposit with Licensor the amount of the Security Deposit as security for the punctual performance by Licensee of each and every obligation of it under this Agreement. In the event of any default by Licensee, Licensor may apply or retain all or any part of the Security Deposit to cure the default or to reimburse Licensor for any sum which Licensor may spend by reason of the default. In the case of every such application or retention, Licensee shall, on demand, pay to Licensor the sum so applied or retained which shall be added to the Security Deposit so that the same shall be restored to its original amount. If at the end of the term, Licensee shall not be in default under this Agreement and shall have delivered to Licensor evidence of final utility service readings and payment thereof, the Security Deposit, or any balance thereof, shall be returned to Licensee within forty-five (45) days thereafter. No mortgagee or deed trustee, or anyone claiming by or through them including, without limitation, any purchaser at foreclosure, shall be responsible to Licensee for the Security Deposit unless it has received the Security Deposit from Licensor. If Licensor shall sell the Building and the land on which it stands, or shall otherwise assign or dispose of this Agreement, Licensor may assign and turn over the Security Deposit or any balance thereof to Licensor's grantee, lessee or assignee, and Licensee hereby releases and relieves Licensor from any and all liability for the return of said Security Deposit and shall look solely to said grantee, lessee or assignee, it being expressly agreed that this provision shall apply to each and every sale, conveyance or lease of the Property and said land or assignment or

disposition of this Agreement. Licensor shall not be required to deposit the Security Deposit in an interest-bearing account and said fund shall be returned to Licensee without interest.

24. Formula Business. As of the date hereof and at all times prior to and including the date on which Licensee opens for business to the public in the Licensed Premises, Licensee warrants and represents that it is not a so-called "formula business" as defined in Section 139-2 of the Nantucket Zoning Bylaw.

25. No Recordation. Licensee agrees not to record this Agreement.

26. Representations. Licensee represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state in which Licensee is organized. Licensee further represents and warrants that it has the power and authority to execute and deliver this License and perform its obligations hereunder. Licensor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state in which Licensor is organized. Licensor further represents and warrants that it has the power and authority to execute and deliver this License and perform its obligations hereunder.

27. Licensor Consent. The consent or approval of Licensor to or of any action by Licensee requiring Licensor's consent or approval shall not be deemed to waive or render unnecessary Licensor's consent or approval to or of any subsequent similar act by Licensee. Any consent required of Licensor in any provision of this Agreement shall be in writing and may be withheld by Licensor in its sole discretion unless the provision requiring such consent specifically states that Licensor shall not withhold such consent unreasonably. Wherever in this Agreement provision is made that Licensor shall not unreasonably withhold consent or approval or where any such standard is required as a matter of applicable law which cannot be waived by Licensee (and Licensee waives its rights under any such law to the extent permitted), Licensee's sole remedy for Licensor's breach of such agreement shall be limited to an action for injunction or declaratory judgment and in no event shall Licensor be liable for any damages to Licensee.

28. Subordination. This License is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect any of the Property and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages.

29. Miscellaneous; Governing Law. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Licensee agrees that this Agreement shall be deemed a "license" and that upon termination of this Agreement, or after the end of the Term, Licensor may remove Licensee from the Licensed Premises without need for resort to any judicial process. The parties hereto agree to waive trial by jury in any action, proceeding or counterclaim brought by either party, except where the law would invalidate such waiver. Licensee agrees not to interpose any counterclaim in any summary proceeding brought by Licensor relating to this Agreement other than compulsory counterclaims. This Agreement

contains the entire agreement between the parties and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought. This Agreement shall be governed by the laws of the state in which the Property is located.

30. Electronic Signature. The parties acknowledge and agree that they intend to conduct this transaction by electronic means and that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "**electronic signature**" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto executed this Agreement as of the date and year first above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LICENSOR:

WHITE ELEPHANT HOTEL RESIDENCES LLC,
a Delaware limited liability company

By: NED Manager LLC, its Manager

By: Stephen R Karp
Name: Stephen R. Karp
Title: Manager

By: DocuSigned by: Douglass E. Karp
5F6B224227474BE...
Name: Douglass E. Karp
Title: Manager

LICENSEE:

BERKELEY PLACE RESTAURANT LIMITED PARTNERSHIP, a Massachusetts limited partnership,

By: AMERICAN FOOD MANAGEMENT, L.P., a Delaware limited partnership, its general partner

By: Himmel Hospitality Group, LLC, a Massachusetts limited liability company, its general partner

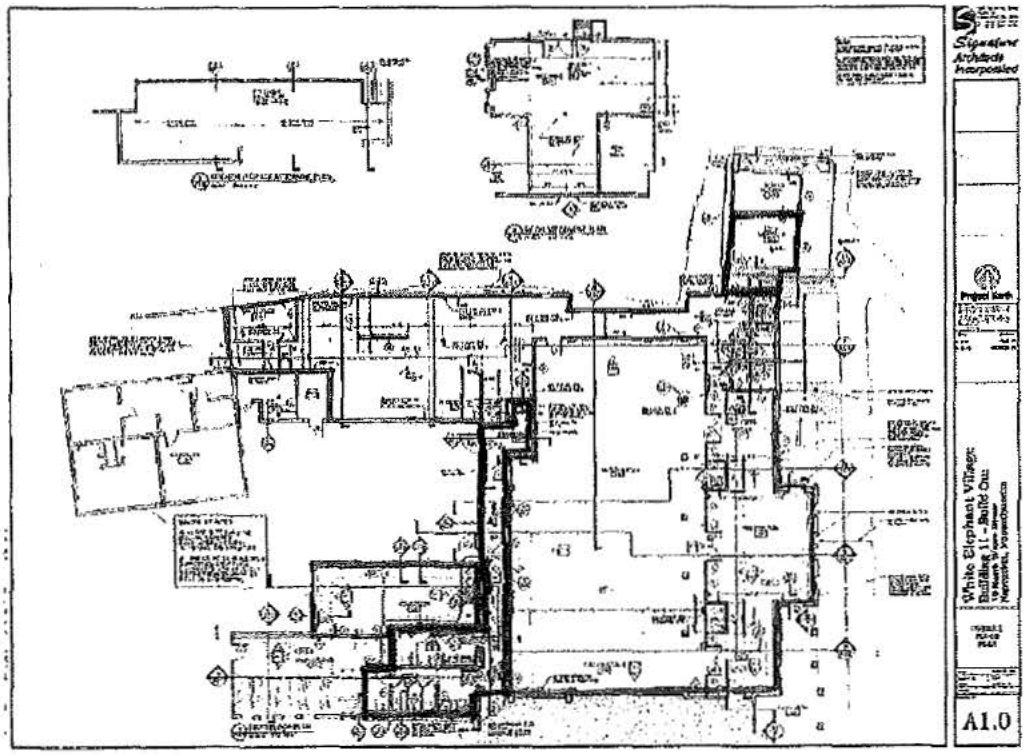
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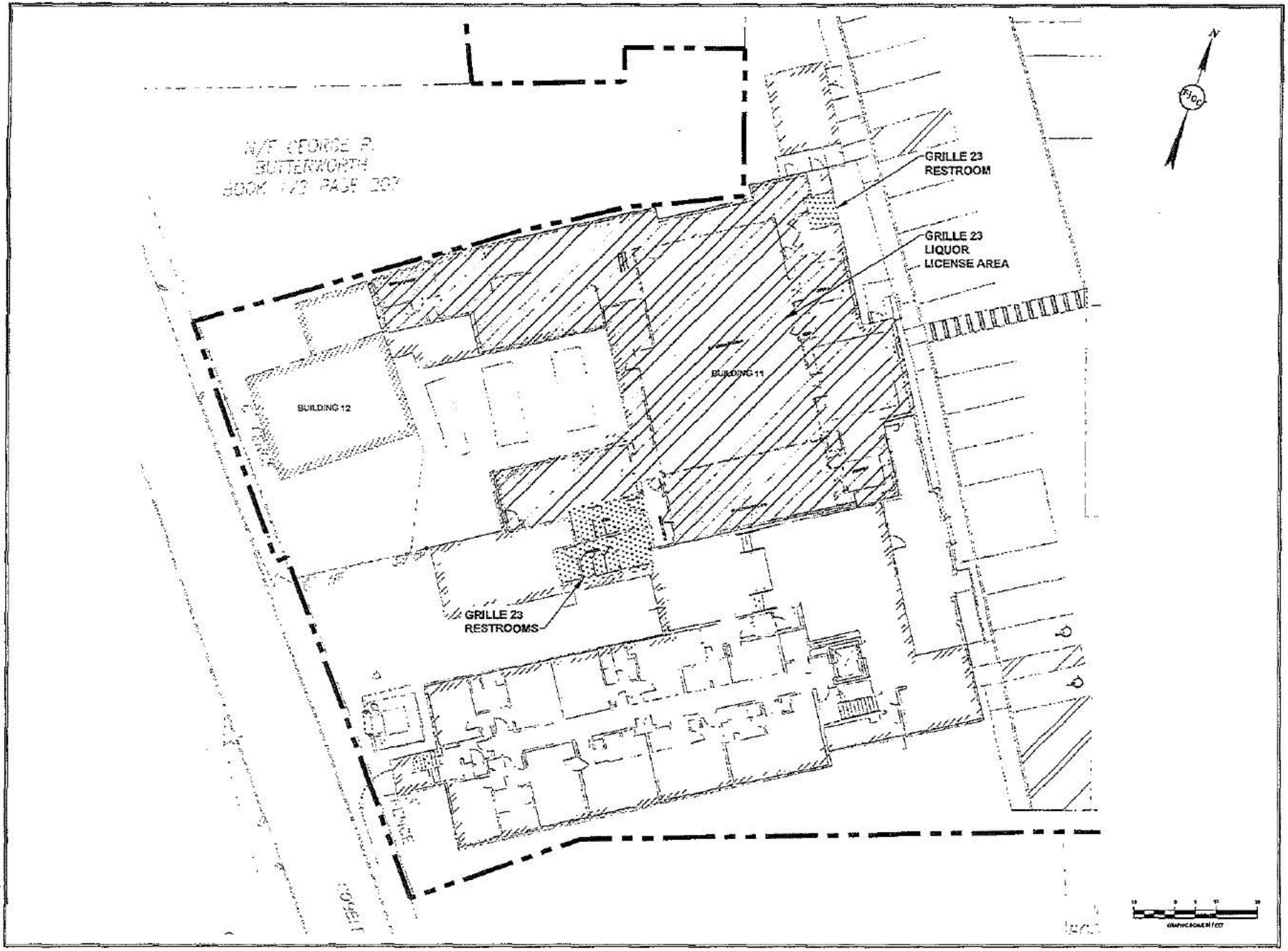
Its: _____

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EXHIBIT "A"

LICENSED PREMISES





RJOC

PREPARED BY:
RJO'CONNELL
& ASSOCIATES, INC.
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS

PREPARED FOR:
NANTUCKET
ISLAND RESORTS
10 AMELIA DRIVE
NANTUCKET, MA
508-325-1000

PROJECT NAME:
WHITE ELEPHANT
VILLAGE
NANTUCKET, MA

PROGRESS PRINT
Feb 22, 2023

DESIGNED BY:	AAA
DRAWN BY:	AAA
REVIEWED BY:	AAA
SCALE:	1" = 10'
DATE:	02/08/2023

DRAWING NAME:
GRILLE 23 LIQUOR
LICENSE EXHIBIT

DRAWING NUMBER:
EXH-A

PROJECT NUMBER:
21XXX

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Drawing Name: G:\Active Customers\Active Projects\White Elephant Village Ballroom\Docs\Grille 23 Liquor License Exhibit\grille 23 liquor exhibit - exh-a 2-22-23.dwg
Feb 22, 2023 - 12:18pm

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, March 15, 2023 at 5:30 PM to consider a New Common Victualler with Seasonal All Alcoholic Beverages Restaurant License and Entertainment License for Berkeley Place Restaurant Limited Partnership, LLC, d/b/a Grille 23, located at 19 North Water Street, Building 11, Nantucket, MA 02554, Matthew Harrington, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

Description of Proposed Premises:

The Licensed Premises is located in the building commonly referred to as the Inn at White Elephant Residences and consists of approximately 5,147 square feet, which includes a kitchen, a ballroom, a foyer, the boardroom, and three (3) entrances and exits.

Additional Application Information:

The proposed effective date of this new license is June 20, 2023. This space is currently part of the License for White Elephant Residences. An additional application has been submitted to remove the premises from the White Elephant Residences Licenses prior to the hearing for this New License.

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

LICENSE #: TBD

LICENSE FEE: $3900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALLER SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: **Berkeley Place Restaurant Limited Partnership**

DBA: **Grille 23**

PREMISES: **19 North Water Street Nantucket, MA 02554**

MANAGER: **Matthew Harrington**

ON PREMISES DESCRIBED AS:
The Licensed Premises is located in the building commonly referred to as the Inn at White Elephant and consists of approximately 5,147 square feet, which includes a kitchen, a ballroom, a foyer, the boardroom, and three (3) entrances and exits.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this day of , 20xx.

DRAFT

Chair, Select Board

THIS LICENSE IS VALID xx – JANUARY 15, xx

**Unless earlier suspended, cancelled, or revoked*

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

Agenda Item Summary

Agenda Item #	IX. 12 & 13
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

New Restaurant Application to Include: Common Victualler with Seasonal Wine and Malt Beverages with Cordials On-Premise License – Straight Wharf Fish Market, LLC, dba Straight Wharf Fish Market, 4 Harbor Square, Kevin Burleson, Manager.

Executive Summary

The Applicant seeks NEW Licenses for the operation of Straight Wharf Fish Market at 4 Harbor Square.

The Licenses under review in separate Public Hearings are:

- Common Victualler (seated food service) with Seasonal Wine and Malt Beverages with Cordials Restaurant Liquor License
- Non-Live Entertainment License for Interior Spaces.

This location has been the site of a Common Victualler and food establishments – most recently known as Straight Wharf Fish Store and Stars Ice Cream. There is no history of a liquor license at this location.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- Harbor Square is in the downtown Historic District and within walking distance of the majority of restaurants, shops and transportation for the island. It is also adjacent to several residential structures on Old North Wharf.
- This location has previously been the site of food establishments – most recently known as Straight Wharf Fish Store and Stars Ice Cream. There is no history of a liquor license at this location.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	4
Seasonal Package Stores – All Alcohol:	4
Annual On-Premise Licenses:	44
Seasonal On-Premise Licenses:	41

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

- Multiple public comments were received by Licensing as of 3-9-23 and included in the packet.
- Several FOIA requests were received for packet materials, staff communication, and additional Licenses for adjacent establishments.
- Multiple residents were encouraged to attend the hearing to share their comments as well.

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

- The Straight Wharf Fish Market property is in the heart of the Harborside Commercial area and Boat Basin in the Historic District.
- There are 5-6 similar licensed establishments within 500 ft of this location.
- The location is also adjacent to multiple residential buildings on Old North Wharf

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

- The Applicants currently operate an adjacent licensed establishment and both principals have long term experience in the Nantucket Restaurant industry.

Background/Discussion

Please see attached layout and site plans for further information on the renovations to the premises by the owner of the property. The location was formerly home to food establishments for mostly take-out service. This application adds a 62 seat restaurant with 48 interior seats and 14 on the harbor side dock. There will also be take-out service in addition to the on-premise dining area.

There are no plans for a bar – only seated dining. Expected hours of operation are 10am - 10pm. No plans for late night service.

This application requests to serve Wine and Malt Beverages with Cordials. The Board has issued this type of licenses in the past – both have since upgraded to All Alcohol. Please see legal definition of Cordials below:

''Liqueur or cordial'', all alcoholic beverages manufactured or produced by mixing or redistilling neutral spirits, brandy, gin, or other distilled spirits with or over fruits, flowers, plants or pure juices therefrom, or other natural flavoring materials, or with extracts derived from infusions, percolations, or maceration of such materials and containing no less than two and one-half percent sugar by weight.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M







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

N/A

Attachments

New Liquor License ABCC Application and Floor Plans; ABCC Summary Form; Draft Liquor and Entertainment Licenses; Public Comment and related documents







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

APPLICANT INFORMATION

Name of Licensee: Straight Wharf Fish Market, LLC

DBA: Straight Wharf Fish Market

Street Address: 4 Harbor Square

Zip Code: 02554

Manager: Kevin Burleson

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter

of the Acts of (year)

§12 Restaurant	Seasonal	Wines & Malt Beverages with Cordials/Liquors
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Entrance through the fish store to access main dining room of the clam shack. Off the dining room are two bathrooms and a small deck with seating for 14 guests. Upstairs office, a changing room, and dry storage.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/27/2023 Time

Advertised Yes ☒ No ☐ Date Published 03/01/23 Publication Inquirer and Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice 03/03023

Date APPROVED by LLA 03/15/2023 **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: noreply@civicplus.com
Sent: Thursday, February 16, 2023 12:25 PM
To: Licensing
Subject: Online Form Submittal: NEW LIQUOR LICENSE APPLICATION

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

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	Good morning Amy, Ann, and members of the Selectboard, My name is Kevin Burleson, and I'm writing this email on behalf of myself and Gabriel Frasca (my business partner), in regards to the new Straight Wharf Fish Market located at 4 Harbor Square. Gabriel and I have partnered up to take over the old Stars Ice Cream and Straight Wharf Fish Store building, and are pouring considerable resources into rehabbing that space and making sure that it is a vibrant part of the Nantucket Waterfront community for a long time to come. We are both very excited for this new adventure and opportunity that has presented itself for us. I've had the pleasure of calling Nantucket home since 2003 when I interned for the beloved Boarding House & Pearl restaurants. I cooked with the Raynors for over 10 years, and eventually became the opening chef of Corazon del Mar. I worked as a sous chef for Straight Wharf Restaurant for two years before taking over as operating chef for 167 for the past seven years. And now I'm thrilled for the opportunity to start my own business. Gabriel first worked on-island in 1997 at (of course) the Boarding House, and took over operations of Straight Wharf in 2006. He also owned and operated Provisions for almost a decade, and opened Ventuno, before selling to his partners there.

Straight Wharf Fish Market will be just that: a full-service waterfront seafood market and a casual, family-restaurant restaurant on the harbor. We will be selling local and sustainable fish with grab and go food in the fish market (which will be the main entrance), a robust take-out menu, and then we will offer our full menu in our dining room and at our outdoor seating. We will have approximately 60 seats, with 14 of them outdoors on the dock, the type of seating that is always in short supply on Nantucket. We aim to be that local clam shack that every Cape and coastal town has on the water, serving classics like clam rolls, fish sandwiches, lobster rolls, and a few modern touches as well. And, in consideration of Star's history, we hope to be able to offer soft serve ice cream. We expect to be open from early April through Christmas Stroll.

We are requesting a pouring license so that we can serve beer and wine ("Wine and Malt Beverages" as the kids say). We will NOT have a bar nor do we want late night crowds at the restaurant; our hours of operation will likely be 10-10 (at the latest). We simply would like the opportunity to offer beers on tap and in cans, as well as wine to pour and pair with our curated dishes.

We feel that Straight Wharf Fish will be the type of addition to the Nantucket landscape that feels like it has always been there. We truly hope you consider our proposal for a beer and wine license. We know this will greatly enhance the experience of our guests. We also look forward to welcoming you to our new space.

Warm regards,
Kevin and Gabriel

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)	straight wharf fish market
Doing Business As (D/B/A) (ex. Nantucket Cafe)	*Field not completed.*
First Name of Primary Contact	Kevin
Last Name of Primary Contact	Burleson

Title of Primary Contact	owner
Cell/Phone Number of Primary Contact:	315-807-9784
Email of Primary Contact	k.burleson83@gmail.com
Additional Contact	Gabriel Frasca
Additional Contact Email	gabrielfrasca@gmail.com

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address	4 harbor sq nantucket, ma 02554
Please describe the proposed licensed premises to include all seating, serving and strorage areas.	We are a casual clam shack style restaurant with attached fish market. There are 62 seats, 48 in doors and 14 on the harbor side dock.
Have you made or plan on making any renovations to the premises?	Yes
Describe renovations plan	Complete rehiblitation of existing building.
Change of Use	No
Planning Board/Zoning	*Field not completed.*
LIQUOR TYPE	On-Premise/CV: Restaurant
LIQUOR CLASS	Seasonal (April 1 - January 15)
LIQUOR CATEGORY	Wine and Malt Beverages with Cordials/Liquers
	(Section Break)
COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES	Seated Dining, Outdoor Dining, Take-Out, Lunch, Dinner

Describe Food and Beverage Plan	casual new england style clam shack pouring beer and wine for patrons of age. No Bar!
	(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	*Field not completed.*
Describe Entertainment Plan	*Field not completed.*

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	*Field not completed.*
Upload Documents	*Field not completed.*
Upload Documents	*Field not completed.*
Upload Documents	*Field not completed.*
ADDITIONAL COMMENTS, QUESTIONS	*Field not completed.*
SIGNATURE OF APPLICANT	Kevin Burleson

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) _____

ENTITY/ LICENSEE NAME Straight Wharf Fish Market

ADDRESS 4 Harbor Sq

CITY/TOWN Nantucket **STATE** MA **ZIP CODE** 02554

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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	Wines & Malt Beverages with Cordials/Liqueurs	Seasonal

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

We are seeking a seasonal pouring license for our casual, family-oriented clam shack, located adjacent to our fish store.

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: Straight Wharf Fish Market FEIN: _____

DBA: Straight Wharf Fish Manager of Record: Kevin Burleson

Street Address: 4 Harbor Square, Nantucket, MA 02554

Phone: _____ Email: k.burleson83@gmail.com

Alternative Phone: _____ Website: n/a

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.

Guests enter into the fish store, through which they can access the main dining room of the clam shack. Off the dining room are two bathrooms, and a small deck, with seating for 14 guests. Upstairs there will be an office, a changing room, and dry storage.

Total Square Footage: 2310 Number of Entrances: 6 Seating Capacity: 62

Number of Floors: 2 Number of Exits: 6 Occupancy Number: 99?

4. APPLICATION CONTACT

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

Name: Kevin Burleson Phone: 3

Title: co-owner Email: k.burleson83@gmail.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: Apr 16, 2021

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
Kevin Burleson			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
soc signatory	50	○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Gabriel Frasca			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
manaager	50	○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ 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

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
Gabriel Frasca	seas. on-prem. alcoh	Straight Wharf Restaurant	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
Gabriel Frasca	seas. on-prem. alcoh	Ventuno	Nantucket

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 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: Nantucket Island Resorts

Landlord Phone: 508.228.7501

Landlord Email: hwyner@nedevlopment.com

Landlord Address: 75 park plaza, Boston, MA, 02116

Lease Beginning Date: 01/01/2022

Rent per Month:

Lease Ending Date: 12/31/2033

Rent per Year:

Will the Landlord receive revenue based on percentage of alcohol sales? ◉ Yes ○ No

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Kevin Burleson | Date of Birth: | SSN:

Residential Address:

Email: k.burleson83@gmail.com | Phone:

Please indicate how many hours per week you intend to be on the licensed premises: 90+

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
5/1/2003	12/31/2012	cook-> chef de cuisine	The Pearl/Corazon Del Mar	Seth Raynor
4/1/2013	12/31/2014	sous chef->chef de cuisine	Straight Wharf Restaurant	Gabriel Frasca
4/1/2015	12/31/2021	manager	167 Raw	Jesse Sandole

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: | Date: 3/1/2023

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

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

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

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

Name	License Type	License Name	Municipality

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, Kevin Burleson (Authorized Signatory) the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager

of Straight Wharf Fish Market (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: 3/1/2023

Title: Partner

ENTITY VOTE

The Board of Directors or LLC Managers of Straight Wharf Fish Market (Entity Name)

duly voted to apply to the Licensing Authority of Nantucket (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 3/1/2023 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize Kevin Burleson (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 Kevin Burlseon (Name of Liquor License Manager)

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Kevin Burleson

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001501697

1. The exact name of the limited liability company is: STRAIGHT WHARF FISH MARKET, LLC

2a. Location of its principal office:
No. and Street: 4 HARBOR SQ
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 233 CONCORD ROAD
City or Town: SUDBURY State: MA Zip: 01776 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
A SEAFOOD MARKET AND RESTAURANT, OFFERING SIT-DOWN AND TO-GO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: GABRIEL FRASCA
No. and Street: 233 CONCORD ROAD
City or Town: SUDBURY State: MA Zip: 01776 Country: USA

I, GABRIEL FRASCA resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	GABRIEL PETER FRASCA	4 HARBOR SQ NANTUCKET, MA 02554 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	KEVIN BURLESON	4 HARBOR SQ NANTUCKET, MA 02554 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	GABRIEL PETER FRASCA	4 HARBOR SQ NANTUCKET, MA 02554 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of April, 2021,
GABRIEL PETER FRASCA

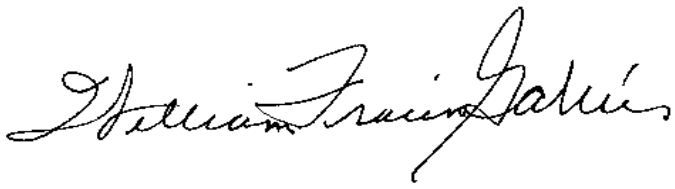
(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 16, 2021 03:06 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment"), is made as of the ___ day of _____, 2022 (the "**Effective Date**"), by and between NIR SALEM ST LLC, a Delaware limited liability company, having a mailing address at c/o New England Development, 75 Park Plaza, Boston, Massachusetts 02116 (hereinafter referred to as the "**Landlord**"), of the one part, and Straight Wharf Fish Market, LLC, a Massachusetts limited liability company d/b/a Straight Wharf Fish Market, having a mailing address at 233 Concord Road, Sudbury, MA 01776 (hereinafter referred to as the "**Tenant**"), of the other part.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Indenture of Lease dated June 28, 2021 (the "**Lease**") relating to certain premises (the "**demised premises**") located at 4 Harbor Square, Nantucket, Massachusetts, as more particularly described therein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Lease; and

WHEREAS, Landlord has agreed to perform certain work prior to delivering the demised premises to Tenant; and

WHEREAS, the term of the Lease has not yet commenced and the parties have agreed to revise the Lease Term and rent obligations accordingly, and amend and modify the Lease, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One and 00/100 Dollar ($1.00) and other good and valuable consideration, each of the parties hereto to the other of them in hand this day paid, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Lease Term. Section 1.1(d) of the Lease is deleted and replaced with the following:

"Lease Term: Commencing on the Commencement Date (as that term is herein defined) and expiring on December 31, 2032, unless sooner terminated as provided herein (the "Expiration Date")."

2. Commencement Date. Section 1.1(e) of the Lease is deleted and replaced with the following:

"(e) Commencement Date: Such date as is determined pursuant to Section 3.2 hereof."

3. Minimum Rent Payment. Section 1.1(f) of the Lease is deleted and replaced with the following:

"(f) Minimum Rent Payment: For and with respect to the period commencing on Commencement Date through December 31, 2023 ("Year 1"), the annual amount of Fifty Thousand and 00/100 Dollars ($50,000), payable at the following rates and on or before the following dates:

Commencement Date	$ 10,000
July 1, 2023	$ 10,000
August 1, 2023	$ 10,000
September 1, 2023	$ 10,000
October 1, 2023	$ 10,000
	$ 50,000

For and with respect to the period commencing on January 1, 2024 through December 31, 2024 ("Year 2"), the annual amount of One Hundred Seventy Five Thousand and 00/100 Dollars ($175,000), payable at the following rates and on or before the following dates:

January 1, 2024	$ 35,000
July 1, 2024	$ 35,000
August 1, 2024	$ 35,000
September 1, 2024	$ 35,000
October 1, 2024	$ 35,000
	$175,000

For and with respect to the period commencing on January 1, 2025 through December 31, 2025 ("Year 3"), the annual amount of One Hundred Eighty Thousand and 00/100 Dollars ($180,000), payable at the following rates and on or before the following dates:

January 1, 2025	$ 36,000
July 1, 2025	$ 36,000
August 1, 2025	$ 36,000
September 1, 2025	$ 36,000
October 1, 2025	$ 36,000
	$180,000

For and with respect to the period commencing on January 1, 2026 through December 31, 2026 ("Year 4"), the annual amount of One Hundred Eighty-Five Thousand and 00/100 Dollars ($185,000), payable at the following rates and on or before the following dates:

January 1, 2026	$ 37,000
July 1, 2026	$ 37,000
August 1, 2026	$ 37,000
September 1, 2026	$ 37,000
October 1, 2026	$ 37,000
	$185,000

For and with respect to the period commencing on January 1, 2027 through December 31, 2027 ("Year 5"), the annual amount of One Hundred Ninety Thousand and 00/100 Dollars ($190,000), payable at the following rates and on or before the following dates:

January 1, 2027	$ 38,000
July 1, 2027	$ 38,000
August 1, 2027	$ 38,000
September 1, 2027	$ 38,000
October 1, 2027	$ 38,000
	$190,000

For and with respect to the period commencing on January 1, 2028 through December 31, 2028 ("Year 6"), the annual amount of Two Hundred Thousand and 00/100 Dollars ($200,000), payable at the following rates and on or before the following dates:

January 1, 2028	$ 40,000
July 1, 2028	$ 40,000
August 1, 2028	$ 40,000
September 1, 2028	$ 40,000
October 1, 2028	$ 40,000
	$200,000

For and with respect to the period commencing on January 1, 2029 through December 31, 2029 ("Year 7"), the annual amount of Two Hundred Six Thousand and 00/100 Dollars ($206,000), payable at the following rates and on or before the following dates:

January 1, 2029	$ 41,200
July 1, 2029	$ 41,200
August 1, 2029	$ 41,200
September 1, 2029	$ 41,200
October 1, 2029	$ 41,200
	$206,000

For and with respect to the period commencing on January 1, 2030 through December 31, 2030 ("Year 8"), the annual amount of Two Hundred Twelve Thousand Hundred and 00/100 Dollars ($212,000), payable at the following rates and on or before the following dates:

January 1, 2030	$ 42,400
July 1, 2030	$ 42,400
August 1, 2030	$ 42,400
September 1, 2030	$ 42,400

October 1, 2030	$ 42,400
	$212,000

For and with respect to the period commencing on January 1, 2031 through December 31, 2031 ("Year 9"), the annual amount of Two Hundred Eighteen Thousand Five Hundred and 00/100 Dollars ($218,500), payable at the following rates and on or before the following dates:

January 1, 2031	$ 43,700
July 1, 2031	$ 43,700
August 1, 2031	$ 43,700
September 1, 2031	$ 43,700
October 1, 2031	$ 43,700
	$218,5,000

For and with respect to the period commencing on January 1, 2032 through the Expiration Date ("Year 10"), the annual amount of Two Hundred Twenty Five Thousand and 00/100 Dollars ($225,000), payable at the following rates and on or before the following dates:

January 1, 2032	$ 45,000
July 1, 2032	$ 45,000
August 1, 2032	$ 45,000
September 1, 2032	$ 45,000
October 1, 2032	$ 45,000
	$225,000 "

4. Percentage Rent. Section 1.1(g) of the Lease is deleted and replaced with the following:

"(g) Percentage Rent:

Percentage:	Eight and one-half percent (8.5%)
Base gross sales:	An amount determined by dividing the then annual minimum rent by .085.

In any lease-year (as defined in Section 5.2 hereof) during which different Base gross sales figures shall be applicable, appropriate proration shall be made for the differing bases in calculating percentage rent."

5. Section 3.2 of the Lease is deleted and replaced with the following:

""Section 3.2. The term hereof shall commence on the earlier to occur of the following dates (the "**Commencement Date**"): (i) the one hundred eightieth (180th) day immediately following the date the demised premises are deemed to be ready for occupancy by the Tenant (as

hereinafter set forth); or (ii) the date that the Tenant first opens for business in the demised premises. The parties hereto agree, upon demand of the other, to execute a supplemental instrument expressing the Commencement Date of the term hereof when the Commencement Date has been determined. The failure of the parties to execute said statement shall not affect the validity of this lease, nor shall it affect the Commencement Date.

Neither this lease nor the obligations of Tenant hereunder shall be affected by a postponement of delivery of the demised premises to Tenant and Landlord shall not be subject to any liability for failure to make possession of the demised premises available on the Commencement Date. Tenant hereby expressly waives the provisions of any law or statute to the contrary."

6. Section 3.3 of the Lease is deleted and replaced with the following:

" Section 3.3. The demised premises shall be deemed to be ready for occupancy by the Tenant on the date there is sent to the Tenant a certificate by the Landlord or the Landlord's architect to the effect that the Landlord has substantially completed all of the Landlord's work ("**Landlord's Work**") described in Exhibit "B-1" hereto annexed and made a part hereof, with respect to the demised premises, which certificate shall be binding and conclusive upon the Tenant; "substantially completed" as used in this ARTICLE III being hereby defined to mean completed in such a fashion as to enable the Tenant, upon performance of the work to be done by the Tenant, to open its store for business in the normal course. Promptly after the Commencement Date, Tenant shall perform at its own cost and expense all of Tenant's Initial Work in accordance with the provisions of Section 6.1 hereof, shall equip the demised premises with new trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and open for business as soon thereafter as possible.

If Landlord fails to deliver the demised premises to Tenant on or before date that is three hundred sixty-five (365) days following the Effective Date (subject to extension due to delays caused by force majeure or Tenant caused delays) (the "Outside Date"), either party shall have the right, at its sole option and as its sole remedy, to elect to terminate this Lease on or before the date that Landlord actually delivers possession of the demised premises to Tenant with Landlord's Work substantially complete by delivery to Landlord of a written notice (the "Termination Notice"), which termination shall be effective thirty (30) days after such party's receipt of the Termination Notice. In the event this Lease is terminated pursuant to this Section 3.3, Landlord shall promptly return to Tenant any sums deposited with Landlord under this Lease."

7. Section 17.21 of the Lease - Special Provisions is hereby deleted in its entirety.

8. Except as otherwise expressly set forth herein, for and with respect to the term of the Lease, Tenant shall pay all other charges as set forth in the Lease.

9. Notwithstanding anything to the contrary contained in the Lease, whenever notice is to be sent to Landlord pursuant to the Lease, the same shall be sent to Landlord's address set forth on the first page of this Amendment (or such other address or addresses as may from time to time be designated by Landlord by like notice).

10. The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this amendment or any related document, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. This Amendment may be executed in counterparts, each of which when taken together, shall be deemed to be the same instrument.

11. In all respects, the Lease, as hereby amended and modified, is hereby ratified, approved and confirmed.

[*Signatures on next page*]

EXHIBIT B-1

LANDLORD'S WORK

The demised premises shall be deemed ready for occupancy by Tenant, upon Landlord's completion of the following Landlord's Work:

1. Remove/replace existing foundation including pouring concrete for the structural slab.

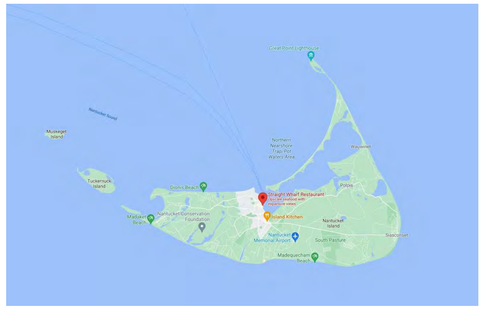
SWR STRAIGHT WHARF FISH MARKET

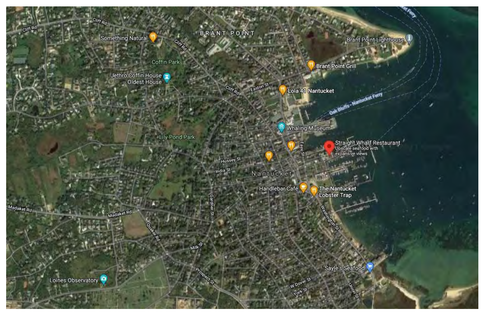
HDC REVISIONS TO PREVIOUS COA #11-5041

FEBRUARY 13 2023

4 Harbor Square
Nantucket, MA 02554
PROJECT NO. SWR - 321028

LOCUS PLAN





LOCUS PLAN



NOT TO SCALE

ZONING INFORMATION

Map & Parcel	42.2.4/1
Current Zoning	CDT
Minimum Frontage	35 FT.
Front Setback	0 FT.
Side/Rear Setback	0 / 5 FT.
Lot Size	63,162 SF
Current Building Size	2,087 SF
Proposed Building Size	2,087 SF

LIST OF DRAWINGS

SHEET	TITLE	ISSUE TYPE	08/23/2021 HDC SUBMISSION	10/27/2021 HDC REVISION	12/20/2021 HDC REVISION	02/13/2023 HDC REVISION
T-001.00	TITLE SHEET	HDC	•	•	•	•
G-100.00	GENERAL NOTES	HDC	•	•	•	•
G-101.00	HISTORIC INFORMATION	HDC	•	•	•	•
G-102.00	EXISTING CONDITIONS PHOTOS	HDC	•	•	•	•
DM-100.00	1ST FLOOR DEMOLITION PLAN	HDC	•	•	•	•
DM-101.00	2ND FLOOR DEMOLITION PLAN	HDC		•	•	•
A-100.00	1ST FLOOR CONSTRUCTION PLAN	HDC	•	•	•	•
A-101.00	2ND FLOOR CONSTRUCTION PLAN	HDC		•	•	•
A-200.00	BUILDING ELEVATIONS	HDC	•	•	•	•
A-201.00	BUILDING ELEVATIONS	HDC	•	•	•	•
A-202.00	BUILDING ELEVATIONS	HDC	•	•	•	•

PERSPECTIVE VIEW



SWR
FISH MARKET
4 HARBOR SQUARE, NANTUCKET, MA 02554

OWNER
NIR Retail LLC
75 Park Plaza #3, Boston, MA 02116
T: (617) 985-8700

ARCHITECT
WORKSHOP/APD
WORKSHOP/APD ARCHITECTURE DPC
39 W 38th Street, 7th Fl, New York, NY 10018
T: (212) 273-9712 info@workshopapd.com

CONTRACTOR
THE ANDERSEN COMPANY LLC
PO Box 867 Siasconset, MA 02564
T: (508) 331-3113

STRUCTURAL ENGINEER

LANDSCAPE ARCHITECT

SURVEYOR

ALL DESIGNS & SPECS ARE SUBJECT TO VERIFICATION OF EXG. FIELD CONDITIONS

REVISIONS

01	2021.10.29	HDC REVISION
02	2021.12.20	HDC REVISION
03	2023.02.13	HDC REVISION

NOT FOR CONSTRUCTION

SIGN & SEAL

ISSUES

01	08/23/2021	HDC SUBMISSION

DRAWING INFO

CONSTRUCTION DOCUMENTS	
DRAWN BY:	MLW./JSL./CNO
CHECKED BY:	ADK/MLW
DATE:	AUGUST 23, 2021
SCALE:	AS NOTED
PROJ. NO.	SWR - 321028

TITLE SHEET
T-001.00

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GENERAL NOTES:

1. DRAWINGS ARE REPRESENTATIVE DOCUMENTS TO FACILITATE CONSTRUCTION. CONTRACTOR SHOULD FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. THE HEIGHTS OF GRADE INDICATED ON DRAWINGS ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY. NOTIFY DESIGNER OF ANY ALTERATIONS OR DISCREPANCIES IMMEDIATELY UPON DISCOVERY AND BEFORE PROCEEDING WITH WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF DRAWINGS TO THE SUB-CONTRACTORS UNDER HIS JURISDICTION.
3. THE CONTRACTOR IS TO COORDINATE THE WORK OF ALL SUB-CONTRACTORS, INCLUDING THE TIMING AND SCHEDULING OF THEIR WORK AND THE LAYOUT OF THEIR SYSTEMS. THE CONTRACTOR SHALL PROVIDE ALL SUB-CONTRACTORS WITH NECESSARY POWER AND ACCESS AND CONNECTIONS THROUGH FOUNDATION WALLS AS REQUIRED.
4. WORKSHOP/APD IS CONTRACTED TO SERVE AS THE OWNER'S REPRESENTATIVE DURING CONSTRUCTION. A REPRESENTATIVE OF WORKSHOP/APD SHALL MAKE PERIODIC SITE VISITS TO VERIFY CONSTRUCTION PROGRESS AND WILL REPORT FINDINGS TO THE OWNER AND CONTRACTOR IN THE FORM OF A WRITTEN REPORT. THE CONTRACTOR SHALL PROVIDE FREE ACCESS TO THE WORK TO THE OWNER, ARCHITECT, SUBCONTRACTOR, AND THEIR REPRESENTATIVES AT ALL TIMES.
5. THE CONTRACTOR SHALL ACKNOWLEDGE THAT JOB SITES ARE DIFFICULT AND DANGEROUS PLACES TO WORK BY NATURE. AS SUCH, ALL NECESSARY PRECAUTIONS WILL BE TAKEN TO ENSURE THE SAFETY AND GENERAL WELL BEING OF HIS EMPLOYEES. CONTRACTOR SHALL PROVIDE GUARDS, RAILS,BARRICADES, FENCES, CATCH PLATFORMS, BRIDGING, DECKING, NIGHT LIGHTING, ETC. AS REQUIRED. THE USE OF ANY STEREOS AND/OR RADIOS AND THE PRESENCE OF PETS OF ANY KIND ARE PROHIBITED ON THE JOB SITE.
6. DRAWINGS SHALL NOT BE SCALED BY HAND. USE ONLY PRINTED DIMENSIONS TO IDENTIFY SIZE AND DIMENSION OF MATERIALS AS SHOWN. CONTACT THE DESIGNER TO VERIFY ANY DIMENSION THAT HAS BEEN OMITTED FROM THESE PLANS.
7. CONTRACTOR TO PROVIDE ALL MATERIALS FOR A COMPLETE JOB AS INDICATED IN THE DRAWINGS BOTH GRAPHICALLY AND WRITTEN, IN CASE OFDISCREPANCIES, THE MORE STRINGENT AND/OR COSTLY EXAMPLE SHALL BE ASSUMED, CONSULT DESIGNER IF SUCH A SITUATION OCCURS.
8. SHOP DRAWINGS SHALL BE SUBMITTED TO WORKSHOP/DPC, PRIOR TO PROCEEDING WITH WORK, FOR ALL MATERIALS THAT REQUIRE FABRICATION.WORKSHOP/DPC SHALL REVIEW AND RETURN SHOP DRAWINGS TO CONTRACTOR WITHIN A PERIOD OF TEN WORKING DAYS FROM THE DATE OF SUBMITTAL.
9. CONTRACTOR SHALL FURNISH SAMPLES OF ALL MATERIALS, AND/OR FINISHES AS SPECIFIED FOR CONSTRUCTION AT THE REQUEST OF THE OWNER OR DESIGNER.
10. ALL MATERIALS SHALL BE NEW, UNUSED, AND OF THE HIGHEST QUALITY IN EVERY RESPECT UNLESS NOTED OTHERWISE OR AT THE SPECIFIC AUTHORIZATION OF THE OWNER.
11. ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE AND TRUE.
12. CONTRACTOR SHALL PERFORM ALL CUTTING AND PATCHING REQUIRED TO COMPLETE WORK OR MAKE PARTS FIT TOGETHER PROPERLY, WITHOUT COMPROMISING QUALITY OF WORK.
13. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRACING AND PROTECTING ALL WORK FROM DAMAGE, BREAKAGE, COLLAPSE,DISTORTIONS AND MIS-ALIGNMENT ACCORDING TO APPLICABLE BUILDING CODES AND STANDARDS OF GOOD PRACTICE.
14. CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING SYSTEMS AT ALL TIMES FROM THE EFFECTS OF ADVERSE WEATHER (RAIN, SNOW, COLD, ETC.)AT NO ADDITIONAL COST TO THE OWNER.
15. ALL WORK SHALL BE INSTALLED SO THAT REQUIRED PARTS ARE READILY ACCESSIBLE AND AVAILABLE FOR INSPECTION, OPERATION, MAINTENANCE AND REPAIR.
16. CONTRACTOR SHALL MAINTAIN CLEAR AND UNOBSTRUCTED ACCESS FROM ALL FLOORS TO STAIRWELLS AND EXTERIOR EXITS AT ALL TIMES.
17. CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR PROTECTING ALL DANGEROUS AREAS FROM ENTRY BY UNAUTHORIZED PARTIES.
18. CONTRACTOR SHALL PROVIDE PROTECTION OF ALL WINDOWS AND DOORS DURING CONSTRUCTION. MEANS OF PROTECTION SHALL NOT BE ATTACHED TOWINDOW AND DOOR FRAMES.
19. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH OTHER SUBCONTRACTORS AS NECESSARY, INCLUDING THOSE HIRED UNDER SEPARATE CONTRACT BY THE OWNER. EACH SUBCONTRACTOR SHOULD COMPLETE WORK ON AN EXPEDIENT AND REASONABLE SCHEDULE, IN A MANNER THAT DOES NOT DELAY OTHER TRADES AND SUBCONTRACTORS FROM COMPLETION OF WORK.
20. ALL NAILS AND FASTENERS IN AREAS PRONE TO MOISTURE SHALL BE "HOT DIPPED GALVANIZED" UNLESS NOTED OTHERWISE.
21. THE CONTRACTOR SHALL KEEP SUFFICIENT WORKMAN ON THE JOB SITE AT ALL TIMES TO PERFORM WORK IN THE MOST EXPEDITIOUS MANNER CONSISTENT WITH GOOD WORKMANSHIP, SOUND BUSINESS PRACTICE AND IN THE BEST INTEREST OF THE OWNER.
22. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND INSPECTION SERVICES OF LOCAL AUTHORITIES OTHER THE ACTUAL BUILDING PERMIT AND HISTORIC DISTRICT COMMISSION APPROVAL, WHICH SHALL BE SECURED BY THE OWNER OR DESIGNER PRIOR TO THE SCHEDULED START DATE. ALL INSPECTIONS, RECORDS AND CERTIFICATE OF OCCUPANCY SHALL BE GIVEN TO THE OWNER AT THE END OF THE JOB. THE JOB SHALL NOT BE CONSIDERED COMPLETE UNTIL THE CERTIFICATE OF OCCUPANCY IS ISSUED.
23. ALL WORK SHALL CONFORM TO ALL APPLICABLE NATIONAL, STATE AND LOCAL BUILDING, PLUMBING, ELECTRICAL, AND LIFE SAFETY CODES, EVEN WHEN NOT SPECIFIED IN THE DRAWING, NOTES, OR SPECIFICATIONS. IF ANY CODE IS IN CONFLICT WITH THESE, THE CONTRACTOR SHALL REPORT SUCH TO CWA FOR REVISIONS PRIOR TO BIDDING. IN THE EVENT OF CONFLICT BEWDHEEN APPLICABLE CODES OR REGULATIONS AND REFERENCE STANDARDS OF THESEPLANS AND SPECIFICATION, THE MORE STRINGENT PROVISIONS SHALL GOVERN.
24. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING UTILITY COMPANIES TO ENSURE SAFE DIGGING.
25. A REGISTERED SURVEYOR SHALL BE REQUIRED TO SET ALL FOUNDATION CORNERS, ELEVATIONS AND DIMENSIONS ON SITE.
26. USE OF THESE DRAWINGS MUST BE IN COMPLIANCE WITH ALL OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION [OSHA] REQUIREMENTS.

FOUNDATION NOTES:

1. FOUNDATION NOTES ARE APPLICABLE TO ALL CONDITIONS UNLESS OTHERWISE NOTED.
2. ALL FOUNDATION WALLS SHALL BE 10" THICK CONCRETE, MINIMUM 3000PSI AT 28 DAYS, UNLESS OTHERWISE NOTED.
3. FOUNDATION WALLS SHALL BE KEYED INTO FOOTINGS.
4. FOOTINGS SHALL BE A MINIMUM OF 1'-0"D X 2'-0"W WITH 3-#4 CONTINUOUS HORIZONTAL BARS. HORIZONTAL REINFORCING SHALL BE PLACED AT 3" ABOVE BOTTOM OF FOOTING.
5. ALL FOOTINGS AND CONCRETE PIERS SHALL EXTEND 4'-0" BELOW GRADE MINIMUM.
6. CONCRETE PIERS SHALL HAVE BELL CAST FOOTING. BASE OF BELL SHALL BE 3 TIMES WIDTH OF PIER; DEPTH OF BELL SHALL EQUAL WIDTH OF PIER. TAPER OF BELL SHALL BE 45 DEG. ANGLE MINIMUM.
7. ALL PERIMETER FOUNDATION WALLS SHALL HAVE WATERPROOFING APPLIED TO THE EXTERIOR.
8. FOUNDATION WALLS SHALL INCORPORATE 16" LONG - 1/2" DIAMETER ANCHOR BOLTS AT 32" O.C. MINIMUM. ON ALL PERIMETER WALLS. A MINIMUM OF WOHO BOLTS SHALL BE USED AT EACH SILL PLATE. HOLD BOLTS 18" OFF CORNERS MINIMUM. APPROVAL OF TOPSOIL REMOVAL SHALL BE IN THE FORM OF ACHANGE ORDER.
9. CONCRETE FLOOR SLABS SHALL BE 4" THICK MINIMUM AND BE REINFORCED WITH WELDED WIRE MESH OR FIBER MESH REINFORCING. REINFORCING SHALL BE PLACED AT THE CENTER OF THE SLAB. FLOOR SLABS SHALL BE POURED OVER 4" GRAVEL BASE AND 6 MIL. POLY-VAPOR BARRIER ON STRUCTURALLY COMPACTED OR UNDISTURBED SOIL.
10. CONTRACTOR AND SUBCONTRACTORS SHALL USE CLEAN SAND, WELL GRADED AND FREE FROM ANY DELETERIOUS SUBSTANCES, AND CLEAN WATER,TAKEN FROM A SOURCE SUITABLE FOR DOMESTIC CONSUMPTION.
11. FOR ALL BRICK OR STONE FINISHES THE CONTRACTOR SHALL SUBMIT A SAMPLE TO THE DESIGNER FOR APPROVAL, PRIOR TO INSTALLATION.
12. ANCHORS AND TIES SHALL BE CORROSION PROOF AND GALVANIZED AFTER FABRICATION.
13. COLD WEATHER INSTALLATIONS FOR CONCRETE, WHEN AIR TEMPERATURE IS BELOW 40 DEGREES F, REQUIRE APPROVAL BY THE DESIGNER.
14. MASONRY WORK SHALL BE PLUMB, TRUE TO LINE, WITH COURSES LEVEL. BUILD IN ALL METAL TIES AND ANCHORS AS WORK PROGRESSES.
15. CONCRETE MASONRY UNIT CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING STANDARDS: HOLLOW UNITS - ASTM C-90; SOLID UNITS - ASTM C-145;PORTLAND CEMENT - ASTM C-150; MASONRY CEMENT - ASTM C-91 (NON-STAINING CEMENT SHALL BE USED WHERE NON-STAINING MORTAR IS REQUIRED);HYDRATED LIME - ASTM C-207. 6. C.M.U., BOTH BOTTOM AND ENDS, SHALL BE SET IN A FULL BED OF MORTAR WITH JOINTS OF UNIFORM THICKNESS ANDHEAD JOINTS IN ALTERNATE COURSES PLUMB OVER THE ONES BELOW.
16. ALL JOINTS SHALL BE TOOLED AS SOON AS POSSIBLE AFTER INITIAL SET. FLUSH JOINTS SHALL NOT BE PERMITTED.
17. REFER TO DETAILS FOR FURTHER INFORMATION.

PLUMBING/MECHANICAL NOTES:

1. STRUCTURAL MEMBERS SHALL NOT BE IMPAIRED OR UNDERMINED BY IMPROPER CUTTING OR DRILLING.
2. ALL PLUMBING/MECHANICAL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, BE PERFORMED BY A LICENSED TRADESPERSON, AND BE COMPLETED IN ACCORDANCE WITH THE DIRECTION OF LOCAL BUILDING CODE OFFICIALS. SUBCONTRACTORS AND TRADESPERSONS ARE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS FOR THEIR TRADE, SCHEDULING AND COMPLETING REQUIRED INSPECTIONS AND OPERATING ON A REASONABLE AND EFFICIENT SCHEDULE THAT DOES NOT DELAY THE WORK OF OTHER TRADES.
3. ALL MATERIALS SHALL BE SIZED IN ACCORDANCE WITH THE PROPOSED PLANS, ALLOWING FOR FUTURE EXPANSION IF INDICATED. ALL WORK SHALL BE INSTALLED SO THAT REQUIRED PARTS ARE READILY ACCESSIBLE AND AVAILABLE FOR INSPECTION, OPERATION, MAINTENANCE AND REPAIR.
4. ALL PRODUCTS, MATERIALS AND FIXTURES SHALL BE INSTALLED IN A MANNER CONSISTENT WITH SOUND PRACTICE AND QUALITY WORKMANSHIP.
5. PLUMBING WORK SHALL INCLUDE ALL LABOR AND MATERIALS FOR ALL PIPING, FIXTURES, HOT WATER HEATER, AND SEWER/SEPTIC CONNECTIONS. THIS INCLUDES CONNECTIONS FOR AN ICEMAKER IN THE REFRIGERATOR, THE DISHWASHER, AND WASHING MACHINE AS INDICATED ON PLANS. THE KITCHEN SINK WILL HAVE A GARBAGE DISPOSAL.
6. HOT WATER HEATER SHALL BE PROPANE FIRED HOT WATER HEATER, POWER VENTED, 45 GALLON CAPACITY ("SUPER STORE" OR APPROVED EQUIVALENT).
7. PLUMBER SHALL FURNISH AND INSTALL 500 GAL. UNDERGROUND PROPANE STORAGE TANK, AND ALL REQUIRED PIPING TO BOILER, CLOTHES DRYER AND KITCHEN RANGE.
8. HEATING WORK SHALL INCLUDE ALL LABOR AND MATERIALS, ELECTRICAL/PLUMBING CONNECTIONS, AND INSTALLATION AS THEY OCCUR. DESCRIPTION OF SPECIFIC UNIT SHALL BE PART OF THE BID. STANDARD HEATING UNIT SHALL BE PROPANE FIRED RADIANT HOT WATER BASEBOARD SYSTEM WITH EFFICIENCY RATING OF 94 UNIT IS TO BE SIDEWALL VENTED. UNIT SIZE SHALL BE SIZED TO ACCOMMODATE THE ENTIRE HOUSE AT 78DF AT A 0DF EXTERIOR TEMPERATURE. HEATING SYSTEM SHALL BE CAPABLE OF OPERATING AT PEAK EFFENCENCY AT A TEMPERATURE OF 72°F. HEATING SYSTEM SHALL BE DIVIDED INTO WOHO ZONES. THERMOSTATS SHALL BE DIGITAL AND PROGRAMMABLE.
9. VENT TO THE EXTERIOR ALL BATHROOMS WHICH DO NOT HAVE OPERABLE WINDOWS.

FRAMING NOTES:

1. ALL WOOD FRAMING MEMBERS SHALL BE STRUCTURAL GRADE #2 OR BETTER.
2. ALL WOOD SHALL COMPLY WITH THE U.S. DEPARTMENT OF COMMERCE AMERICAN LUMBER STANDARDS SIMPLIFIED PRACTICE AND GRADING REQUIREMENTS OF A RECOGNIZED ASSOCIATION UNDER WHOSE RULES THE LUMBER IS PRODUCED.
3. WOOD SHALL BE FROM LIVE STOCK, THOROUGHLY SEASONED, WELL MANUFACTURED AND GENERALLY FREE FROM WARPAGE THAT CANNOT BE CORRECTED BY BRIDGING OR NAILING.
4. MOISTURE CONTENT OF LUMBER SHALL NOT EXCEED 19 % AT THE TIME OF CONSTRUCTION.
5. ALL PLAN DIMENSIONS ARE TO OUTSIDE OF FRAMING MEMBERS AND CENTERLINE OF OPENINGS. VERIFY ALL ROUGH OPENINGS WITH WINDOW AND DOOR SCHEDULE.
6. ALL EXTERIOR WALLS, AND INTERIOR PARTITION WALLS BEHIND TOILETS, SHALL BE 2"X6" STUD CONSTRUCTION AT 16" O.C. TYPICAL. ALL OTHER INTERIOR PARTITION WALLS SHALL BE 2"X4" STUD CONSTRUCTION AT 16" O.C. TYPICAL. WALLS SHALL HAVE SINGLE SHOE AND DOUBLE TOP PLATE.
7. JOIST HANGARS SHALL BE USED AT ALL FLUSH-FRAMED FLOOR JOISTS. JOISTS OVERLAPPING AT A SUPPORTING BEAM, SHALL OVERLAP 3" MINIMUM.
8. PROVIDE WOOD BLOCKING OR METAL BRIDGING AT 1/3RD POINTS ON ALL FLOOR JOISTS. BLOCKING SHOULD BE SPACED 4'-0" O.C. MINIMUM AND 8'-0" O.C.MAXIMUM.
9. DOUBLE FLOOR JOISTS OR BLOCKING SHALL BE PROVIDED BELOW ALL INTERIOR PARTITION WALLS.
10. SIZES OF WOOD MEMBERS ARE NOMINAL SIZES. ALL LUMBER SHALL BE SURFACED ON FOUR SIDES, UNLESS NOTED OTHERWISE.
11. STRUCTURAL MEMBERS SHALL NOT BE IMPAIRED OR UNDERMINED BY IMPROPER CUTTING OR DRILLING
12. INSTALL GIRDER MEMBERS WITH JOINTS OVER SUPPORTS, PROVIDE 1/2" AIRSPACE AT ENDS AND SIDES OF GIRDERS FRAMED INTO MASONRY OR CONCRETE. WOOD SHIMS UNDER THE ENDS OF GIRDERS SHALL NOT BE PERMITTED.
13. MINIMUM BEARING OF JOISTS FRAMED INTO MASONRY SHALL BE 3".
14. JOISTS EXTENDING OVER BEARING PARTITIONS OR BEAMS MAY BE BUTTED AND TIED TOGETHER, OR NAILED TOGETHER WITH A MINIMUM OVERLAP OF 4".
15. EXTERIOR AND BEARING WALL CONSTRUCTION SHALL INCLUDE ADEQUATE RESISTANCE TO WRACKING BY THE USE OF CORNER BRACING OR ANCHORAGE OF STRUCTURAL SHEATHING TO PLATES.
16. JAMB STUDS, EXTENDING IN ONE PIECE FROM HEADER TO SOLE PLATE, SHALL BE INSTALLED AT ALL WINDOW AND DOOR OPENINGS TO FORM RIGID ENCLOSURE.
17. PLYWOOD SHALL COMPLY WITH ALL APPLICABLE STANDARDS OF THE APA (AMERICAN PLYWOOD ASSOCIATION)
18. EXTERIOR TYPE HARDWOOD PLYWOOD, "TECHNICAL" OR "TYPE 1", MAY BE USED FOR ANY PART OF THE STRUCTURE.
19. STRUCTURAL INTERIOR TYPE, "STRUC-INT.", PLYWOOD MAY BE USED FOR ALL INTERIOR WORK AND EXTERIOR WORK NOT DIRECTLY EXPOSED TO THEWEATHER.
20. INTERIOR PLYWOOD, "INT." OR "TYPE 2" MAY BE USED FOR INTERIOR WORK, EXCEPT BATHROOM AND SHOWER ENCLOSURES.
21. ROOF SHEATHING: 3/4" EXTERIOR GRADE T&G "TECHNICAL" PLYWOOD NAILED AT 10" O.C. WITH GALVANIZED 10D COMMON NAILS.
22. FLOOR SHEATHING: 3/4" STRUCTURAL "STRUCT-INT" PLYWOOD NAILED AT 10" O.C. WITH 10D COMMON NAILS.
23. EXTERIOR WALL SHEATHING: 1/2" EXTERIOR GRADE "TECHNICAL" PLYWOOD NAILED AT 6" O.C. WITH GALVANIZED 6D COMMON NAILS.
24. ALL OTHER SHEATHING: 1/2" INTERIOR GRADE "INT" PLYWOOD NAILED AT 6" O.C. WITH 6D COMMON NAILS.
25. FRAME ALL RAFTERS OPPOSITE EACH OTHER AT RIDGE WITH TIES OR RIDGE BOARD. THE DEPTH OF THE RIDGE BOARD SHALL BE NO LESS THAN THE CUT OF THE RAFTERS.

EXTERIOR FINISH NOTES:

1. BUILDING PAPER SHALL BE INSTALLED OVER ALL EXTERIOR SHEATHING TO RESIST MOISTURE AND WIND INFILTRATION. WALLS SHALL HAVE MINIMUM 15#FELT PAPER, ROOFS SHALL HAVE MINIMUM 30# ASPHALT IMPREGNATED FELT PAPER, WITH NOT LESS THAN 4" OVERLAP. FELT SHALL CONTINUE BEHIND ALL EXTERIOR TRIM, DOUBLED AND FOLDED INTO OPENINGS.
2. PROMPTLY REMOVE ALL MANUFACTURERS' STICKERS FROM GLASS AFTER INSTALLATION.
3. KEEP AREAS TO BE INSULATED CLEAN AND DRY. DO NOT INSTALL INSULATION WHERE IT MAY BE EXPOSED TO WATER. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS AND BUILDING CODE REQUIREMENTS. PROVIDE INSECT SCREEN OR BARRIER AT ALL VENT OPENINGS.
4. EXTERIOR FOUNDATION TO BE PARGE.
5. DECKS SHALL USE 1" X 4" MAHOGANY, CONFIRM, LAID FLAT WITH 1/4" REGULAR SPACING. ALL FLOORING AND DECKING SHALL BE TREATED % BOILED LINSEED OIL,50 % CUPRINOL AND WITH A MIXTURE OF 50 TRAFFIC SHALL BE PREVENTED OVER FINISHED SURFACES FOR THE PERIOD OF ONE WEEK.
6. EXTERIOR STEPS SHALL BE EQUAL TO DECK CONSTRUCTION, TRIM AND FINISH. RISERS SHALL MATCH TRIM MATERIAL. NOSING SHALL PROJECT 3/4".
7. ALL EXTERIOR STEPS SHALL LAND ON TO A 4" CONCRETE PAD SET ON A 4" GRAVEL BASE ON STRUCTURALLY COMPACTED SOIL. PAD SHALL BE 6" WIDER THAN STEPS AND PROJECT FROM LAST RISER 6" TOWARD DECK AND 18" AWAY FROM DECK.
8. PORCH CEILINGS SHALL BE 1X8 CEDAR NATURAL TO WEATHER, SQUARE GROVE.
9. PORCH POSTS SHALL BE 4X4 STRUCT. CORE WRAPPED W/ 5 1/4" SQ. NATURAL CEDAR TRIM.
10. SIDEWALL SHINGLES SHALL HAVE A MAXIMUM EXPOSURE OF 5", WITH DOUBLED SHINGLES AT ALL EAVES AND STARTER COURSE. BUTTS OF THE SHINGLES SHALL PROJECT 1 1/2" MINIMUM FROM THE EDGE OF THE ROOF EAVES TO ENSURE PROPER SPILLAGE.
11. WINDOW CAPS OR TRIM AND ALL OTHER PROJECTIONS AT POINTS WHERE RAIN ACCUMULATES OR RUNS OFF SHALL BE PROVIDED WITH FLASHING.FLASHING FOR RED CEDAR SHINGLES SHALL BE COPPER. SUCH FLASHING SHALL EXTEND A MINIMUM OF 6" UP THE WALL UNDER THE SHEATHING PAPERAND NOT LESS THAN 6" HORIZONTALLY. FLASHING SHALL BE SUFFICIENT LENGTH TO COVER THE COURSE ABOVE WITHOUT BEING PUNCTURED BY NAILS.
12. A CONTINUOUS RIDGE VENT SHALL BE PROVIDED AT ALL ROOF RIDGES, WHERE REQUIRED. SOFFIT VENTING SHALL BE PROVIDED AS INDICATED ON DETAIL DRAWINGS.
13. PROVIDE STEP FLASHING AT ALL CHIMNEY LOCATIONS.
14. SIDEWALL SHALL BE WHITE CEDAR SHINGLES, GRADE B. SHINGLES SHALL BEAR THE OFFICIAL GRADE MARKED LABEL OF THE CEDAR SHINGLE BUREAU.
15. CEDAR SHINGLES SHALL HAVE NATURAL FINISH.
16. RIDGE VENTS SHALL BE "CORE VENT" OR EQUAL, EXTENDING ALONG ALL RIDGE LINES. TERMINATE RIDGE VENTS 12" FROM END OF RIDGE. COVERED W/SHINGLES.
17. EXTERIOR TRIM SHALL BE SPECIFIED AS FOLLOWS:
    A. WINDOW AND DOOR JAMBS: 1"X5" RED CEDAR WINDOW AND DOOR HEADS: 5/4"X4" RED CEDAR, EXTENDED 3/4" BEYOND JAMB CASING. HEADS TOHAVE CONTINUOUS COPPER DRIP CAP.
    B. WINDOW SILLS: WHEN NOT WOOD BY MANUFACTURER SHALL BE PRIMED PINE 2X2 W/ 7D TOP BEVEL EXTENDED 3/4" BEYOND JAMB CASING.
    DOORSILLS: INSTALLED BY MANUFACTURER
    C. CORNER BOARDS: 6" EA. WY. RED CEDAR (IF APPLICABLE)
    D. RAKE BOARDS: 1X8 RED CEDAR
    E. FASCIA BOARDS: 1X8 RED CEDAR
    F. RAKE/FASCIA TRIM BOARDS: 1X3 RED CEDAR
    G. FRIEZE BOARDS TO BE 1X6 BLOCKED OUT 1 1/2" TO ACCOMMODATE SOFFIT VENTING & TOP OF SHINGLES (IF APPLICABLE)
    H. ALL TRIM TO BE: AS NOTED
    DOOR AND WINDOW SASHES PAINTED: AS NOTED
18. ALL EXTERIOR TRIM SHALL BE PLANED ON ALL FOUR SIDES AND HAVE SQUARED EDGES.
19. WINDOW & DOOR MANUFACTURERS AND SIZES AND HARDWARE SHALL BE SPECIFIED IN DOOR AND WINDOW SCHEDULE.
20. INSULATION SHALL BE SPECIFIED AS FOLLOWS:
    A. EXTERIOR WALLS: 5" R-21 BATT INSULATION. INSTALL 4 MIL. POLY-VAPOR BARRIER AT INSIDE FACE OF ALL EXTERIOR WALLS.
    B. ROOF: 9 1/4" R-38 BATT INSULATION. INSTALL 4 MIL. POLY-VAPOR BARRIER AT INSIDE FACE OF ALL EXTERIOR WALLS
    C. INTERIOR WALLS AND CEILINGS: USG 3" TERMAFIBER SOUND ATTENUATION BLANKETS
    D. FOUNDATION INSULATION: 4" RIGID INSULATION SECURED TO EXTERIOR FACE OF WALL
    E. FIRST FLOOR INSULATION: 9 1/4" R-30 BATT INSULATION
21. CAVITIES SHALL SUPPORT PROPER VENTING, INCLUDING THE INSTALLATION OF BAFFLES BEWDHEEN ALL RAFTERS. KEEP ALL VENTILATION SPACE UNOBSTRUCTED.
22. EXTERIOR BRICK SHALL MEET STANDARDS OF THE BRICK INSTITUTE OF AMERICA (BIA) FOR EXTERIOR/SEVERE WEATHER USE.

GLAZING NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ALL GLAZING (WINDOW, DOOR, OR OTHERWISE) ADJACENT TO A WALKING SURFACE, STAIR, LANDING,TUB OR SHOWER SAFETY LAMINATED GLASS MEETING THE REQUIREMENTS OF THE MASSACHUSETS STATE BUILDING CODE, NANTUCKET, AND ANY OTHER APPLICABLE LOCAL OR NATIONAL CODE.
2. PROVIDE SHOWER ENCLOSURES AS INDICATED ON THE PLANS. GLASS TO BE LOW IRON, CLEAR GLASS.

ABBREVIATIONS

ABOVE FINISHED FLOOR	AFF	MATERIAL	MATL.
ACCESS PANEL	A.P.	MAXIMUM	MAX.
ACOUSTICAL	ACOUS.	MECHANICAL	MECH.
ADJACENT	ADJ.	METAL	MTL.
AIR CONDITIONING	A/C	MINIMUM	MIN.
ALUMINUM	AL.	MISCELLANEOUS	MISC.
APPROXIMATE	APPROX.	MOLDING	MLDG.
ARCHITECTURAL	ARCH.	MOUNTED	MTD.
BLOCKING	BLKG	MULLION	MUL.
BY OTHER/OWNER	B.O.	NOMINAL	NOM.
CEILING	CLG.	NOT APPLICABLE	N.A.
CEILING HEIGHT	C.H.	NOT IN CONTRACT	N.I.C.
CENTER LINE	CL.	NUMBER	NO.
CERAMIC TILE	C.T.	ON CENTER	O.C.
COLUMN	COL	OPENING	OPNG
CONCRETE	CONC.	OPPOSITE/OPPOSITE HAND	OPP./OPH
CONSTRUCTION	CONST.	PAINTED	PTD.
CONTINUOUS	CONT.	PARTITION	PARTN.
DETAIL	DTL.	PLASTER	PL
DIMENSION	DIM.	PLASTIC LAMINATE	P.LAM
DOOR	DR.	PLYWOOD	PLYWD., PLY.
DOUBLE	DBL.	QUANTITY	QTY.
DOWN	DN.	RECESSED	REC.
DRAING	DWG.	REQUIRED	REQ'D
EACH	EA.	RETURN AIR	R.A.
ELECTRIC/ELECTRICAL	ELEC.	REVISE/REVISION	REV.
ELEVATION	ELEV.	ROUGH OPENING	R.O.
EMERGENCY	EMER.	SCHEDULE	SCHED.
EQUAL	EQ.	SECTION	SECT.
EQUIPMENT	EQPT.	SHEET	SHT.
EXISTING	EXIST.	SIMILAR	SIM.
EXTERIOR	EXT.	SOLID CORE	SC
FINISH	FIN	SQUARE FOOT	SQ.FT.
FINISH FLOOR	FIN. FL.	STAINLESS STEEL	S.STL.
FIREPROOF	FPRF.	STANDARD	STD.
SELF-CLOSING	S.C.	STEEL	STL.
FLOOR	FL.	STORAGE	STOR.
FLUORESCENT	FLUOR.	TELEPHONE	TEL.
FOOR/FEET	FT.	TO BE DETERMINED	T.B.D.
GLASS	GL.	TYPICAL	TYP.
GRILLE	GRL.	UNLESS OTHERWISE NOTED	U.O.N.
GROUND FAULT INTER.	GFI.	VERIFY IN FIELD	V.I.F.
GYPSUM WALLBOARD	GWB	VINYL COMPOSITION TILE	VT./VCT
HANDRAIL	HNDRL.	WITH	W/
HARDBOARD	HDBD.	WITHOUT	W/O
HARDWOOD	HDWD.	WOOD	WD.
HEATING, VENT. & A/C	HVAC		
HOLLOW CORE	HC		
HOLLOW METAL	H.M.		
HORIZONTAL	HORIZ.		
INCHES	IN.		
INSULATION	INSUL.		
JUNCTION BOX	J.B.		
LAMINATE	LAM.		
LOW VOLTAGE	L.V.		

REFERENCE SYMBOLS

PLAN NORTH

DRAWING TITLE — 1 DRAWING, 1 1/2" = 1'-0"

DETAIL REFERENCE — 1 / A101

ELEVATION SYMBOLS — 1 / 4 A101 2 / 3

SECTION REFERENCE — 1 / A101

GRAPHICAL SCALE — 0, 2', 4', 8'

DRAWING SYMBOLS

ELEVATION MARKER — LEVEL ELEVATION

SPOT ELEVATION — +2'

REFERENCE GRID LINE — 0

PROPERTY LINE

BREAKLINE

VAPOR BARRIER

OBJECT ABOVE

HIDDEN OBJECT

DIMENSION LINE — 4' - 10"

ALIGNMENT

MATERIAL SYMBOLS

CONCRETE

STEEL

ALUMINUM

BRICK

FINISHED WOOD

CONTINUOUS BLOCKING/ STRUCTURAL LUMBER

NON-CONTINUOUS BLOCKING OR SHIM

EXISTING EARTH

COMPACTED FILL

GRAVEL

SAND

RIGID INSULATION

PLYWOOD

GLASS

PLASTIC LAM. OR WATERPROOFING MEMRANE

GYPSUM WALL BOARD

BATT INSULATION

GLASS (ELEVATION)

OPENING OR VOID

IDENTIFICATION SYMBOLS

ROOM NAME

101 — ROOM TAG

1t — DOOR TAG

1i — WALL TAG

1t — WINDOW TAG

SD — CLG. MTD. COMBINED SMOKE-CO2 DETECTOR HARDWIRE 120V WITH BATTERY

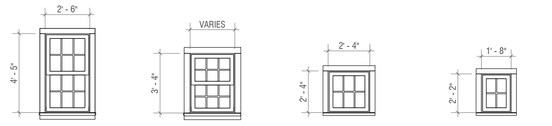
6'-10" — CLG ELEVATION TAG

1 — REVISION SYMBOL AND TAG

EP — ELECTRICAL PANEL

FPSC — INDICATES FIREPROOF SELF-CLOSING DOOR

WINDOW LEGEND

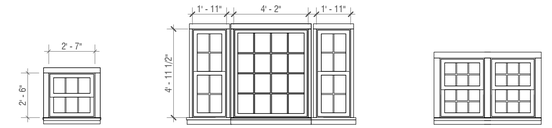


A — TYPE: 6 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

B — TYPE: 6 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

C — TYPE: 6 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

D — TYPE: 4 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

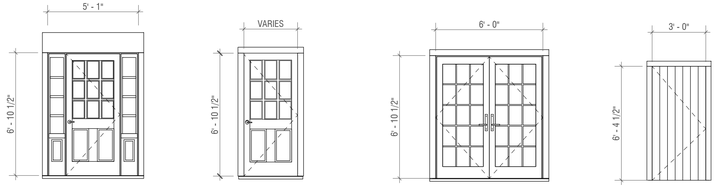


E — TYPE: 6 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

F — TYPE: BAY WINDOW; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

G — TYPE: DOUBLE 6 LITE; SASH: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: CASEMENT; MFGR: CUSTOM

EXTERIOR DOOR LEGEND



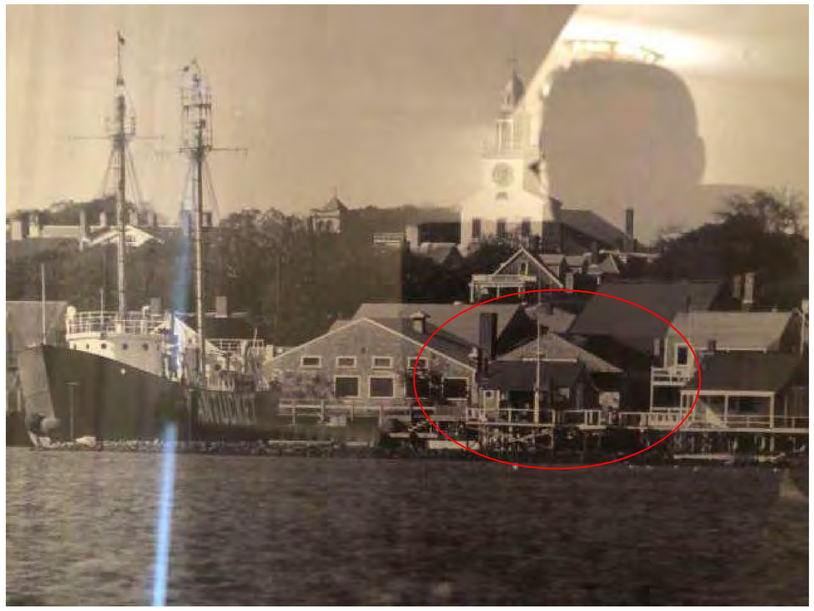
01 — TYPE: ENTRY DOOR W/ SIDE LITES; DOOR: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: SWING; MFGR: CUSTOM

02 — TYPE: SINGLE; DOOR: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: SWING; MFGR: CUSTOM

03 — TYPE: 2 PANEL; DOOR: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: SWING; MFGR: CUSTOM

04 — TYPE: SINGLE; DOOR: MATCH EXISTING; TRIM: MATCH EXISTING; MODEL: SWING; MFGR: CUSTOM

INTERIOR DOOR LEGEND





5/89

BUILDING-STRUCTURE INVENTORY FORM

NANTUCKET HISTORIC DISTRICT COMMISSION
NANTUCKET, MASSACHUSETTS

SURVEY/
FILM ROLL #: 0410-11-15
MAP/PARCEL#: 42Z4 - 001

Recorded By: AEG Date: 10/17 Organization: LHD

IDENTIFICATION:

1. STREET NAME & NO.: 001 D
2. BUILDING NAME: Straight Wharf Fish Market & Stairs Ice Cream
3. OWNERSHIP: ○ a. public ◉ b. private
4. PRESENT OWNER:
5. OWNERSHIP HISTORY: (include owner names, date(s) of ownership, and information source)
1966-1968
6. USE: Original: store Present:
◉ a. seasonal ○ b. year-round
7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: ◉ a. Yes ○ b. No
Interior accessible, explain:
8. MAP -- 3 X 2"



5/89

DESCRIPTION:

10. FOUNDATION
○ a. brick ○ b. rubblestone ◉ c. concrete ○ d. other:

11. STRUCTURAL SYSTEM
○ a. post-and-beam ○ c. masonry load-bearing walls
○ b. balloon wood frame ○ d. other:

12. EXTERIOR WALL MATERIAL: Front Facade:
◉ a. shingles - weathered ○ c. brick ○ e. board and batten
○ b. shingles - painted ○ d. clapboard ○ f. flush boarding
○ g. other:

13. EXTERIOR WALL MATERIAL: Side Elevations:
◉ a. shingles - weathered ○ c. brick ○ e. board and batten
○ b. shingles - painted ○ d. clapboard ○ f. flush boarding
○ g. other:

14. EXTERIOR WALL MATERIAL: Rear Elevation:
○ a. shingles - weathered ○ c. brick ○ e. board and batten
○ b. shingles - painted ○ d. clapboard ○ f. flush boarding
○ g. other:

15. NUMBER OF STORIES: ○ a. 1 ○ c. 1 3/4 ◉ e. 2 1/2 ○ g. other:
◉ b. 1 1/2 ○ d. 2 ○ f. 3

16. ROOF SHAPE: ◉ a. gable ○ c. hip ○ e. other:
○ b. gambrel ○ d. shed

17. ROOFING MATERIAL: ◉ a. composition shingle ○ b. weathered cedar shingle ○ c. slate

18. ROOF FEATURES:
○ a. roof walk ○ e. balustrade
○ b. dormers on street facade ○ f. skylight
○ c. dormers on side elevations ○ g. roof hatch
○ d. dormers on rear elevation ○ h. cupola
○ i. other: vents

19. DORMER ROOF(S): ○ a. gable ○ b. hip ○ c. shed ○ d. other:

20. CHIMNEY MATERIAL: ○ a. brick, unpainted ○ c. brick, parged ○ e. concrete block
○ b. brick, painted ○ d. rubblestone ◉ f. metal

21. CHIMNEY POSITION: ○ a. center ○ b. off-center ○ c. end wall ○ d. other:

22. NUMBER OF CHIMNEYS: ○ a. one ○ b. two ○ c. three ○ d. other:

23. CHIMNEY FEATURES: ○ a. corbelling ○ b. chimney pots/owls ○ c. pilastered

24. FRONT/PRIMARY DOOR LOCATION: ◉ a. center ○ b. off-center

25. FRONT/PRIMARY DOOR FRAME FEATURES: (check several if appropriate)
◉ a. sidelights ○ f. fanlight
○ b. transom ○ g. blind fan
○ c. plank frame ○ h. Greek Revival
◉ d. flush frame ○ i. recessed
○ e. Federal ○ j. other:

26. NUMBER OF BAYS: ◉ a. three ○ c. five
○ b. four ○ d. N/A
○ e. other: + addition

27. WINDOW FRAME TYPE: ◉ a. flush ○ c. bull-nose
○ b. plank frame ○ d. other:

28. WINDOW SASH TYPE(S) - FRONT FACADE:
○ a. 12/12 ○ d. 2/2
◉ b. 9/9 ○ e. casement
◉ c. 6/6 ○ f. other:

29. PORCH:
○ a. front ◉ b. side ○ c. wrap

30. DETAILS: (check several if appropriate)
◉ a. corner boards (plain) ○ e. blinds
○ b. corner boards (beaded) ○ f. watertable
○ c. corner board (single) ○ g. pilasters
○ d. entry stairs w. balustrade ◉ h. trellis
○ i. other:

31. CONDITION: ○ a. excellent ○ c. fair
◉ b. good ○ d. deteriorated

32. INTEGRITY: ○ a. original site ○ b. moved if so, when?:
Major alterations or additions:
(with dates if known)

SIGNIFICANCE:

33. ROLE THE BUILDING PLAYS:
○ a. individually significant ○ b. contributing ◉ c. non-contributing

34. DATE OF INITIAL CONSTRUCTION: SOURCE:
ARCHITECT:
BUILDER:

35. BUILDING TYPE:
○ a. box ◉ c. gable front ○ e. side-gabled
◉ b. additive ○ d. gable ell ○ f. other:

36. STYLE OF ARCHITECTURE:
○ a. pre-1750, 2 1/2-story Lean-to ○ h. Italianate
○ b. post-1750, 1 3/4-story Lean-to ○ i. Second Empire
○ c. Typical Nantucket 4-bay ○ j. Queen Anne
○ d. 1 3/4 story, 3-bay ○ k. Colonial Revival
○ e. Federal ○ l. Shingle style
○ f. Greek Revival ○ m. Bungalow
○ g. Gothic Revival ○ n. Four Square
○ o. other:

37. HISTORICAL AND ARCHITECTURAL IMPORTANCE:

38. SOURCES:
○ a. Registry of Deeds:
○ b. Assessor's Records:
○ c. Lancaster, The Architecture of Historic Nantucket, page:
○ d. H. C. Forman, Early Nantucket & Its Whaling Houses, page:
○ e. Sanborn Maps, date:
◉ f. NHA photos:
○ g. HABS research:
○ h. NHA plaque records:
○ i. other:

GENERAL SETTING AND ORIENTATION OF BUILDING:

39. LOT SIZE: ○ a. 1/2 acre or less ○ b. 1/2 acre or more:

40. APPROXIMATE FRONTAGE: _____ feet

41. SETBACK FROM STREET: ○ a. at sidewalk ○ c. 20 feet or less
○ b. 10 feet or less ○ d. other: ~345'

42. ORIENTATION TO STREET ADDRESS: ◉ a. gabled ○ b. ridge parallel ○ c. other:

43. SURROUNDINGS: (check several if appropriate)
◉ a. densely built-up ○ d. residential
○ b. scattered buildings ◉ e. commercial
○ c. open land ◉ f. old historic district

44. RELATED OUTBUILDINGS AND PROPERTY:
See form(s):
○ a. barn ○ b. privy ○ c. shop ○ d. arbor
○ e. carriage house ○ f. shed ○ g. gardens ◉ h. deck
○ i. garage ○ j. greenhouse ○ k. fence ○ l. parking
○ m. scallop shanty n. landscape features: ○ o. other: pool

45. OTHER NOTABLE FEATURES: (Building or site including interior features if known)

Revision 5/89 RAF/MF

SWR

STRAIGHT WHARF FISH MARKET
4 Harbor Square
Nantucket, MA 02564

OWNER
NIR Retail LLC
75 Park Plaza #3, Boston, MA 02116
T: (617) 985-8700

ARCHITECT
WORKSHOP/APD
WORKSHOP/APD ARCHITECTURE DPC
39 W 38th Street, 7th Fl, New York, NY 10018
T: (212) 273-9712 info@workshopapd.com

CONTRACTOR
THE ANDERSEN COMPANY LLC
PO Box 867 Siasconset, MA 02564
T: (508) 331-3113

STRUCTURAL ENGINEER

LANDSCAPE ARCHITECT

SURVEYOR

ALL DESIGNS & SPECS ARE SUBJECT TO VERIFICATION OF EXG. FIELD CONDITIONS

REVISIONS

01	2021.10.29	HDC REVISION
02	2021.12.20	HDC REVISION
03	2023.02.13	HDC REVISION

NOT FOR CONSTRUCTION

SIGN & SEAL

ISSUES

01	2021.08.23	HDC SUBMISSION

DRAWING INFO

CONSTRUCTION DOCUMENTS	
DRAWN BY:	MLW/CNO
CHECKED BY:	ADK/MLW
DATE:	AUGUST 23, 2021
SCALE:	
PROJ. NO.	321028

HISTORIC INFORMATION

G-101.00

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1. VIEW OF EXISTING ENTRY FROM HARBOR SQUARE



2. VIEW DOWN STRAIGHT WHARF ALONG SOUTH FACADE



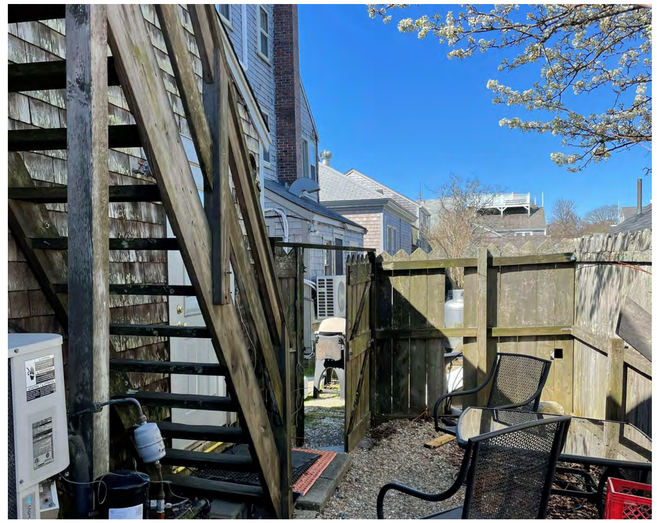
3. VIEW OF EXISTING SOUTHWEST FACADE AT BULKHEAD



4. VIEW OF EXISTING BUILDING FROM STRAIGHT WHARF



5. VIEW DOWN STRAIGHT WHARF ALONG SOUTH FACADE



6. VIEW OF REAR ENTRY AND STAIR ALONG NORTH FACADE



7. VIEW OF EXISTING EAST FACADE FROM STRAIGHT WHARF



8. VIEW OF EXISTING NORTHWEST ROOF FROM OLD NORTH WHARF



9. VIEW OF EXISTING NORTH FACADE FROM OLD NORTH WHARF

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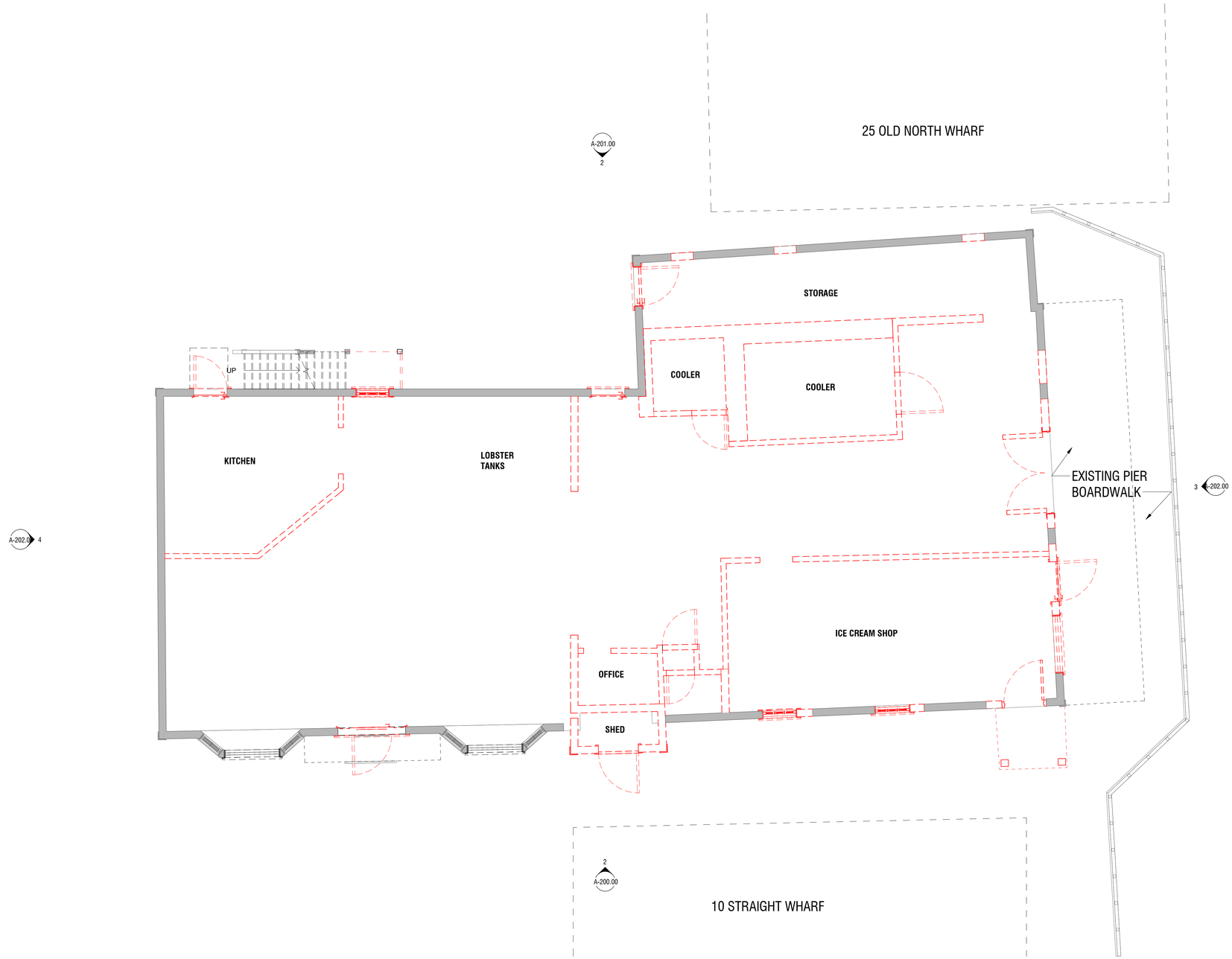
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EXISTING CONDITIONS PHOTOS

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WALL TYPE SYMBOLS

- EXISTING STRUCTURE TO REMAIN, PROTECT AS REQ'D.
- EXISTING STRUCTURE TO BE REMOVED
- NO WORK IN THIS AREA

DEMOLITION NOTES

01. ANY DAMAGE TO NEW CONSTRUCTION OR EXISTING CONDIDITIONS DURING CONTRUCTION IS TO BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
02. CONTRACTOR SHALL RELOCATE, MODIFY AND/OR PATCH ANY EXISTING ITEMS INTERFERING WITH THE INSTALLATION OF NEW WORK WHETHER SHOWN OR NOT ON THESE DRAWINGS.
03. FURTHER DEMOLITION SURVEYS MAY BE REQUIRED FOR INACCESSIBLE AREAS AT THE TIME OF ISSUE OF CONSTRUCTION DOCUMENTS SCOPE OF WORK REVISED DUE TO CONTINUED MATERIAL DETERIORATION, OR INACCESSIBILITY AT TIME OF PREPARATION OF DOCUMENTS, OR ADDITIONAL PROBES CONDUCTED THEREAFTER WILL BE DOCUMENTED AND ISSUED AT THAT TIME FOR A CHANGE IN CONTRACT SCOPE.
04. REMOVE EXISTING, SUSPENDED CEILINGS AND SUPPORT WHERE IN CONFLICT W/ NEW DESIGN. REFER TO REFLECTED CEILING PLAN.
05. ANY ASBESTOS UNCOVERED DURING THE COURSE OF THE WORK MUST BE TESTED PER AGENCY REQUIREMENTS BY A LICENSED INVESTIGATOR AND A REPORT MUST BE SUBMITTED PRIOR TO PROCEEDING WITH HANDLING OR REMOVAL. ALL PIP INSULATION SHALL BE ASSUMED TO CONTAIN ASBESTOS UNTIL TEST CERTIFY CONTRARY.
06. G.C. TO PROVIDE INSPECTION OF ALL AREAS AFFECTED BY THIS WORK SITE ON THE PRESENCE OF LEAD BASED PAINT. G.C. IS FULLY RESPONSIBLE TO EXECUTE HIS WORK ACCORDING TO SAFE WORK PRACTICES AS REQUIRED ANY APPLICABLE AGENCY REQUIREMENTS.
07. MAINTAIN INTEGRITY OF BUILDING STRUCTURE AT ALL TIMES.
08. MAINTAIN INTEGRITY OF ALL WATERPROOFING ELEMENTS THROUGHOUT DURATION AND AFTER COMPLETION OF CONSTRUCTION.
09. MAINTAIN PROPER RATING OF FIRE SEPARATIONS AND STRUCTURAL ELEMENTS AS REQ'D.
10. ALL DEMOLITION IS TO BE DONE UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR.
11. PROVIDE HIGH VOLUME EXHAUST FANS WITH HIGH MICRON FILTERS DURING THE ENTIRE JOB. REPLACE FILTERS WITH APPROPRIATE FILTERS DURING PAINTING AND FLOOR FINISHING. DURING THE WORK, PROVIDE A NEGATIVE FAN IN THE ROOM WITH A TABLE SAW OR OTHER DUST PRODUCING TOOLS.
12. REMOVE EXISTING PARTITION WALLS TO EXTENT SHOWN COMPLETELY TO EXISTING CEILING, PATCH AND PREP ADJACENT SURFACES.

1 EXISTING 1ST FLOOR PLAN (PROPOSED DEMOLITION)

1/4" = 1'-0"

SWR

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4 Harbor Square
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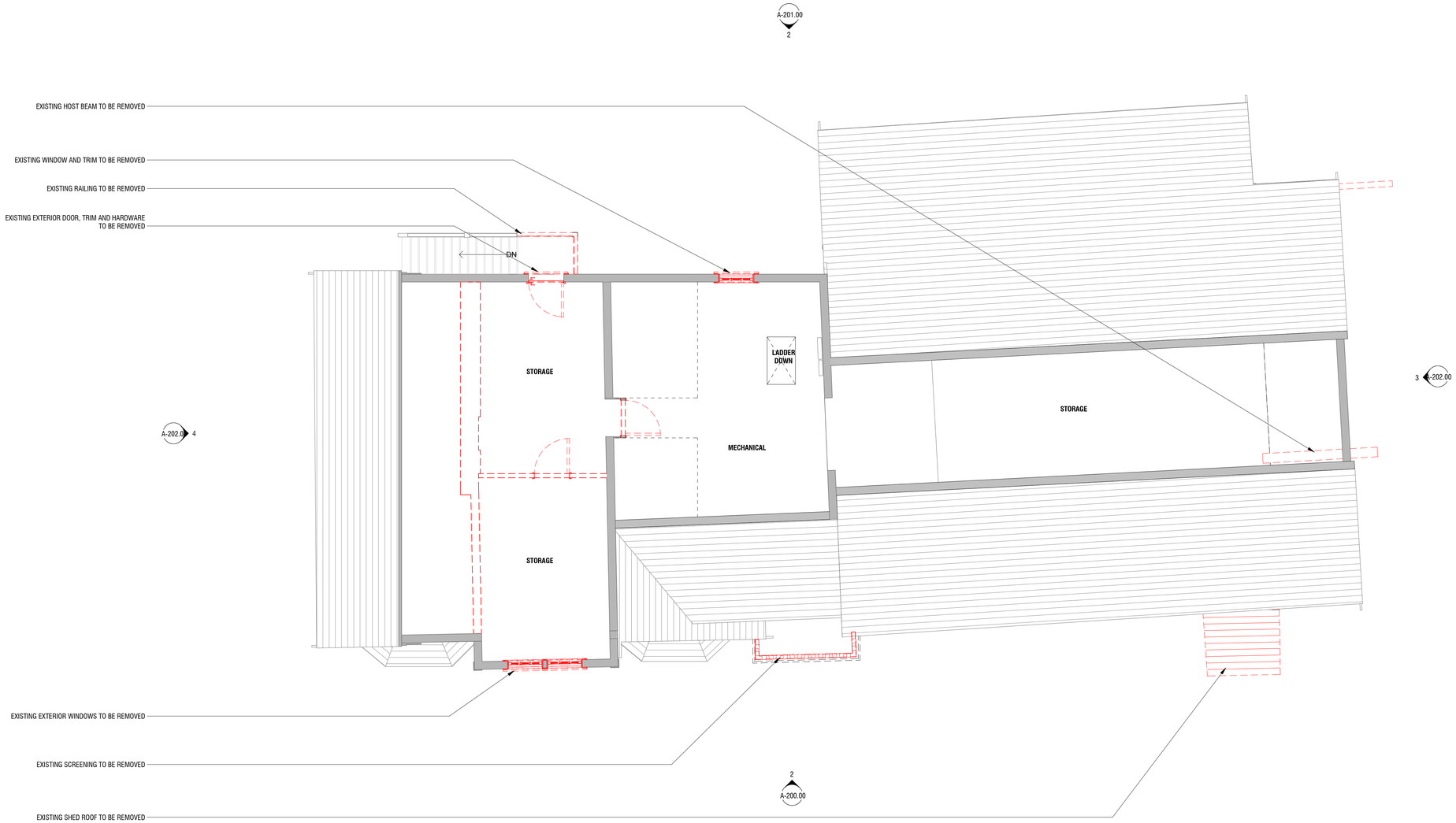
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1ST FLOOR DEMOLITION PLAN

DM-100.00

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1 EXISTING 2ND FLOOR PLAN (PROPOSED DEMOLITION)

1/4" = 1'-0"

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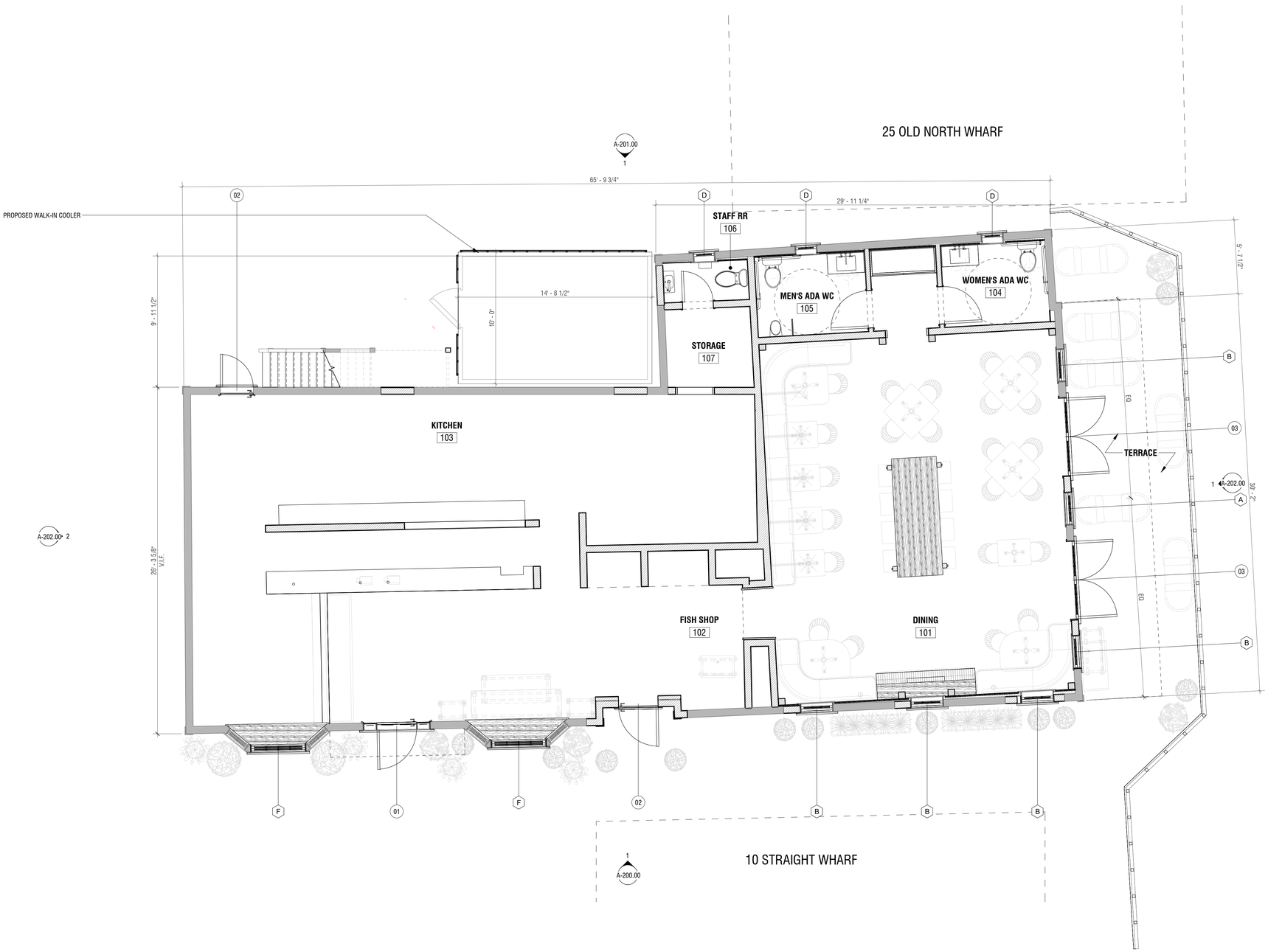
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2ND FLOOR DEMOLITION PLAN

DM-101.00

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1 **1ST FLOOR - PROPOSED PLAN**
1/4" = 1'-0"

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03	2023.02.13		HDC REVISION

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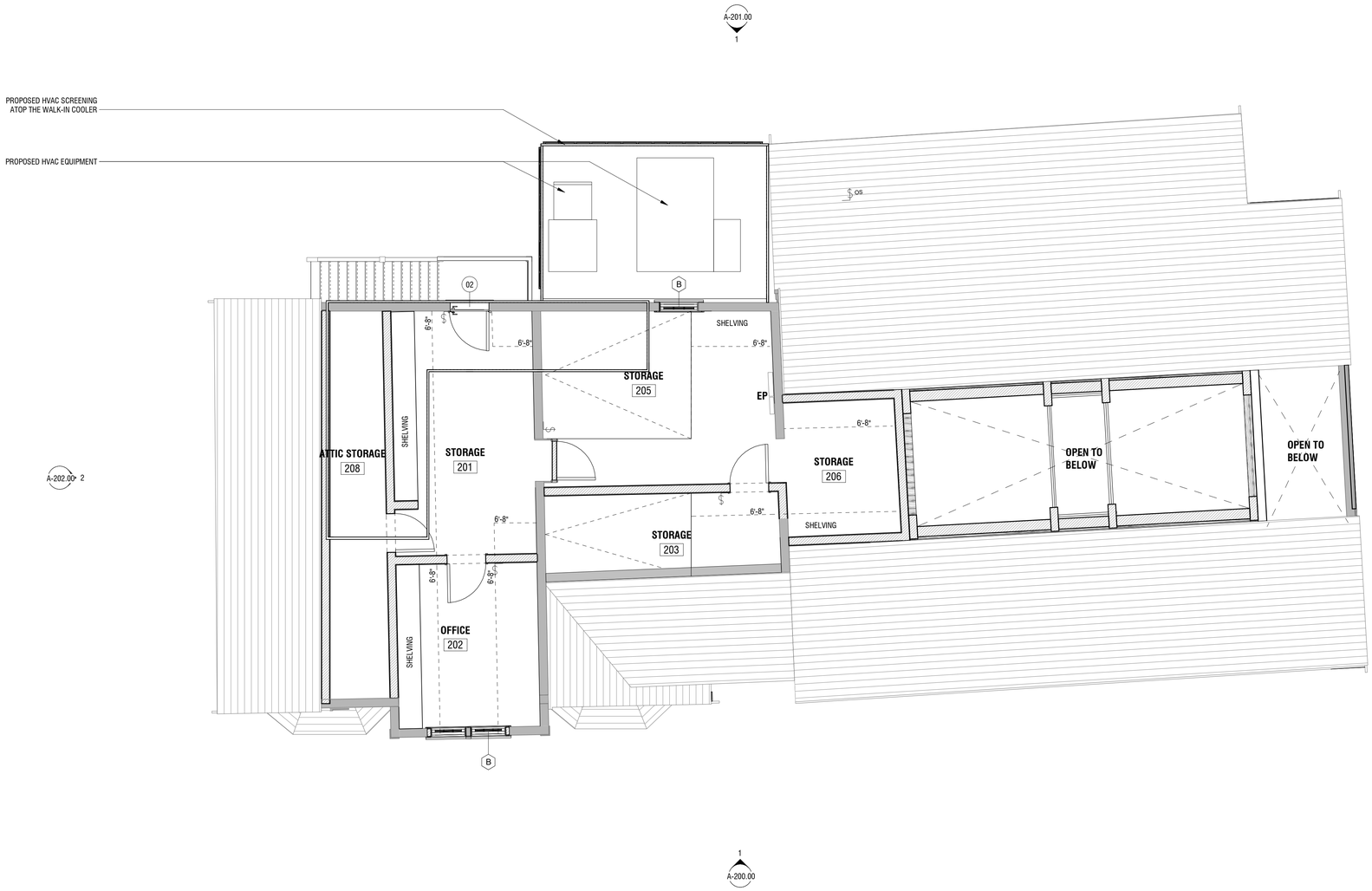
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1ST FLOOR CONSTRUCTION PLAN

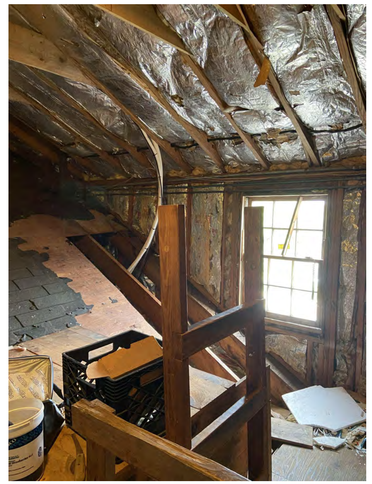
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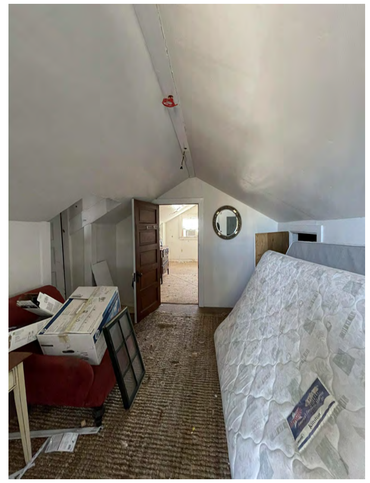
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1 A-202.00





1 2ND FLOOR - PROPOSED PLAN

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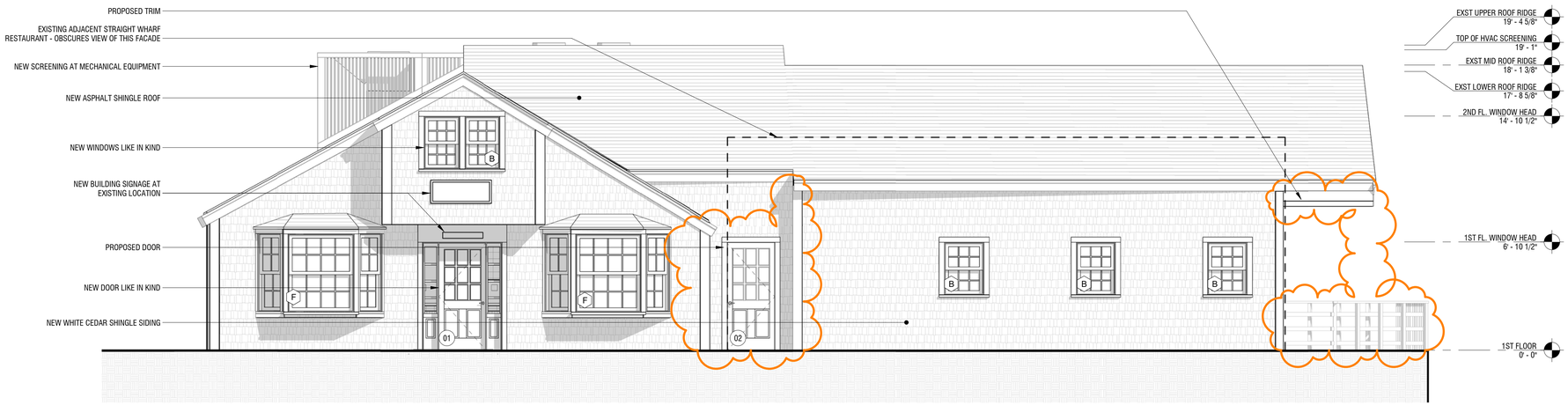
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2ND FLOOR CONSTRUCTION PLAN

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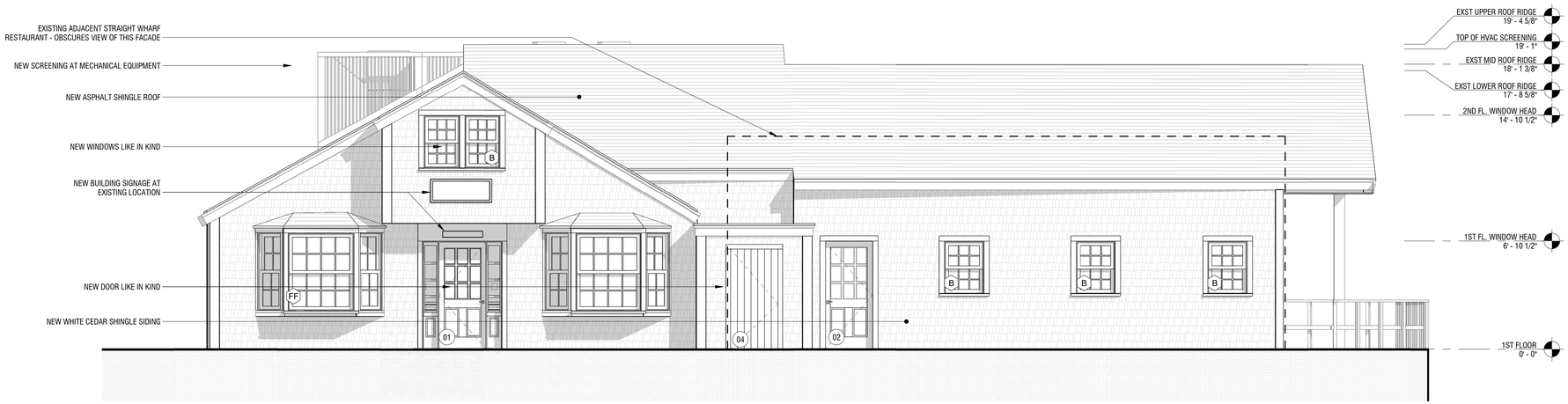


1 EAST ELEVATION - PROPOSED

1/4" = 1'-0"







2 EAST ELEVATION - PREVIOUS SUBMISSION

1/4" = 1'-0"



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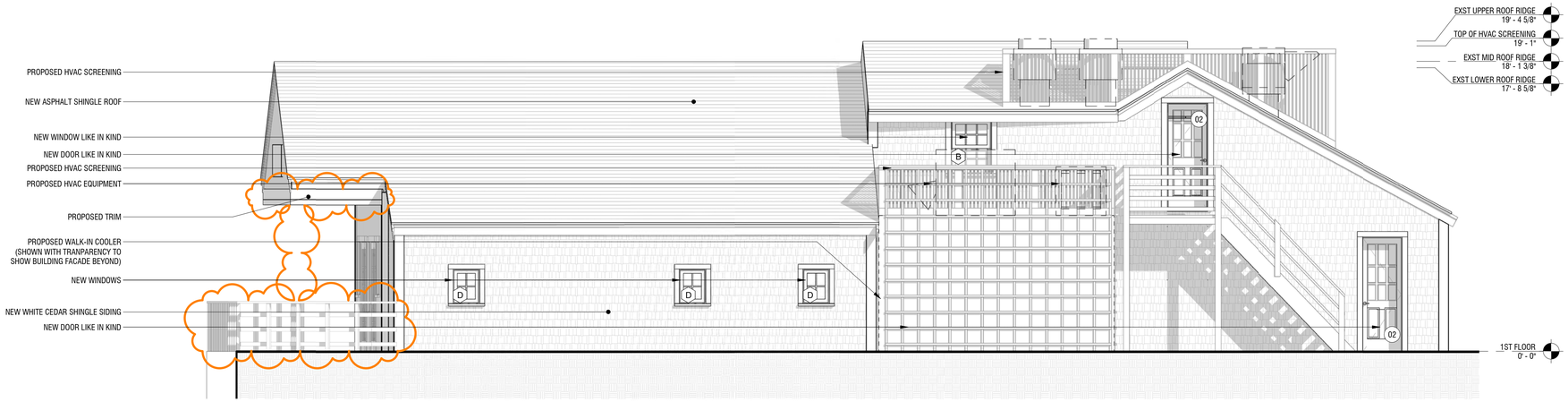
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BUILDING ELEVATIONS

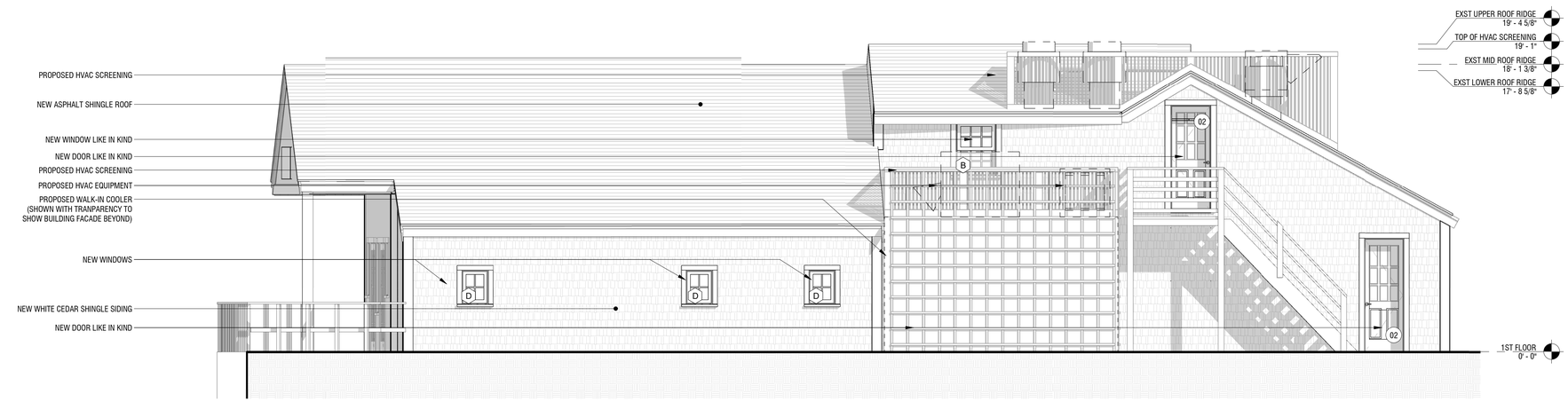
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1 WEST ELEVATION - PROPOSED

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2 WEST ELEVATION - PREVIOUS SUBMISSION

1/4" = 1'-0"

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03	2023.02.13	HDC REVISION

NOT FOR CONSTRUCTION

SIGN & SEAL

ISSUES

01	2021.08.23	HDC SUBMISSION

DRAWING INFO

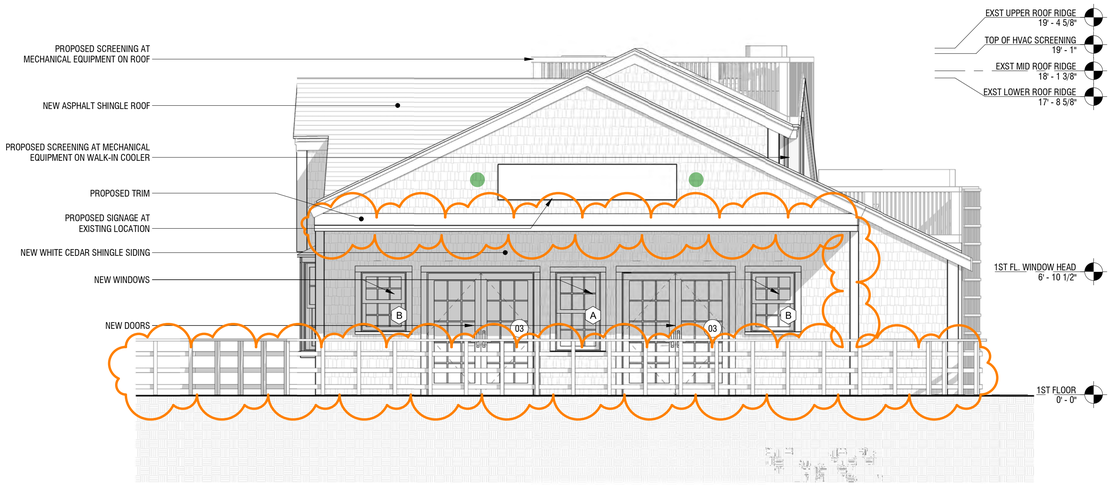
CONSTRUCTION DOCUMENTS

DRAWN BY:	MLW/CNO
CHECKED BY:	ADK/MLW
DATE:	TBD
SCALE:	1/4" = 1'-0"
PROJ. NO.	321028

BUILDING ELEVATIONS

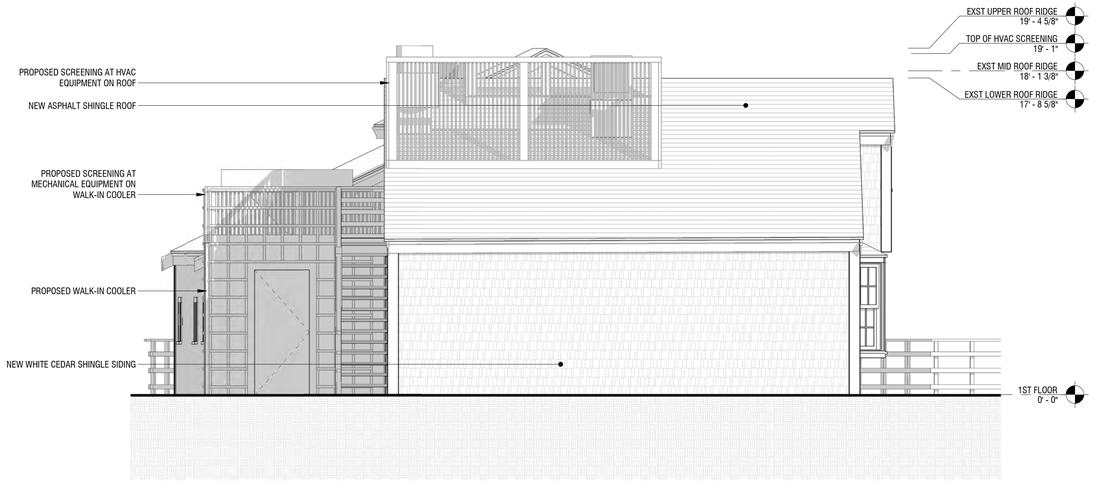
A-201.00

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1 NORTH ELEVATION - PROPOSED

1/4" = 1'-0"



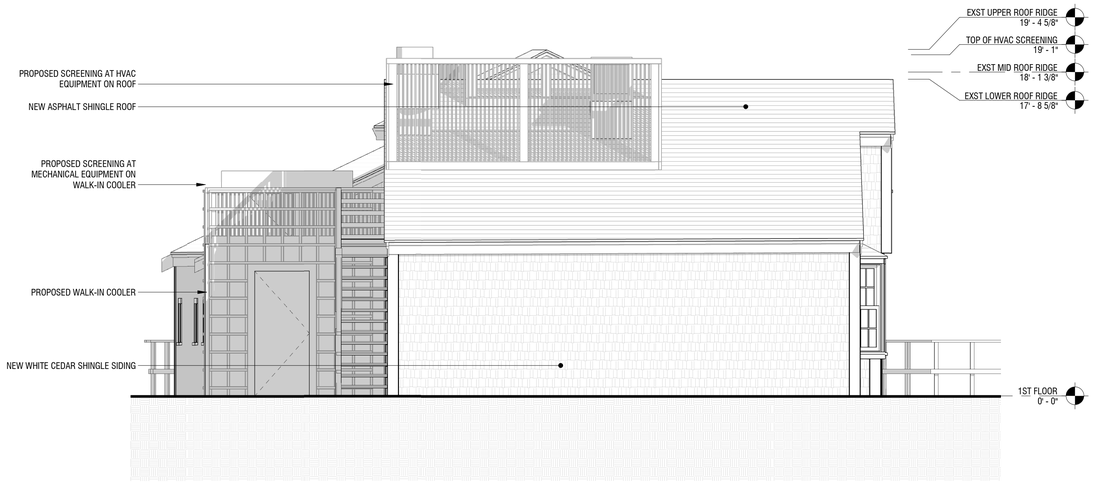
2 SOUTH ELEVATION - PROPOSED

1/4" = 1'-0"



3 NORTH ELEVATION - PREVIOUS SUBMISSION

1/4" = 1'-0"



4 SOUTH ELEVATION - PREVIOUS SUBMISSION

1/4" = 1'-0"

SWR

STRAIGHT WHARF FISH MARKET

4 Harbor Square
Nantucket, MA 02564

OWNER

NIR Retail LLC
75 Park Plaza #3, Boston, MA 02116
T: (617) 985-8700

ARCHITECT

WORKSHOP/APD

WORKSHOP/APD ARCHITECTURE DPC
39 W 38th Street, 7th Fl, New York, NY 10018
T: (212) 273-9712 info@workshopapd.com

CONTRACTOR

THE ANDERSEN COMPANY LLC
PO Box 867 Siasconset, MA 02564
T: (508) 331-3113

STRUCTURAL ENGINEER

LANDSCAPE ARCHITECT

SURVEYOR

ALL DESIGNS & SPECS ARE SUBJECT TO VERIFICATION OF EXG. FIELD CONDITIONS

REVISIONS

01	2021.10.29	HDC REVISION
02	2021.12.20	HDC REVISION
03	2023.02.13	HDC REVISION

NOT FOR CONSTRUCTION

SIGN & SEAL

ISSUES

01	2021.08.23	HDC SUBMISSION

DRAWING INFO

CONSTRUCTION DOCUMENTS	
DRAWN BY:	MLW/CNO
CHECKED BY:	ADK/MLW
DATE:	TBD
SCALE:	1/4" = 1'-0"
PROJ. NO.	321028

BUILDING ELEVATIONS

A-202.00

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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

Public Notice

Please be advised that the Select Board will hold a public hearing on Wednesday, March 15, 2023 at 5:30 PM to consider a New Common Victualler with Wine and Malt Beverages with Cordials Restaurant License and Non-Live Entertainment License for Straight Wharf Fish Market, LLC, d/b/a Straight Wharf Fish Market, located at 4 Harbor Square, Nantucket, MA 02554, Gabriel Frasca, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. This is an updated notice. Previous notice listed the application as an All Alcoholic Beverages License. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Casual clam shack style restaurant with attached fish market. There are 62 seats, 48 in doors and 14 on the harbor side dock.

Additional Application Information:

Straight Wharf Fish Market will be a full-service waterfront seafood market and a casual, family-restaurant restaurant on the harbor. They will be selling local and sustainable fish with grab and go food in the fish market (which will be the main entrance), a robust take-out menu, and then a full menu in the dining room and outdoor seating.

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

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

COMMON VICTUALLER'S LICENSE

Straight Wharf Restaurant Inc. DBA: Straight Wharf Restaurant

6 Harbor Square, Nantucket, MA 02554

License Manager: Gabriel Frasca

In said establishment and at that place only and expires on December 31, 2022 unless sooner suspended or revoked for violations of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.**

LICENSED PREMISES MUST BE CLOSED BY: 1:00 AM

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

INFORMATION ONLY

Jason Bridges
Chair, Select Board

LICENSE FEE: **$50.00**

LICENSE #: 00021-RS-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Straight Wharf Restaurant Corp.
DBA: STRAIGHT WHARF RESTAURANT
PREMISES: 6 Harbor Square Nantucket, MA 02554
MANAGER: Gabriel Frasca

ON PREMISES DESCRIBED AS:
Bar, Dining Room, Lounge. 825 sq. ft. Deck at Front Entrance.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx

INFORMATION ONLY

Chair, Select Board

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **Straight Wharf Restaurant Corp.**
DBA: **STRAIGHT WHARF RESTAURANT**
PREMISES: **6 Harbor Square Nantucket, MA 02554**
MANAGER: **Gabriel Frasca**

LICENSED PREMISES DESCRIBED AS:
Bar, Dining Room, Lounge.

Approved Entertainment:

- **LIVE INSTRUMENTAL MUSIC Up to 10 Instruments (String; Drum; Keyboard)**
- **LIVE VOCAL MUSIC (Up to 5 Vocalists)**
- **RADIO; CD; IPOD**
- **TELEVISION**

Conditions of License:

- **HOURS: 11:00 am to 1:00 am; 7 Days**
- All Entertainment must end by 1:00 am.
- **LOCATION**: Indoors Only (Dining Room and Bar Areas).
- **NO OUTSIDE ENTERTAINMENT PERMITTED.**

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xxx.

INFORMATION ONLY

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022

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

LICENSE FEE: **$50.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER'S LICENSE

Midish Corp. DBA: The Tavern

4 Harbor Square

Nantucket, MA 02554

Manager: Luke Tedeshi

In said establishment and at that place only and expires on December 31, 2022 unless sooner suspended or revoked for violations of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.**

LICENSED PREMISES MUST BE CLOSED BY: 1:00 AM

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

INFORMATION ONLY

Jason Bridges
Chair, Select Board

LICENSE # 00049-RS-0762

LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Midish Corp.
DBA: THE TAVERN
PREMISES: 4 Harbor Square
Nantucket, MA 02554
MANAGER: Luke Tedeschi

ON PREMISES DESCRIBED AS:
Gazebo. First Floor: Dining Room, Patio, Kitchen, Bar, Lounge. Second Floor: Dining Room, Patio, Deck. Third Floor: Storage.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **Midish Corp.**
DBA: **THE TAVERN**
PREMISES: **4 Harbor Square**
Nantucket, MA 02554
MANAGER: **Luke Tedeschi**

LICENSED PREMISES DESCRIBED AS:
Gazebo. First Floor: Dining Room, Patio, Kitchen, Bar, Lounge. Second Floor: Dining Room, Patio, Deck. Third Floor: Storage.

Approved Entertainment:

- **AMPLIFIED RECORDED MUSIC ONLY**
- **RADIO; CD PLAYER; IPOD**
- **TV (3) WIDESCREENS (27"+)**

Conditions of License:

- **HOURS: 11:30 am to 1:00 am; 7 Days**
- All Entertainment must end by 1:00 am.
- **LOCATION**: Bar; Lounge; Dining Room on second floor; Patio; Gazebo.
- **AMPLIFICATION**: Recorded Music Only via House Speakers.

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xxh day of xx.

INFORMATION ONLY

Chair, Select Board

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

LICENSE FEE: **$50.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER'S LICENSE
CRU ACK LLC DBA: CRU
49 Straight Wharf, Nantucket, MA 02554
License Manager: Jane Stoddard

In said establishment and at that place only and expires on December 31, 2021 unless sooner suspended or revoked for violations of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.**

LICENSED PREMISES MUST BE CLOSED BY: 1:00 AM

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

INFORMATION ONLY

Jason Bridges
Chair, Select Board

LICENSE #: 00201-RS-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: CRU ACK, LLC
DBA: CRU
PREMISES: 49 Straight Wharf
Nantucket, MA 02554
MANAGER: Jane Stoddard

ON PREMISES DESCRIBED AS:
3 Dining Rooms, 2 Bars and outdoor patio space. Main entrance in the front of the building with ramp to dining area. Exits located throughout the perimeter of the premises.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: CRU ACK, LLC
DBA: CRU
PREMISES: 49 Straight Wharf
Nantucket, MA 02554
MANAGER: Jane Stoddard

LICENSED PREMISES DESCRIBED AS:
3 Dining Rooms, 2 Bars. Main entrance in the front of the building with ramp to dining area. Exits located throughout the perimeter of the premises.

Approved Entertainment:

- **RADIO; IPOD; CD**
- **WIDESCREEN TELEVISION (3)**
- **DISC JOCKEY**
  (Weddings and Special Events only)

Conditions of License:

- **HOURS (Mon. – Sat.): 11:00 am to 1:00 am**
- **HOURS (Sunday): 1:00 pm to 1:00 am**
- **AMPLIFICATION:** Disc Jockey/Amplified Music using the installed sound system/speakers in restaurant and bar areas only.
- No additional commercial sound system will be used.

BOARD OF SELECTMEN REVIEW::

- **The Board of Selectmen will review the above in the event any verified noise complaints are received and/or violations to license conditions are reported by the Business License Inspector.**

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

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

LICENSE FEE: **$50.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER'S LICENSE
CRU ACK LLC DBA: CRU
49 Straight Wharf, Nantucket, MA 02554
License Manager: Jane Stoddard

In said establishment and at that place only and expires on December 31, 2021 unless sooner suspended or revoked for violations of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.**

LICENSED PREMISES MUST BE CLOSED BY: 1:00 AM

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

INFORMATION ONLY

Jason Bridges
Chair, Select Board

LICENSE #: 00210-RS-0762

LICENSE FEE: **$3,900.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Surfside Smokehouse LLC
DBA: B-ACK YARD BBQ
PREMISES: 20 Straight Wharf
Nantucket, MA 02554
MANAGER: Frederick Bisaillon

ON PREMISES DESCRIBED AS:
1990 sq. ft. of overall space to include: Take-out area: 90 sq. ft.; Bar area: 345 sq. ft.; Front dining room: 396 sq. ft. Mechanical storage area: 90 sq. ft.; Rear dining room: 448 sq. ft. Three (3) bathrooms: 79 sq. ft.; Kitchen: 464 sq. ft.; Walk-in cooler: 56 sq. ft. Office: 25 sq. ft.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

LICENSE FEE: **$100.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **Surfside Smokehouse LLC**
DBA: **B-ACK YARD BBQ**
PREMISES: **20 Straight Wharf**
Nantucket, MA 02554
MANAGER: **Frederick Bisaillon**

LICENSED PREMISES DESCRIBED AS:
1990 sq. ft. of overall space to include: Take-out area: 90 sq. ft.; Bar area: 345 sq. ft.; Front dining room: 396 sq. ft. Mechanical storage area: 90 sq. ft.; Rear dining room: 448 sq. ft. Three (3) bathrooms: 79 sq. ft.; Kitchen: 464 sq. ft.; Walk-in cooler: 56 sq. ft. Office: 25 sq. ft.

Approved Entertainment:

- **LIVE INSTRUMENTAL MUSIC**
  4-6 Instruments to include: Guitar, Bass, Violin, Accordion, Percussion, Keyboard
- **VOCALISTS (1-3)**
- **RADIO; IPOD**
- **TV(11); WIDESCREENS (27"+)**

SPECIAL EVENT LIVE ENTERTAINMENT::

- **DISC JOCKEY APPROVED FOR PRIVATE FUNCTIONS ONLY.**

Conditions of License:

- **HOURS: 11:00 am to 1:00 am; 7 Days**
- All Entertainment must end by 1:00 am.
- **LOCATION**: Live Entertainment to be in Right Rear Corner of Dining Room only.

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

INFORMATION ONLY

Chair, Select Board

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

From:	Sarah Alger
To:	Amy Baxter; Jason M. Bridges
Cc:	Erika Mooney; "Arthur Gasbarro"; DANIELLE DEBENEDICTIS; Holly Visco; STRAIGHT WHARF - Gabriel Frasca (gabrielfrasca@gmail.com); kevin burleson
Subject:	RE: Straight Wharf Fish Market license applications
Date:	Wednesday, March 8, 2023 2:26:47 PM

Dear Ms. Baxter,

Thank you for your response.

I did not say that the information was not received in a timely manner. What I did say was that the timeframes involved make it difficult, if not impossible, to provide a complete, written opposition to the Board prior to the preparation and distribution of the pre-hearing packet to the Board and the public. This is not a criticism of you or anyone else; rather, it is a statement of fact about the process. I am sorry that you chose to respond in such a defensive manner.

The purpose of my email was simply to let the Board know that there is opposition to this project, so that the packet can reflect that there is opposition and so that the Board is not caught by surprise when opposition is presented at the hearing next week.

Regards,

Sarah Alger

Sarah F. Alger, PC

Four North Water Street
Nantucket, Massachusetts 02554
508-228-1118 telephone
508-228-8004 fax

Five Parker Road
Osterville, Massachusetts 02655
508-428-8594 telephone
508-420-3162 fax

WIRE FRAUD ALERT: Email hacking to fraudulently misdirect funds is on the rise. ALWAYS CONFIRM WIRE INSTRUCTIONS. If you receive an e-mail or other communication from this office requesting that you wire or otherwise transfer funds, please call a known contact person at this firm using a telephone number found through an independent source to verify the request and any corresponding instructions before you initiate any transfer. Please do not rely on an email that appears to originate from this office. We are not responsible for any wires sent by you to an incorrect bank account. Our wiring instructions never change.

CONFIDENTIALITY NOTICE: This e-mail is intended to be viewed only by the addressees. It may contain privileged and confidential data that is exempt from disclosure under applicable law. Any dissemination of this e-mail is strictly prohibited without our prior written consent. If you are not an intended recipient, or an employee or agent thereof, or if you received this e-mail in error, please notify us immediately by reply e-mail and delete the original e-mail and any copies. We make no representations or warranties concerning the safety of this e-mail or any attached documents and suggest that all received documents be scanned by available virus detection software.

From: Baxter, Amy <abaxter@police.nantucket-ma.gov>
Sent: Wednesday, March 8, 2023 13:02

To: Sarah Alger <sfa@sfapc.com>; jmbridges@nantucket-ma.gov
Cc: Erika Mooney <EMooney@nantucket-ma.gov>; 'Arthur Gasbarro' <art@nantucketengineer.com>; DANIELLE DEBENEDICTIS <ddeb95@aol.com>; Holly Visco <hjv@sfapc.com>; STRAIGHT WHARF - Gabriel Frasca (gabrielfrasca@gmail.com) <gabrielfrasca@gmail.com>; kevin burleson <k.burleson83@gmail.com>
Subject: RE: Straight Wharf Fish Market license applications

Ms. Alger,

I provided the information from the applicant the minute it was sent to me and I was able to redact the personal information and well within the required reporting time. Can you please outline for me what additional information you are waiting for? We provided the application materials required for these licenses including my email chain with the applicants to prepare the packet. You are telling the Select Board that you did not receive the materials in time which is incorrect and you also are waiting on the balance of information and I am unsure what that means. If it is in response to the additional licenses of establishments in the area that I received this morning, we will fill that request as soon as time permits in the next two days. FOIA requests allow 10 business days for response and we will fill it within 24 hours of receipt. Completing the Select Board packet for the 10 Public Hearings next week will take priority this afternoon. You have also received the information before the Select Board and the public.

I will share the information sent today and the correspondence with Mr. Gasbarro to the Select Board separately. I would appreciate our response be included in the packet information as well.

Thank you,

Amy C. Baxter
Licensing Administrator

From: Sarah Alger <sfa@sfapc.com>
Sent: Wednesday, March 8, 2023 12:40 PM
To: jmbridges@nantucket-ma.gov
Cc: Erika Mooney <EMooney@nantucket-ma.gov>; 'Arthur Gasbarro' <art@nantucketengineer.com>; Baxter, Amy <abaxter@police.nantucket-ma.gov>; DANIELLE DEBENEDICTIS <ddeb95@aol.com>; Holly Visco <hjv@sfapc.com>
Subject: Straight Wharf Fish Market license applications

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Dear Mr. Bridges,

I represent the Old North Cooperative and have been working with Art Gasbarro in connection with the above matter. I am aware that there are other concerned citizens, at least one of whom, a

direct abutter, is represented by Attorney Daniele deBenedictis.

Today we received from the Town some of the information that we requested last week when we first received notice of these public hearings. With this information now in hand, we are putting together our concerns about the application and hopefully will be in a position next week to fully explain them to the Board at the public hearings. We also expect to receive the balance of the information we have requested in time for it to be useful in our preparations.

My purpose in writing today is simply to let you know, for the record, that there is significant opposition to the issuance of these licenses. Unfortunately, given that we are only now receiving a portion of the requested information, the time is insufficient to provide the Board with a comprehensive written narrative of my client's concerns and the reasons for them that could be included in the pre-hearing packet. I did not want that packet to go out to the Board and the general public, as others have, without at least a note that there are real concerns about these applications that the Board should carefully consider when it deliberates. As a result, I would ask that you please include a copy of this email in the packet.

Thank you for your attention. I look forward to being able to address the Board in detail next week during the public hearings.

Regards,

Sarah Alger

Sarah F. Alger, PC

Four North Water Street
Nantucket, Massachusetts 02554
508-228-1118 telephone
508-228-8004 fax

Five Parker Road
Osterville, Massachusetts 02655
508-428-8594 telephone
508-420-3162 fax

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Harvey Jones
300 Ridgeview Drive
Palm Beach, FL 33480

March 9, 2023

Jason Bridges,
Nantucket Select Board Chair
c/o Town Administration
16 Broad Street, 1st Floor
Nantucket, MA 02554

Dear Mr. Bridges,

I am writing to you to express my opposition to a liquor license for the "new" Straight Wharf Fish Market. I am a 35+ year Nantucket homeowner, 20+ year owner of cottages on Old North Wharf and an Officer & Treasurer of the Old North Wharf Cooperative.

As I am sure you are aware, the Old North Wharf (ONW) is a very special place and a real Nantucket asset. It's waterfront profile is one of the most (if not THE most) photographed and painted scene on the Island. Strolling the wharf and admiring the modest, well-kept cottages is done repeatedly by island residents and visitors, old & new, day & night. Not a small part of the charm of ONW is how peaceful it is, despite being in the middle of a vibrant commercial downtown.

The ONW Cooperative, made up of the Wharf's cottage and dock owners, works hard to maintain the integrity of this peaceful lifestyle while sharing its beauty with all comers. Part of that effort is to employ security (off duty NYPD officers) to patrol the wharf on weekends when revelry from the existing downtown bars (primarily The Gazebo and The Straight Wharf Bar) spills out and threatens to spoil the quiet on the wharf. These security patrols have minimized but not eliminated disturbances on our wharf.

For as long as I can remember, the (former) Straight Wharf Fish & Stars Ice Cream served as a significant buffer between the ONW and the lively crowds on Straight Wharf. While the fish and ice cream were popular, there was no alcohol involved and their hours were reasonable. The prospect of a new bar and restaurant immediately adjacent to the Coop is scary and threatens the very quality of life on the wharf.

Speaking personally, a family restaurant that had no bar; no license to serve alcohol; and closed at a reasonable hour would be acceptable. Even a format, like the old Black Eyed Susan's, that permitted restaurant (no bar) patrons to "BYO" their own wine & beer and closed by 11pm would be acceptable.

Between The Gazebo, the Straight Wharf Bar and CRU, there are plenty of options for cocktails on Straight Wharf. Another full-service bar with noisy outdoor seating is not needed and will most certainly degrade the tranquility on Old North Wharf.

Please reject any application for a full-service wine, beer & liquor license.

Respectfully,



Harvey Jones

Cell: 650-868-3434
Email: harveycjones@gmail.com
Island Residence: 78 Main Street

From:	Holly Bartlett
To:	Jason M. Bridges
Cc:	Town Manager; Erika Mooney; Amy Baxter; Licensing@police.nantucket-ma.gov
Subject:	Letters in Opposition to Straight Wharf Fish Store Expansion to 62 seat Restaurant
Date:	Thursday, March 9, 2023 3:55:29 PM

My name is Holly Bartlett and I am a summer resident in Nantucket for several years. I would like to convey my opposition to the New restaurant at The Straight Wharf fish store.
The location is inappropriate for a liquor license. There is a residential use structure approximately 18-inches from the establishment and at least a dozen more residential-use structures within 200-feet.
The proposed 62 seats, including 14 outdoors, will generate traffic and noise that would have a significant impact on the peace and enjoyment of property owners in the area.
There are a number of establishments within 350-feet of this location at which alcohol may be obtained, so the public is well-served and there is no need for an additional licensed location.
I hope you can considerate all these very valid reasons and understand that for the residents this is an important matter to convey.

Wishing you a good rest of your day,

Holly J. Bartlett.

You can't go back and change the beginning, but you can start where you are and change the ending.
C.S. Lewis

Note from Holly Bartlett

This email was scanned by Bitdefender

SARAH F. ALGER, P.C.

ATTORNEYS AT LAW

FOUR NORTH WATER STREET • NANTUCKET, MASSACHUSETTS • 02554

TELEPHONE: 508-228-1118 FACSIMILE: 508-228-8004

SARAH F. ALGER
sfa@sfapc.com

JENNIFER E. CAREY
jec@sfapc.com

FIVE PARKER ROAD • POST OFFICE BOX 449
OSTERVILLE • MASSACHUSETTS • 02655
TELEPHONE: 508-428-8594 FACSIMILE: 508-420-3162

JOHN R. ALGER
1931–2007

March 9, 2023

Email: pmurphy@nantucket-ma.gov

Paul Murphy, Building Commissioner
Planning and Land Use Services
Town of Nantucket
Two Fairgrounds Road
Nantucket, Massachusetts 02554

RE: "Straight Wharf Fish Market"
Straight Wharf, Map 42.2.4, Parcel 1

Dear Mr. Murphy,

I represent the Old North Wharf Cooperative, which owns the properties on Old North Wharf, including the home at 25 Old North Wharf that is approximately eighteen (18) inches away from the structure under construction at the above property pursuant to building permit number BLDC-2021-10-0184 (the "Permit"), copy attached.

Although the Permit is only to "Remove Existing Equipment, Interior Only, Remove Existing Drywall, Remove Walls per Attached Plan," the work that has been done to date appears to have gone well beyond the scope of the Permit. For example, the Permit indicates the "Total Cost of Improvement" to be $7,975, but the actual cost, given the extent of the work actually done, has to be more in the range of tens of thousands, if not hundreds of thousands. Please see the attached photos.

In addition, the proposed use on the Permit is stated to be "Retail." My understanding, based upon applications made to other Town agencies, is that a new sixty-two (62) seat restaurant is proposed for this location, which was previously used as a retail fish market and take-out ice cream stand. No application for this change of use has been made to date.

I am attaching a copy of the application for a "New Common Victualler [sic] with Wine and Malt Beverages with Cordials Restaurant License and Non-Live Entertainment License" for a new sixty-two (62) seat restaurant, forty-eight (48) of which are interior, and 14 exterior, at this location. As you will see, the floor plans from the approved Historic District Commission Certificate of Appropriateness, which were included as part of the license application, depict a new restaurant with a commercial use area of at least 2,300 square feet.

Although the license application indicates "Change of Use No" and leaves the "Planning Board/Zoning" field uncompleted, the change in use of this structure from a retail fish market and take-out ice cream stand to a new sixty-two (62) seat restaurant constitutes a change of use under the Nantucket Zoning Bylaw (the "By-law") that requires a permit from your office under By-law §139-26.

In addition, the change of use to a restaurant represents an alteration, extension, and intensification in use for this location that requires the issuance by the Nantucket Planning Board of a Major Commercial Development ("MCD") special permit pursuant to Bylaw §139-11. To date, no such permits have been requested or issued.

By-law §139-11.B provides that:

> A MCD shall be defined as a single commercial structure or use, or a group of commercial structures or uses, which is proposed to be constructed on a single lot or tract of land or on contiguous tracts of land and held in common ownership or control, meeting, in the aggregate, any one or more of the following criteria:
>
> (1) Five thousand square feet of commercial use, including, but not limited to, the total of the following:
>
> (a) Gross floor area of commercial use, including roofed-over storage areas;
>
> (b) Outdoor commercial use, including but not limited to sand, gravel or topsoil borrow operations and asphalt plants; land

used commercially for recreation; and land used for the exterior storage or display of merchandise, equipment or material.

(2) Four thousand square feet or more of gross floor area of commercial use, including roofed-over storage areas.

(3) A commercial use requiring 20 or more off-street parking spaces pursuant to §139-18. A motor vehicle parking lot as defined in §139-2 which contains 20 or more parking spaces shall not be considered an MCD.

(4) Auditorium, theater or place of public assembly use with a rated legal occupancy of 100 or more persons.

(5) Restaurant, club and/or bar use with a combined rated legal occupancy of 100 or more.

(6) Developments which generate an estimated 10,000 gallons per day of wastewater.

(7) Marinas, wharfs and piers containing 250 lineal feet or more of tie-up space for vessels.

(8) Transient residential facilities with 10 or more guest rooms or units.

By-law §139-11.C provides that:

Preexisting nonconforming uses shall be subject to this subsection when any extended or altered portion of the commercial use(s), added together starting from the effective date (April 4, 1979, as amended), meets or exceeds the criteria of Subsection B above, which defines a MCD.

The other commercial uses on the parcel on which this restaurant is proposed to be located include Provisions, The Tavern, the Gazebo, Cru, and Straight Wharf restaurants, as well as several retail shops. The parcel is owned by NIR Retail LLC.

NIR Retail LLC also owns, among other parcels, the contiguous parcels shown as Parcel 15 (Straight Wharf), Parcel 35 (One New Whale Street), Parcel 2 (Old North Wharf), and Parcel 11 (11 New Whale Street). The commercial uses on these contiguous parcels include, but are not limited to, Hy-Line Cruises, Oath Pizza, Slip 14, Bar Yoshi, the Anglers Club, numerous retail shops, and the entire Boat Basin.

The "combined rated legal occupancy" of this proposed new sixty-two (62) seat restaurant is not set forth in any of the materials that I have seen thus far, but if it is one hundred (100) or more, then the MCD threshold is exceeded. And, even if this restaurant on its own does not trigger the need for an MCD special permit, then certainly the "extended or altered portion of the commercial use(s) [on this parcel and the contiguous parcels in common ownership], added together starting from the effective date [of By-law §11] (April 4, 1979, as amended), meets or exceeds the criteria of Subsection B" of By-law §139-11, as provided in By-law §139-11.C, and an MCD special permit is required for the proposed restaurant use.

I want to bring this matter to your attention prior to the issuance of a Certificate of Occupancy for this structure and before any licenses for the new proposed restaurant use are approved by the Select Board.

It is important to my client that this project go through the required permitting process so its concerns can be addressed through the public hearing process and so that the Planning Board can "impose conditions, safeguards and limitations" in accordance with By-law §139-11.D should the Planning Board find that granting an MCD special permit is appropriate.

Please let me know if you have any questions or need anything further.

Thank you for your attention to this matter.

Sincerely,

SFA/

Enclosures

cc by Email: Jason Bridges, Chair, Select Board
Marcus Silverstein, Zoning Enforcement Officer
Andrew Vorce, Director of Planning
Leslie Snell, Deputy Director of Planning
Megan Trudel, Land Use Specialist
Amy Baxter, Licensing Administrator
C. Elizabeth Gibson, Town Manager
Erika Mooney, Operations Administrator
John Twohig, Esquire, NIR Retail LLC
Gabriel Frasca, Manager, Straight Wharf Fish Market
Kevin Burelson, Manager, Straight Wharf Fish Market
Danielle deBenedictis, Esquire
Arthur D. Gasbarro III, PE, PLS, LEED AP
Old North Wharf Cooperative

COMMONWEALTH OF MASSACHUSETTS
Town of Nantucket
Planning and Land Use Services
2 Fairgrounds Road - Nantucket, MA 02554

Permit

Permit NO.: BLDC-2021-10-0184
Permit Type: **Building (Commercial)**
Work Classification: **Demolition**
Permit Status: **Issued**

Issue Date: 10/28/2021 | **Expiration:**

Location Address	Parcel Number
0 STRAIGHT WF, Nantucket, MA 02554	42.2.4 1

Contacts

NIR RETAIL LLC — **Parcel Owner** 75 PARK PLAZA, BOSTON, 02116 (508)257-8500	SCOTT ANDERSEN — **Applicant** 282 Madaket Road, Nantucket, MA 02554 (508)331-3113 SCOTT@THEANDERSENCOMPANY.COM
ERIK JUNGHANS — **Contractor** 26 EQUATOR RD, NANTUCKET, MA 02554 (774)404-1975	

Description: REMOVE EXISTING EQUIP.REMOVE DRYWALL/REMOVE WALLS

Valuation: $0.00
Total Sq Feet: 0.00

Inspection Requests:
(508) 325-7587

Fees	Amount
Miscellaneous	$75.00
Total:	**$75.00**

Payments	Amt Paid
Total Fees	**$75.00**
Check # 7813	$75.00
Amount Due:	**$0.00**

Inspections:	
Inspection Type	
Foundation	
Framing	
Throat Inspection - Chimney	
Insulation	
Steel	
Final	
Final - Chimney	
HDC	
Planning Board	

Provided that the person accepting this Permit shall conform to the terms of the application on file in the Building Department and to the provisions of the Statutes and the Ordinances relating to the Construction, Maintenance and Inspection of buildings in the Town of Nantucket, and the Massachusetts State Building Code 780 CMR 9th Edition.

A certificate of Occupancy will be issued upon return of this Permit only after all the required Inspections have been signed and dated by the appropriate Inspector.

This Permit shall become Invalid SIX (6) months from the date of issue if the work permitted has not commenced or is not progressing continuously to completion as far as reasonably practicable.

Persons contracting with unregistered contractors do not have access to the Guaranty Fund 780 CMR/MGL c142A.

October 28, 2021

Issued By: Department Building — Date

Date

Date

5. IDENTIFICATION - To be completed by all applicants

	Name	Mailing address - Number, street, city and state	Zip Code	Telephone No.
1. Owner or Lessee	NIR LLC	75 Park Plaza		508-257-8500
		Boston, MA 02115		
2. Contractor	Print Name Erik Junghans	26 Equator Road	Builder's License CS-089614	774-404-1975
	Signature EJunghans	Nantucket, MA 02554	Date 08/06/22	
3. Contact Person	Scott W Andersen	282 Madaket, Rd Nantucket 02554	Date 10/15/21	508-331-3113

Works Compensation Insurance Certificate or Affidavit must be submitted with this application.

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

Signature of applicant: Scott W Andersen — Address — Telephone # 508-331-3113

Scott W Andersen (Print name) — 282 Madaket Road, Nantucket 02554 — E-Mail Address: scott@theandersencompany.com

DO NOT WRITE BELOW THIS LINE

6. PLAN REVIEW RECORD - For Office Use

Plans Review Required				
HISTORIC DISTRICTS COMMISSION				
SEPTIC				
SEWER				
WATER WELL COMPLETION REPORT				
CONSERVATION COMMISSION				
FIRE CHIEF				
OVER-THE-ROAD (Board of Selectmen)				
ROAD OPENING PERMIT (DPW)				
PLUMBING				
ELECTRICAL				

7. VALIDATION

Building Permit Issued _____

Building Permit Fee 75.00 –

Date of Issuance of Certificate of Occupancy _____

FOR DEPARTMENT USE ONLY

Use Group _____

Occupancy Load _____

Census No. _____

Approved by: _____ Building Commissioner

PAID OCT 26 2021 BY: LS

PLANNING OFFICE OCT 15 2021 RECEIVED

BLDG 2021-10-0184 BUILDING PERMIT NUMBER

APPLICATION FOR BUILDING PERMIT

IMPORTANT - Applicant to complete all items in Sections: 1, 2, 3, 4, and 5 Please Print

1. LOCATION OF BUILDING

OWNERS NAME (print): NIR LLC (Last First Middle Initial)

No. 0 Straight Wharf (No. Street)

Assessor's Map No. 42.2.4 Assessor's Parcel No. 1

2. TYPE AND COST OF BUILDING - All applicants complete Parts A-E

A. TYPE OF IMPROVEMENT
- ☐ New Building
- ☐ Addition
- ☐ Alteration
- ☐ Repair, replacement
- ☒ Demolition
- ☐ Moving

B. OWNERSHIP
- ☒ Private
- ☐ Public

C. COST
TOTAL COST OF IMPROVEMENT
$ 7,975.00

D. DIMENSIONS
Dimensions of Structure
First Floor Area: 2087 SQ FT
Second Floor Area: _____
Third Floor Area: _____
Total Floor Area: 2087 SQ FT
Full Cellar Area: Concrete Slab

E. PROPOSED USE
Residential
- ☐ One Family
- ☐ Studio
- ☐ Two or more family - Enter number of units _____
- ☐ Hotel, Motel, Dormitory enter number of units
- ☐ Second Dwelling
- ☐ Garage
- ☐ Pool
- ☒ Other - Specify Retail

Detail scope of work by floor & provide the square footage.

Remove Existing Equipment
Interior Only
Remove Existing Drywall
Remove Walls per Attached Plan

3. SELECTED CHARACTERISTICS OF BUILDING For new buildings and additions, complete Parts D-N for Demolition, complete only Part 1., for all others skip to 4.

F. PRINCIPLE TYPE OF FRAME
- ☐ Wood frame
- ☐ Other - Specify _____

G. PRINCIPLE TYPE OF HEATING
- ☐ Gas ☐ Electricity
- ☐ Oil ☐ Heat Pump
- ☐ Other - Specify _____

H. TYPE OF SEWAGE DISPOSAL
- ☐ Public
- ☐ Private (septic tank, etc.)

I. TYPE OF WATER SUPPLY
- ☐ Public
- ☐ Private (well)

J. SMOKE DETECTORS
No. of Detectors _____
See Plan for Location

K. ACCESSORY HEAT SOURCE
No. of fireplaces _____
No. of Wood Stoves _____
Other: _____

L. RESIDENTIAL BUILDINGS
Number of Bedrooms _____
Number of Bathrooms _____
Full _____ Partial _____


ICE & WATER CH 68
MERCURY
MS 3119 BP




CJ Builders

From:	Baxter, Amy
To:	"Sarah Alger"; Paul Murphy
Cc:	Andrew Vorce (avorce@nantucket-ma.gov); Leslie Woodson Snell (lwsnell@nantucket-ma.gov); C. Elizabeth Gibson (lgibson@nantucket-ma.gov); DANIELLE DEBENEDICTIS; Arthur D. Gasbarro (art@nantucketengineer.com); Megan Trudel; Marcus Silverstein; David, Pat (patdavid0126@gmail.com); Erika Mooney; jmbridges@nantucket-ma.gov; STRAIGHT WHARF - Gabriel Frasca (gabrielfrasca@gmail.com); kevin burleson; Holly Visco; John Twohig (jtwohig@nedevelopment.com)
Subject:	RE: Straight Wharf Fish Market, Straight Wharf, Map 42.2.4, Parcel 1
Date:	Thursday, March 9, 2023 6:08:00 PM

All,

I have a couple of comments in response to this letter:

1. We did reach out to determine if there has been or needs to be further Planning Board review for this establishment and were told no.
2. If there does need to be further review by Planning/Zoning or any other Department that issues permits for these establishments, we can and must move forward with a Select Board review of this application. Select Board has 30 days to take action upon receipt of a complete application.
3. This type of situation has come up before and we requested legal opinion from Town Counsel which I am sharing below. Often times it is in the best interest of the applicant to know whether or not the Town will consider issuing a Liquor or other licenses before completing an expensive project. I also should point out the difference between the owner of the property and applicant for the Licenses.
4. The Select Board can and often does approve a Liquor License application with conditions for all types of things to include service hours and final inspections for Health, Building etc. Conditions can also include further review by another Town Board.
5. All this being said, we welcome all the information and context Paul Murphy can provide to better assist the Select Board in making its decision.

Per K.P. Law:

Hi, Amy. In my opinion, licenses for both the sale of alcohol and for entertainment have a relatively short time frame to be acted on by the licensing authority – so if applications are filed by the Theatre Workshop (or any other applicant that may require approval from the Zoning/Planning Boards) for either or both, the Select Board would need to schedule and conduct the hearings. If approved, the vote to approve may say "with such license to be held by the Select Board pending the applicant's receipt of all other mandatory licenses or permits" or the like.

As you know, G.L. c.138, §16B provides that if a local licensing authority receives an application for a license to sell alcohol, it is supposed to be granted or denied within thirty days (this often gets exceeded, but technically an applicant can appeal to the ABCC if the LLA has not acted). Moreover, there is case law from the 1950's stating that the LLA cannot refuse to act on an application because it believes that the applicant will be prohibited by zoning from operating at the location. So I agree that the Select Board may either deny the liquor license or approve it (pending ABCC approval), but also condition actually issuing it until the applicant gets what it needs from the Zoning and/or Planning Boards.

The answer is essentially the same for an entertainment license. Without knowing any details, I assume that the Theater Workshop would seek an entertainment license under G.L. c.140, §181 (versus §183A which is for restaurants, clubs and others with common victualler licenses). Section 181 states as follows in relevant part:

Within thirty days following receipt of such application, the mayor or selectmen shall grant a license or shall order a hearing preceded by at least ten days written notice to the applicant. Within forty-five days next following the close of such hearing, the mayor or selectmen shall grant such license or shall deny such license upon a finding that issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:

(a) unreasonably increasing pedestrian traffic in the area in which the premises are located or

(b) increasing the incidence of disruptive conduct in the area in which the premises are located or

(c) unreasonably increasing the level of noise in the area in which the premises are located.

Entertainment licensing is even trickier than alcohol, because as the underlined section says, the Board is **required** to grant the license, with or without conditions, unless it finds that there are no conditions that would cure the problems stated in (a) – (c). This is due to First Amendment considerations. Section 183A has a similar time limitation for an application to be acted upon.

In summary, if either type of license is applied for, the Select Board should hold hearings and then either approve (with appropriate conditions) or deny them, rather than telling the applicant(s) they need to satisfy the Zoning/Planning Boards first. If the applicant eventually fails to get the other approvals needed and will not exercise the alcohol or entertainment licenses, the Select Board could consider a hearing to revoke as necessary. If there are further questions, let me know.

From: Sarah Alger <sfa@sfapc.com>
Sent: Thursday, March 9, 2023 5:50 PM
To: Paul Murphy <pmurphy@nantucket-ma.gov>
Cc: Andrew Vorce (avorce@nantucket-ma.gov) <avorce@nantucket-ma.gov>; Leslie Woodson Snell (lwsnell@nantucket-ma.gov) <lwsnell@nantucket-ma.gov>; C. Elizabeth Gibson (lgibson@nantucket-ma.gov) <lgibson@nantucket-ma.gov>; DANIELLE DEBENEDICTIS <ddeb95@aol.com>; Arthur D. Gasbarro (art@nantucketengineer.com) <art@nantucketengineer.com>; Megan Trudel <mtrudel@nantucket-ma.gov>; Baxter, Amy <abaxter@police.nantucket-ma.gov>; Marcus Silverstein <msilverstein@nantucket-ma.gov>; David, Pat (patdavid0126@gmail.com) <patdavid0126@gmail.com>; Erika Mooney <EMooney@nantucket-ma.gov>; jmbridges@nantucket-ma.gov; STRAIGHT WHARF - Gabriel Frasca (gabrielfrasca@gmail.com) <gabrielfrasca@gmail.com>; kevin burleson <k.burleson83@gmail.com>; Holly Visco <hjv@sfapc.com>; John Twohig (jtwohig@nedevelopment.com) <jtwohig@nedevelopment.com>
Subject: Straight Wharf Fish Market, Straight Wharf, Map 42.2.4, Parcel 1

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Dear Mr. Murphy,

Please see the attached letter and its enclosures.

Thank you for your attention.

Regards,

Sarah Alger

Sarah F. Alger, PC

Four North Water Street
Nantucket, Massachusetts 02554
508-228-1118 telephone
508-228-8004 fax

Five Parker Road
Osterville, Massachusetts 02655
508-428-8594 telephone
508-420-3162 fax

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From:	holmesp@comcast.net
To:	Jason M. Bridges
Cc:	Town Manager; Erika Mooney; Amy Baxter; Licensing@police.nantucket-ma.gov
Subject:	Proposed Straight Wharf Fish Market LLC Use -
Date:	Friday, March 10, 2023 10:43:36 AM

Dear Select Board Members,
I am writing in opposition to the proposed establishment of a bar and restaurant for the space formerly occupied by the Straight Wharf Fish Store and Ice Cream Shop.
Having the two commercial businesses which had limited hours and foot traffic kept noise and inconvenience to a minimum.
There appear to be more than enough establishments in the immediate area to provide food and beverage service.
However, as others may point out, because of noise and foot traffic going to and coming from neighboring restaurants and bars adjacent to Old North Wharf, it became necessary for the residents of Old North Wharf
to retain the services of private security personnel to maintain the privacy and ambiance of Old North Wharf.
The presence of yet another bar and restaurant even closer to Old North Wharf cottages would likely be detrimental to neighboring owners and should not be permitted.
Thank you for your consideration.
Respectfully,
Peter B. Holmes
On behalf of 20 Old North Wharf.

This email was scanned by Bitdefender

From:	Baxter, Amy
To:	Erika Mooney
Subject:	FW: Address for Letters in Opposition to Straight Wharf Fish Store Expansion
Date:	Friday, March 10, 2023 2:39:56 PM
Attachments:	Address for Letters in Opposition to Striaght Wharf Fish Store .pdf

---

From: kevin burleson <k.burleson83@gmail.com>
Sent: Friday, March 10, 2023 1:57 PM
To: Baxter, Amy <abaxter@police.nantucket-ma.gov>
Subject: Fwd: Address for Letters in Opposition to Straight Wharf Fish Store Expansion

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Sent from my iPhone

Begin forwarded message:

> **From:** Henry Sanford <henry@sanfordre.com>
> **Date:** March 10, 2023 at 1:47:30 PM EST
> **To:** kevin burleson <k.burleson83@gmail.com>
> **Subject: Fwd: Address for Letters in Opposition to Straight Wharf Fish Store Expansion**
>
> please excuse voice to text typos
>
> ---------- Forwarded message ---------
> From: **Christine Sanford** <ccsanford48@gmail.com>
> Date: Thu, Mar 9, 2023, 12:58 PM
> Subject: Fwd: Address for Letters in Opposition to Straight Wharf Fish Store Expansion
> To: Henry Sanford <henry@sanfordre.com>
>
> --
>
> Dear Old North Wharf property owner:
>
> Thank you for the almost unanimous response against the project (including the Wharf Rats).
>
> My attorney is Danielle DeBenedictis. She is experienced and very competent in this area.

It is important that as many letters or emails in opposition are received by the board by Monday, March 13th. (2 days before the meeting)

It is also important that as many of us as possible appear in person at the March 15th meeting. I will be there along with Danielle and several others.

Attached are email addresses for Board Chair Jason Bridges and other town officials.

Of course, the letters and emails should be different, but attached are some talking points which might help in drafting your emails.

Charlie Johnson

Nicole M. Farro
Home Office of Charles and Ann Johnson
Ph (561) 835-2142

1220 South Ocean Blvd.
Palm Beach, Florida 33480

This email was scanned by Bitdefender

From: **Danielle deBenedictis** ddeb95@aol.com
Subject: Address for Letters in Opposition to Straight Wharf Fish Store Expansion to 62 seat Restaurants
Date: March 8, 2023 at 10:06 AM
To: Charles Johnson endler33@me.com

DD

Jason Bridges, Select Board Chair
c/o Town Administration
16 Broad Street, 1st Floor
Nantucket, MA 02554
jmbridges@nantucket-ma.gov

And copy:

C. Elizabeth Gibson, Town Manager
TownManager@nantucket-ma.gov

Erika Mooney, Operations Manager
EMooney@nantucket-ma.gov

Amy Baxter, Licensing Administrator
abaxter@police.nantucket-ma.gov

Licensing Division:
Licensing@police.nantucket-ma.gov

"Straight Wharf Fish Market" – Public Hearing

Application:
New Common Victualler with Wine and Malt Beverages with Cordials Restaurant License and Non-Live Entertainment License for Straight Wharf Fish Market, LLC

Talking Points:

The location is inappropriate for a liquor license. There is a residential-use structure approximately 18-inches from the establishment proposing to serve alcohol, and at least a dozen more residential-use structures within 200-feet.

The proposed use represents a significant change of use with increased capacity from the former operation of a retail fish market and ice cream shop.

The proposed 62 seats, including 14 outdoors, with both indoor and outdoor non-live entertainment, will generate traffic and noise that is detrimental to the abutting residential areas.

An approval would have an adverse impact on the peace and enjoyment of property owners in the surrounding area.

The Applicants have not obtained the required Special Permit from the Planning Board, and as such, the property owners in the area have had no ability to voice these concerns from a zoning, land-use and planning perspective.

The number of existing dispensaries in Town must be considered. According to a recent Staff report provided to the Select Board, there are currently:

Annual On-Premise Licenses: 44
Seasonal On-Premise Licenses: 42

Plus, one more recently approved for Surfside, LLC at 2 Broad Street. 87 Licenses is more than enough to serve the population of Nantucket. .

There are already five establishments* within 350-feet of this location at which alcohol may be obtained, so the public is well-served, and has no need for an additional licensed location.

*Cru, Straight Wharf, The Tavern, The Gazebo & Backyard BBQ

Granting of another license is both unnecessary and irresponsible to the public good

From:	DANIELLE DEBENEDICTIS
To:	Erika Mooney
Subject:	STRAIGHT WHARF FISH MARKET APP FOR COMMON VIC, WINE and BEER and Non live Entertainment Licenses at a new 62 SEAT RESTAURANT
Date:	Friday, March 10, 2023 3:46:35 PM

This is Attorney Danielle deBenedictis. I represent abutters Charles and Ann Johnson
Charles and Helen Schwab and Susan Burke who oppose the granting of these licenses. I would like to submit a written opposition to be included in the package going to Select Board members and would like to have until Monday am to do so. The Johnson's only received the required abutter notice today. Thank you in advance for your anticipated coooeration.
Sent from my iPhone

This email was scanned by Bitdefender

From:	Arthur Gasbarro
To:	Florencia Rullo
Cc:	Libby Gibson; Amy Baxter; Erika Mooney; STRAIGHT WHARF - Gabriel Frasca (gabrielfrasca@gmail.com); kevin burleson; Sarah Alger; Licensing; Danielle Debenedictis; Town Manager
Subject:	Straight Wharf Fish Market, Straight Wharf, Map 42.2.4, Parcel 1
Date:	Monday, March 13, 2023 10:16:29 AM
Attachments:	deBenedictusToSelectBoard_3-13-23.pdf

Sent on behalf of Danielle E. deBenedictis

This email was scanned by Bitdefender

LAW OFFICES OF DANIELLE E. deBENEDICTIS
68 COMMERCIAL WHARF
BOSTON, MASSACHUSETTS 02110
(617) 367-8585

March 13, 2023

Jason Bridges, Select Board Chair
Nantucket Select Board
16 Broad Street, 1st Floor
Nantucket, MA 02554
jmbridges@nantucket-ma.gov

Re: Straight Wharf Fish Market, LLC
d/b/a Straight Wharf Fish Market
4 Harbor Square, Nantucket, Ma.02554, Map 42.2.4, Parcel 1,
Application for a New Common Victualler with Wine and Malt Beverages and Cordials Restaurant Licenses and Non -Live Entertainment License in a proposed new 62 seat restaurant.

Dear Select Board:

Please be advised that I represent Charles and Ann Johnson, Charles and Helen Schwab and Susan Burke, whom are all owners of cottages on Old North Wharf, which as you know is one of the most original and most photographed sites on Nantucket Island. We submit that the applicant's request for a common victualler with wine and malt beverages licenses and non-live entertainment licenses for a new 62 seat restaurant with outdoor and indoor seating in a building which was formerly a retail fish market and ice cream store should be denied, This proposed new restaurant is within eighteen inches of Mr. and Mrs. Johnson's cottage "Omega" and extremely close to the Nautilus and Zena's Coffin cottages owned by Mr. and Mrs. Schawb and the Constitution and John Jay cottages owned by Susan Burke. If granted these licenses will substantially interfere with my clients' peaceful residential use of their property: a use which is guaranteed to them by Nantucket zoning laws which classify Old North Wharf as Residential Old Historic (ROH). See attached zoning map.

Please be aware that this application is in contradiction to the description of the premises on the building permit application obtained to renovate and expand the premises which stated that their use would be "retail." The applicant should not be be granted licenses for a new 62 seat indoor and outdoor restaurant with wine and beer and entertainment at a site whose total renovation was completed under the false representation it would be a retail store and the renovations would be limited.

The proposed transformation would destroy the ambiance and peaceful nature of Old North Wharf and further contribute to the change in character of the Nantucket Waterfront from an historic site to a mecca for multiple rowdy bars and restaurants.

The Courts of Massachusetts have decided the criteria you must consider in determining whether a pouring and entertainment license should be granted in the case of Ballarin v. Licensing Board of Boston. The requested licenses do not meet the Ballarin criteria as follows:

1. The Appropriateness of a Liquor License at a Particular Location

The location is inappropriate for a liquor license. Charles and Ann Johnson have a residence approximately 18-inches from the proposed new restaurant which is seeking outdoor and indoor seating. Charles and Helen Schwab have residences just across from the Johnsons, Susan Burke's two residences are just behind the Schwab's. At least a dozen residences are within 200-feet of the proposed establishment. If a sit-down restaurant with 62 seats including 14 outdoor seats, and indoor and outdoor entertainment is allowed, my clients will effectively be deprived of the peaceful enjoyment of their residences by the loud noise that will surely result.

The proposed use represents a significant change of use with increased capacity from the former operation of a retail fish market and ice cream shop.

Further, the issuance of the proposed licenses will generate increased traffic, noise and overflow of patrons on to Old North Wharf that is detrimental to the abutting residential areas.

As highlighted in Attorney Alger's letter, the Applicants have not obtained the required Special Permit for a Major Commercial Development (MCD) from the Planning Board, and as such, the abutting property owners in the area have had no ability to voice these concerns from a zoning, land-use and planning perspective.

There are already five establishments within 350-feet of this location at which food, and beer and wine may be obtained, viz: Cru, Straight Wharf, The Tavern, The Gazebo & Backyard BBQ. There is absolutely no need for another licensed location on Straight Wharf. Granting of other licenses associated with a new restaurant is not in the public interest. Weighed against the detriment to the long existing residences at Old North Wharf, they should be denied.

You as select board members should consider what Nantucket town wants to be: an historic picturesque, unique, beautiful waterfront or a commercial destination focused on serving food and liquor to tourists including the many day trippers who are currently descending from the numerous daily ferries. Old North Wharf, originally built in 1723 is one of the four historic wharves in Nantucket Harbor. 200 years ago, the slips at the end of the Old North Wharf were used by Nantucket's famous whalers. Its residences have been preserved in much the same as their original condition. Residents have already been forced to hire a security guard to patrol the wharf because of the disturbance from the adjacent existing bars and restaurants on Straight Wharf. Attached are graphics for your review which depict the proximity of residences to the proposed new restaurant. This Board should not allow yet another disturbance to the residential peace of this historic site.

2. The number of existing dispensaries in Town

The application utterly fails under this criteria. Our small island already has a shocking number of 85 licenses. According to the Staff report provided to the Select Board, there are currently:

Annual On-Premise Licenses: 44
Seasonal On-Premise Licenses: 41

One more recently approved for Surfside, LLC at 2 Broad Street. 86 Licenses is more than enough to serve an island which is fourteen miles long and three and a half miles wide.

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

The licenses are sought for a building that is only separated by 18 inches from the historic residential cooperative community of Old North Wharf who has voiced its opposition jointly through its counsel and individually through many of its residents.

4. Traffic, Noise and Size

A new 62 seat restaurant on an already overly crowded Straight Wharf will generate more traffic and noise in an already congested area. The request for outside seating and entertainment are totally inappropriate considering the proximity to the Old North residences and will interfere with the residents' use of their homes. The traffic in the area is already congested and parking impossible. The back up of cars in the area already has created a dangerous condition in light of the expanded Hy-Line service. 62 more restaurants will add to this congestion, traffic and parking problem and should not be allowed. You should consider that even the applicant cannot deny the effect of 62 more restaurant seats on traffic and parking as they submitted no traffic study or parking plan in support of their application.

5. The sort of operation that carries the license.

The applicant is seeking to change a quiet retail fish and ice cream take out store to a bustling 62 seat restaurant with 14 outdoor seats and an entertainment license. This is a significant change which will be deleterious to the adjoining residential neighborhood. If it is to be a family style restaurant as the applicant states, no bar and wine or entertainment licensees are necessary or appropriate.

6. The reputation of the applicant

Upon information and belief, the applicant has long had a lease or promised lease with Nantucket Island Resorts (NIR) to operate the premises as an indoor/outdoor 62 seat restaurant. Accordingly, the applicant was aware of the misstatements on the building permit application which was obtained under the guise that the premises would be used as retail store and that the renovations would be minimal when in fact the scope of the work constituted a total renovation of the premises. Once this

massive misrepresented reconstruction was completed, the applicant then proceeded to place this matter on for hearing, giving the statutorily required notice to abutters only days before the scheduled hearing. Mr. and Mrs. Johnson only received their required notice three business days before the hearing. Under these circumstances the applicant's character does not support the issuance of the license.

With respect to the request for an entertainment license, we submit that the issuance of such a license would unreasonably increase the area noise level and unreasonably increase the foot and vehicle traffic and parking in the area and therefore does not meet the statutory requirements of G.L. c. 140, s. 183A. We urge you not to allow the application for an entertainment license in this formerly retail store 18 inches from our client's residence.

In sum, we urge you to deny the applicant's requests for a common victualler, beer and wine and entertainment licenses so that the premises can properly be used as a retail store as it has been for years and as represented on the building permit application.

Finally, we request that any approvals you might consider giving be conditioned upon the applicant receiving the zoning and or planning relief necessary for a major commercial development (MCD) that are clearly necessary given the size and scope of NIR's commercial holdings on the wharfs.

Very truly yours,

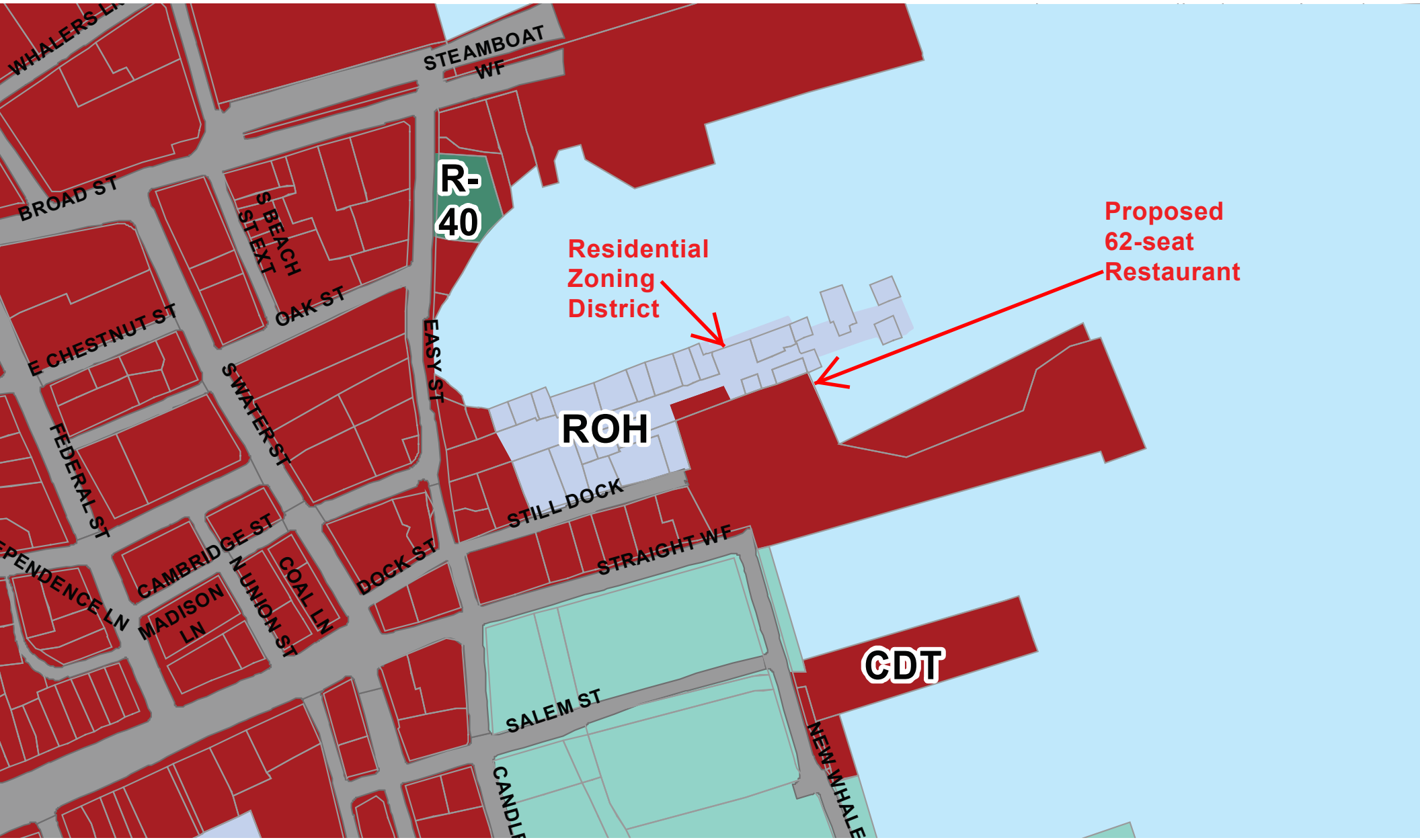


Danielle E. deBenedictis
ddeb95@aol.com

With Email Copy To:

C. Elizabeth Gibson, Town Manager
Erika Mooney, Operations Manager
Amy Baxter, Licensing Administrator
Sarah F. Alger
Kevin Burelson, Manager, Straight Wharf Fish Market
Gabriel Frasca, Manager, Straight Wharf Fish Market

Portion of Town of Nantucket Zoning District Map

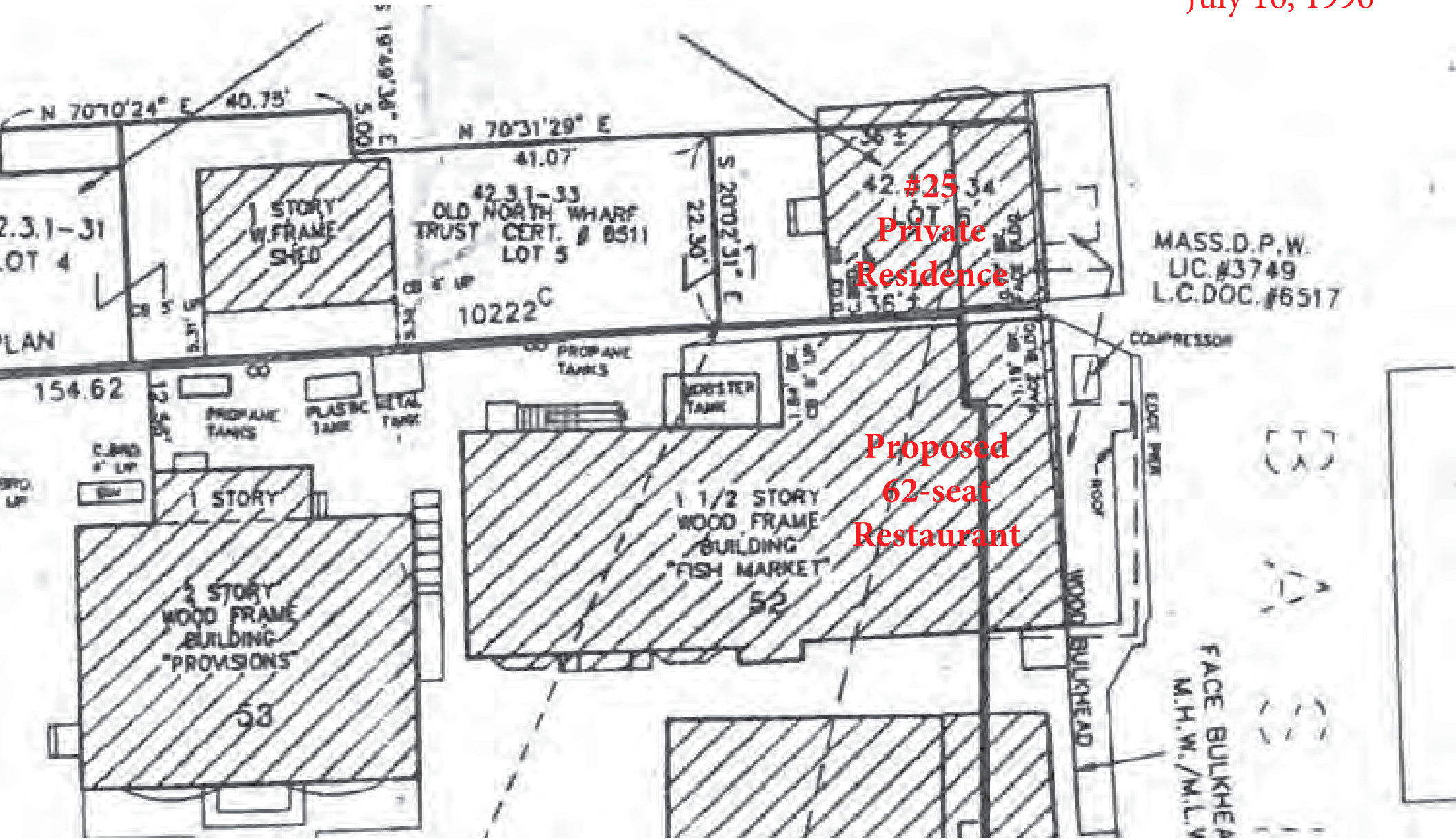



Locus Map
Proposed Straight Wharf Fish Market Restaurant in relation to surrounding residential-use structures
Legend
#30 - Residence
#28- Residence
#26 - Residence
#27 - Residence
#24- Residence
#25 - Residence
#22 - Residence
#20 - Residence
#18- Residence
Old North Wharf
Old North Wharf
Wharf Rat Club
Proposed Outdoor Seating
Proposed 62 seat restaurant with alcohol & entertainment
Straight Wharf
Nantucket Harbor Launch
Provisions
Hy-Line Cruises
Google Earth
70 ft
N


Proposed
Restaurant
Under
Construction
Private Residences


Proposed
Restaurant Under
Construction
Private Residence
Proposed Outdoor Seating
ICE & WATER CH 68

Portion of
ANR Plan
July 16, 1996



From:	Susan Burke
To:	Jason M. Bridges
Cc:	Town Manager; Erika Mooney; Amy Baxter; Licensing@police.nantucket-ma.gov
Subject:	Proposed Straight Wharf Fish Market LLC Use
Date:	Monday, March 13, 2023 11:34:15 AM

Dear Select Board Members,

I am writing in opposition to the proposed establishment of a bar and restaurant in the formerly occupied Straight Wharf Fish Store and Ice Cream Shop. I feel we have enough bars/restaurants in the area to service the area. With the Straight Wharf Fish Store and Ice Cream Shop and their limited hours, noise, foot and automobile traffic was kept to a minimum.

Now, we have had to hire the services of private security personnel to maintain the privacy of Old North Wharf.

I feel this type of establishment should not be permitted so close to our residential area.

Thank you for your consideration.

Mrs. Coleman P. Burke

18 Old North Wharf

"The Constitution"

This email was scanned by Bitdefender

From: Town Manager
To: Gail Camalier; Jason M. Bridges
Cc: Town Manager; Amy Baxter; Licensing@police.nantucket-ma.gov; Erika Mooney
Subject: RE: Application for Issuance of a Liquor Licence for Straight Wharf Fish Market
Date: Monday, March 13, 2023 2:30:06 PM

Thank you- your email has been received and will be added to the Select Board agenda packet.

Katie

Town Administration Staff
On behalf of Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554
508-228-7255

This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

-----Original Message-----
From: Gail Camalier <gcamalier@me.com>
Sent: Sunday, March 12, 2023 6:45 PM
To: Jason M. Bridges <jmbridges@nantucket-ma.gov>
Cc: Town Manager <townmanager@nantucket-ma.gov>; Amy Baxter <abaxter@police.nantucket-ma.gov>; Licensing@police.nantucket-ma.gov
Subject: Application for Issuance of a Liquor Licence for Straight Wharf Fish Market

Dear Mr. Bridges,

My husband and I own “Peru”, one of the cottages at the end of Old North Wharf. We have had (mostly) quiet enjoyment of our property for approximately 20 years. There have been incidents over the period of our ownership but nothing that couldn’t be solved by discussion and the addition of an off duty police officer as a security guard on weekends during the peak of the summer season. As the summer population of Nantucket is burgeoning though, the incidents of vandalism, drunkeness, trespassing and noise are also increasing.

We patronized the Fish Market in its former configuration. It contributed to the neighborhood by providing a retail market and ice cream shop that generated foot traffic during reasonable business hours. We recognize that we are close to commercial establishments who are entitled to do business in the heart of Nantucket.

However, as you know, there are a number of restaurant/bars in our neighborhood already, including Cru, Straight Wharf Restaurant and Bar, The Tavern and the Gazebo. They generate alot of foot traffic, noise and litter and their hours run late into the evening. The addition of yet another bar with its attendant problems is really not necessary and will only exacerbate the current problems with noise and patrons cutting through the walkway into our residential area after an evening of drinking.

It seems that, with the addition of a recently approved liquor licence for Surfside over on Broad Street, there are now 87 liquor licenses to serve the population of our small island! Another one, on already crowded Straight Wharf, is not necessary nor smart planning. In fact, one could characterize it as irresponsible.

Please consider the balance of uses in our part of Nantucket and reject the application for a full service wine, beer

and liquor licence. A more benign commercial use would be much more appropriate and welcomed.

Yours truly,

Gail and Chris Camalier
28 Old North Wharf

Sent from my iPad
Please note my new email address
gcamalier@me.com

This email was scanned by Bitdefender

Agenda Item Summary

Agenda Item #	IX. 14 & 15
Date	3/15/2023

Staff

Amy Baxter, Licensing Administrator

Subject

New Restaurant Application to Include: Common Victualler with Annul All-Alcoholic Beverages Restaurant License – One Main Street, LLC, dba The Club Car, 1 Main Street, Matthew Sullivan, Manager.

Executive Summary

The Applicant seeks NEW Licenses for the operation of The Club Car at 1 Main Street.

The Licenses under review in separate Public Hearings are:

- Common Victualler with Annual All-Alcoholic Beverages Restaurant Liquor License
- Live Entertainment License for Interior Spaces.

The Licenses of the former operator, Nantucket Club Car, LLC. were surrendered earlier in this meeting on 3-15-23. The Licenses expired on December 31, 2022 for Common Victualler and Entertainment and January 15, 2023 for Liquor.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- The Club Car is in the downtown Historic District and within walking distance of the majority of restaurants, shops and transportation for the island. The location has been a licensed restaurant for over 20 years.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	4
Seasonal Package Stores – All Alcohol:	4
Annual On-Premise Licenses:	44
Seasonal On-Premise Licenses:	41

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

- No public comments were received by Licensing as of 3-7-23.

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

- The Club Car property is in the heart of the Historic District. The application before the Select Board seeks the same Entertainment license and conditions applied to the former operator. The Liquor License is the same except for the Class. The previous licenses was Seasonal. This application is for an Annual License.
- No noise complaints on record with NPD in past 3 years.

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

- The Applicant also operates The Nantucket Tap Room at 29 Broad Street.

Background/Discussion

The applicant is requesting the same type and category of licenses that existed with the previous operator. The applicant has requested a different Class of Licenses – Annual rather than Seasonal. There will be no significant alteration to the premises.

The Entertainment License Request is for Live and Streaming/Background Music. The location meets Fire and Building Code requirements

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Abutter notification; two weeks advertising in I&M

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

N/A

Attachments

New Liquor License ABCC Application and Floor Plans; ABCC Summary Form; Determination Letter; Liquor and Entertainment Licenses for 1 Main Street with requested changes noted







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

APPLICANT INFORMATION

Name of Licensee: One Main Street, LLC

DBA: The Club Car

Street Address: One Main Street

Zip Code: 02554

Manager: Matthew Sullivan

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter

of the Acts of (year)

§12 Restaurant	Annual	All Alcoholic Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Dining room, bar area, and kitchen area. Cold storage in the kitchen and dry storage upstairs above kitchen. Second Floor: one room for wine/liquor storage; no service.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 02/27/2023 Time

Advertised Yes ☒ No ☐ Date Published 03/01/2023 Publication Inquirer and Mirror

Abutters Notified: Yes ☐ No ☐ Date of Notice 03/03/2023

Date APPROVED by LLA 03/15/2023 **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

_____

_____

_____

_____

Print

NEW LIQUOR LICENSE APPLICATION - Submission #14811

Date Submitted: 2/24/2023

Town & County of NANTUCKET, MA

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*

Year-round restaurant and bar serving app and entrée-style New England Cuisine - with live piano bar.

Please summarize the business operations proposed in this application to include liquor sales/service, food service and entertainment as applicable. Describe your plan of operations and introduce the ownership/management team.

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)*

One Main Street, LLC

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

The Club Car

First Name of Primary Contact*

Matthew

Last Name of Primary Contact*

Sullivan

Title of Primary Contact

Owner

i.e. Owner; Business Manager; Attorney

Cell/Phone Number of Primary Contact:*

617-899-4530

Email of Primary Contact*

mattsullivan9@gmail.com

Additional Contact

Natalie Kaufman, Esq.

Submit Additional contacts you would like included on Licensing communications.

Additional Contact Email

nrk@readelaw.com

Please add additional emails you would like added to Licensing communications.

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address*

1 Main Street

Please describe the proposed licensed premises to include all seating, serving and strorage areas.

Dining room, bar area, kitchen area. Live piano bar. Limited sidewalk seating. Cold storage in the kitchen, dry storage upstairs above the kitchen.

Have you made or plan on making any renovations to the premises?

- (●) Yes
- ( ) No

Describe renovations plan

New furniture; new lighting; new wall covering; new bar top

Change of Use

Is this a Change of Use for the premises?

- [ ] Yes
- [x] No

Planning Board/Zoning

Is there a Special Permit or additional Planning Board/Zoning decisions involving this property? If Yes, include with application.

- [ ] Yes, Pending Hearing/Final Decision
- [ ] Yes, Decision included with Application
- [x] No
- [ ] Unsure of status

LIQUOR TYPE*

On-Premise/CV: Restaurant

Off-Premise = Alcohol sold for off-premise consumption.

On-Premise = Alcohol sold and served for on-premise consumption.

CV = Common Victualler License for on-site food preparation and seated food service.

LIQUOR CLASS*

Annual

Annual: Year-round operations with extended closures of less than 60 days a year.

Seasonal: Liquor License valid April 1 - January 15 only.

LIQUOR CATEGORY*

All Alcoholic Beverages

COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES

Select all that apply to your proposed food services.

- [x] Seated Dining
- [x] Outdoor Dining
- [ ] Take-Out
- [ ] Delivery
- [ ] Private/Special Event Catering
- [ ] Breakfast
- [x] Brunch
- [x] Lunch
- [x] Dinner
- [x] Late Night Menu (Light menu/Bar Menu)

Describe Food and Beverage Plan

Full-service lunch and dinner; New England Cuisine (appetizers and entrees); beer/wine/cocktails
Sample food menu & sample drink menu attached

ENTERTAINMENT FOR ON-PREMISE LICENSES

Select all that apply to your plan for Entertainment.

- [x] NON-LIVE INDOORS: Background Streaming Music played through House System
- [ ] NON-LIVE OUTDOORS: Background Streaming Music played through House System
- [ ] NON-LIVE: Movie Theater
- [x] NON-LIVE: TV Screens, Video Projection
- [x] LIVE INDOORS LEVEL 1: Acoustic Live Music, no additional speakers or amplification
- [ ] LIVE INDOORS LEVEL 2: Live Entertainment with amplification and/or additional speakers. Includes DJ and Musicians, Vocalists
- [ ] LIVE INDOORS LEVEL 3: Amplified Live Entertainment with Dance Floor, Occupancy <100
- [ ] LIVE INDOORS LEVEL 4: Nightclub - All of the above with Occupancy >100

Will Furniture, tables, chairs be moved for Live Entertainment?

- [ ] Yes
- [x] No

Do you plan to move furniture out of dining areas at any time to make room for Entertainment? (to include DJ, Dance Floor or any type of Entertainment)

Entertainment Hours

8:00pm - 12:30am (7 days)

Please provide requested hours for Entertainment - Interior and Exterior.

Describe Entertainment Plan

non-live streaming - Radio/CD/iPod

3 televisions

live piano bar - no amplification

Describe any entertainment you plan for the premises - Non-Live Streaming, Live Entertainment, Outdoor Music/Entertainment, TV's, Theater Performances, Disc Jockey, etc. Include planned frequency: Weekly, Monthly, Special Events only.

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

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

Upload Documents

Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

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Choose File No file chosen

Upload Additional Documents/Inspections/Permits required for this application. All additional documents may also be submitted in person at 4 Fairgrounds Road or emailed to licensing@police.nantucket-ma.gov.

ADDITIONAL COMMENTS, QUESTIONS

Application materials to be delivered in person

Let us know anything we haven't covered above or can assist with that has not been addressed.

COMMENTS

COMMENTS

Additional Documents

Choose File No file chosen

Additional Documents

Choose File No file chosen

ACTION ITEMS

SIGNATURE OF APPLICANT*

Matthew Sullivan

By typing your name in the applicant signature field(s), and submitting this form electronically (via email), you affirm that all information contained within this document was completed truthfully, and to the best of your knowledge and you understand that your electronic signature is considered legally binding the same as signing your physical signature by hand.

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

The $50.00 fee is the other

APPLICATION FOR A NEW LICENSE

Municipality: Nantucket

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 General On-Premises	All Alcoholic Beverages	Annual

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

An upscale restaurant serving New England Inspired cusine for brunch/lunch and dinner with piano music in the bar

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 Main Street, LLC FEIN: _____

DBA: The Club Car Manager of Record: Matthew Sullivan

Street Address: 1 Main Street, Nantucket, Massachusetts, 02554

Phone: _____ Email: mattsullivan9@gmail.com

Alternative Phone: _____ Website: theclubcar.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.

Dining room, bar area, and kitchen area. Cold storage in the kitchen and dry storage upstairs above kitchen.
Second floor: one room for wine/liquor storage; no service.

Total Square Footage: 3867 Number of Entrances: 8 Seating Capacity: 136

Number of Floors: 2 Number of Exits: 8 Occupancy Number: 136

4. APPLICATION CONTACT

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

Name: Matthew Sullivan Phone: (

Title: Owner Email: mattsullivan9@gmail.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 02/14/2023

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
Matthew Sullivan			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	100%	◉ 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

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

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
Nantucket Tap Room	All-Alchohol	Nantucket Prime, LLC	Nantucket
River Bar	All-Alcohol	River Bar LLC	Somerville
Sullivan's Public House	All-Alcohol	Eighty Five Main Street LLC	Charlestown

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
The Lincoln	All-Alcohol	JJPM, Inc.	Waltham

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 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: Nantucket Island Retail

Landlord Phone: 508-228-7501

Landlord Email: gfarrington@NEdevelopment.com

Landlord Address: 44 Main Street, Nantucket, Mass. 02554

Lease Beginning Date: 03/01/2023

Rent per Month: $

Lease Ending Date: 12/31/2030

Rent per Year: $

Will the Landlord receive revenue based on percentage of alcohol sales? ◉ Yes ○ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	$ 900,000
C. Other * (Please specify below)	$ 50,000
D. Total Cost	$ 950,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Matthew Sullivan	$ 950,000
Total:	$ 950,000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Cash

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Matthew Sullian Date of Birth: SSN:

Residential Address:

Email: mattsullivan9@gmail.com Phone:

Please indicate how many hours per week you intend to be on the licensed premises: 40

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
03/2000	03/2005	Bar Manager	Porters Bar / SBG Inc.	Scott Nogueria
08/2006	06/2014	General Manager	Blue on Highland	none
05/2014	03/2023	Operator	Nantucket Tap Room	none

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: Matthew D Sullian Date: 2/23/23

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY
Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

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

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

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

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

I, Matthew Sullivan (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

of One Main Street, LLC (Name of the Entity/Corporation)

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

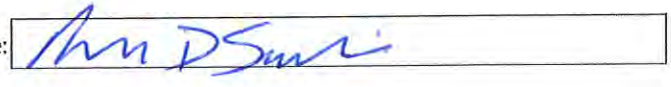
(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:  Date: 2/23/23

Title: Owner-Manager

ENTITY VOTE

The Board of Directors or LLC Managers of One Main Street, LLC (Entity Name)

duly voted to apply to the Licensing Authority of Nantucket, Massachusetts (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 02/14/2023 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize Matthew Sullivan (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 Matthew Sullivan (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

Matthew Sullivan
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name: One Main Street, LLC

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed): N/A

Name of Principal	Residential Address	SSN	DOB
Matthew Sullivan			0

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager/Owner	100%	(•) 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

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

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

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.

NIR RETAIL
NANTUCKET
A NEW ENGLAND DEVELOPMENT Company

February 8, 2023

Club Car
ATTN: Matt Sullivan

Dear Matt,

NIR Retail, LLC is pleased to extend you an offer to lease the retail space located at 1 Main Street, Nantucket based on the following terms and conditions:

Tenant:	Matt Sullivan
D/B/A:	Club Car 1 Main Street, Nantucket, MA
Term:	The term of the remaining lease is four (4) years plus an additional four (4) more years, expiring 12/31/30

Condition of Offer Letter:

1. Tenant and Landlord enter into a mutually satisfactory Lease Agreement.
2. Landlord reserves the right to withdraw this offer letter if not signed and returned prior to **February 17, 2023**

NIR RETAIL
NANTUCKET
A NEW ENGLAND DEVELOPMENT Company

Please review the proposed terms and call with any questions. If you agree to the terms and conditions outlined in this offer letter, please sign below acknowledging your acceptance and return this letter to my attention. I will then prepare a lease for your review.

Sincerely,

Henry E. Wyner
Director of NIR Retail Properties

Acknowledged and Accepted:

Matt Sullivan — Date: 2/13/23

This letter serves as an outline of proposed basic business terms and conditions and is non-binding on either party. A lease shall become effective only upon execution and delivery by both Tenant and Landlord. Tenant agrees that the information set forth is intended to be private and confidential and shall not be disclosed to third parties without the consent of the Landlord; provided however the terms may be disclosed in confidence to prospective lenders, business partners, legal counsel and other consultants to Tenant for purposes incidental to this agreement.

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

Public Notice

Please be advised that the Select Board will hold a public hearing on Wednesday, March 15, 2023 at 5:30 PM to consider a New Common Victualler with Annual All Alcoholic Beverages Restaurant License and Live Entertainment License for One Main Street, LLC, d/b/a The Club Car, located at One Main Street, Nantucket, MA 02554, Matthew Sullivan, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Dining Room, bar area and kitchen area. Cold Storage in the kitchen and dry storage upstairs above kitchen. Secon Floor: One room for wine/liquor storage; no service.

Additional Application Information:

This application is for the same Liquor and Live Entertainment Licenses held by previous business with the exception of it being an Annual license vs. Seasonal (April 1-January 15). This would allow the premises to serve year round.

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

TOWN OF NANTUCKET

LIQUOR LICENSE

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

PROPERTY OWNER N3R Retail LLC / N.E. Develop- Accting Dept

MAILING ADDRESS: 75 Park Plaza # 3, Boston, MA 02116

PROPERTY LOCATION: 1 Main Street

ASSESSORS MAP/PARCEL: 42 31-133

SUBMITTED BY: Reade, Gulickson, Hanley & Gifford

SEE ATTACHED PAGES

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

Mary Haley,
Senior Clerk,
Assessor's Office

Digitally signed by Mary Haley, Senior Clerk, Assessor's Office
Date: 2023.02.15 15:14:18 -05'00'

February 15, 2023

DATE

ASSESSOR'S OFFICE

TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4231	133		PACIFIC CLUB INC	C/O SHALLO GALLUSCIO BIANHI	21 NORTH SEVENTH ST	HUDSON	NY	12534	15 MAIN ST
4231	174		ST MARYS ROMAN CATHOLIC CHURCH		6 ORANGE ST	NANTUCKET	MA	02554	3 FEDERAL ST
Count:	**2**								

PACIFIC CLUB INC
C/O SHALLO GALLUSCIO BIANHI
21 NORTH SEVENTH ST
HUDSON, NY 12534

ST MARYS ROMAN CATHOLIC CHURCH
6 ORANGE ST
NANTUCKET, MA 02554

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001637308

1. The exact name of the limited liability company is: ONE MAIN STREET LLC

2a. Location of its principal office:

No. and Street: 2 CANDLE STREET
2
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 2 CANDLE STREET
2
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

A FULL SERVICE RESTAURANT

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MATTHEW SULLIVAN
No. and Street: 2 CANDLE STREET
2
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

I, MATTHEW SULLIVAN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)

SOC SIGNATORY	MATTHEW DENNIS SULLIVAN	2 CANDLE ST 2 NANTUCKET, MA 02554 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MATTHEW DENNIS SULLIVAN	2 CANDLE STREET NANTUCKET, MA 02554 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of February, 2023,
MATTHEW D SULLIVAN

(The certificate must be signed by the person forming the LLC.)

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

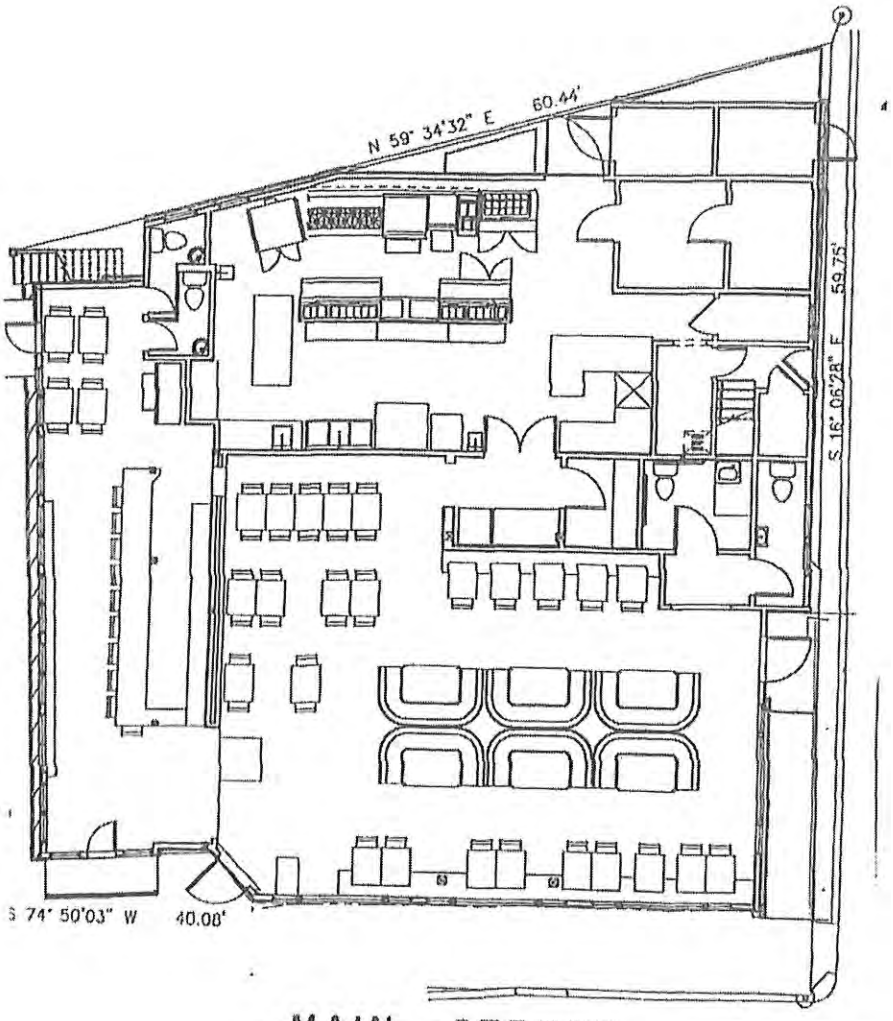
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 14, 2023 02:04 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



MAIN STREET

LICENSE #: 00031-RS-0762 LICENSE FEE: $3,900.00

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

ANNUAL ~~SEASONAL~~ RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

ONE MAIN STREET, LLC

BUSINESS: ~~Nantucket Club Car LL~~C

DBA: THE CLUB CAR

PREMISES: 1 Main Street
Nantucket, MA 02554

MANAGER: ~~Tanya J. McDonough~~
Matthew Sullivan

ON PREMISES DESCRIBED AS:
First Floor: Dining Room, Bar, Service Area, Kitchen.

Cold storage in the kitchen and dry storage upstairs above kitchen. Second Floor: one room for wine/liquor storage; no service

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx

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

Chair, Select Board

DRAFT

LICENSE FEE: **$100.00**

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

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **Nantucket Club Car, LLC**
DBA: **THE CLUB CAR**
PREMISES: **1 Main Street**
Nantucket, MA 02554
MANAGER: **Tanya J. McDonough**

ON PREMISES DESCRIBED AS:
First Floor: Dining Room, Bar, Service Area, Kitchen.

Approved Entertainment:

- **VOCAL MUSIC**
- **INSTRUMENTAL MUSIC**
- **RADIO; CD; IPOD**
- **TELEVISION (2 Bar Area; 1 Dining Room)**

Conditions of License:

- **HOURS: 8:00 pm to 12:30 am; 7 Days**
- All Entertainment must end by 12:30 am.
- **NO AMPLIFICATION**

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xx day of xx.

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

INFORMATION ONLY

Chair, Select Board

THIS LICENSE WILL EXPIRE xx

**Unless earlier suspended, cancelled, or revoked*

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

COPY 2022

Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, March 15, 2023, the Board approved the application for a New Annual All-Alcoholic Beverages Restaurant License for One Main Street, LLC d/b/a The Club Car, Matthew Sullivan, Manger, for the premises located at One Main Street, Nantucket, MA 02554. The Board determined that this new license is not detrimental to the spiritual activities of St. Mary, Our Lady of the Isle Catholic Church, 3 Federal Street, Nantucket, MA. The abutter, St. Mary, Our Lady of the Isle Catholic Church, is located within 500 feet of the licensed premises of The Club Car.

Jason Bridges, Chair

Dawn E. Hill Holdgate, Vice Chair

Matt Fee

Malcolm W. MacNab

Brooke Mohr

Agenda Item Summary

Agenda Item #	X. 1.
Date	3/15/2023

Staff

Preservation Planner; Town Manager; Town Counsel; Director and/or Deputy Director of Planning

Subject

HDC: Proposed Independent Review; Advisory Committees

Executive Summary

In August, 2022, the HDC advisory committees* ceased as a result of a legal determination that they were not properly established. On September 7, 2022, as requested by the HDC, the Select Board re-established the Sign Advisory Council and the HDC was instructed to determine how it wanted to proceed with the rest of the committees. On November 16, 2022, the HDC re-requested the rest of the advisory committees to be re-instated, concern was expressed as to their value, and it was generally agreed to hold off until "more information" could be gathered and a scope for an independent review developed. The scope was developed and send to both PLUS staff and the HDC for review. The scope with comments, is attached and we are in the process of determining an outside firm to undertake the review and what that cost would be. In addition, the HDC reviewed and revised the HDC Ops scope, and it is included in the packet.

*Sign Advisory, Historic Structures Advisory, Madaket Advisory, Sconset Advisory, Tuckernuck Advisory

Staff Recommendation

This agenda item is intended to be an update

Background/Discussion

On February 3, 2023, the following met to review the items contained in the enclosed agenda: Town Manager, Planning Director, Preservation Planner, NP&EDC Chair, Select Board Vice Chair, HDC Chair. There was also a report from an HDC subcommittee – attached. This is just general associated information.

The Preservation Planner has been in contact with the National Alliance of Preservation Commissions NAPC) on the proposed scope and concerns. More information should be provided by the time of the meeting.

Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

The goal is to maintain the HDC's mission under the Act, which is "to promote the general welfare of the inhabitants of the Town of Nantucket through the preservation and protection of historic buildings, places and districts of historic interest through the development of an appropriate setting for these

buildings, places and districts and through the benefits resulting to the economy of Nantucket in developing and maintaining its vacation-travel industry through the promotion of these historic associations." (HDC Special Act Section 2)

Board/Commission Recommendation

HDC reviewed, revised and adopted a scope of services for HDC Operations Review at their March 9, 2023 meeting.

Public Outreach

N/A

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

Connection to Select Board Strategic Plan Focus Area: Quality of Life

Attachments

Minutes from Select Board meetings: Sep 7, 2022; Nov 16, 2022

Agenda from Feb 3, 2023 Staff/Chairs meeting

DRAFT Proposed Scope for Independent Review of HDC Ops

2/3/23 Email from S Welch re 2/2/23 HDC Special Meeting

8/17/2022 & 9/1/22 Town Counsel legal opinion re HDC adv committees

1/10/23 Alternative legal opinion re HDC adv committees

11/02/22 HDC memo to SB re requesting reinstating adv committees

1/3/2023 HDC minutes

2/9/2023 email from Town Counsel re: alternative legal opinion

11/28/2022 email from Preservation Planner re: HDC review

DRAFT Proposed Scope for Independent Review of HDC Ops with edits from PLUS

2020 National Alliance of Preservation Commissions CAMP report

11/17/2022 HDC adoption of best practices

2/13/2023 letters from Nantucket Historical Commission; Mickey Rowland (former chair of HSAB); Nantucket Preservation Trust and Sconset Trust

3/09/23 HDC Adoption: Scope of Services for HDC Operations Review







Agenda Item Summary

Agenda Item #	X. 1.
Date	2/15/2023

Staff

Preservation Planner; Town Manager; Town Counsel; Director and/or Deputy Director of Planning

Subject

HDC: Proposed Independent Review; Advisory Committees

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*Sign Advisory, Historic Structures Advisory, Madaket Advisory, Sconset Advisory, Tuckernuck Advisory

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Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

The goal is to maintain the HDC's mission under the Act, which is "to promote the general welfare of the inhabitants of the Town of Nantucket through the preservation and protection of historic buildings, places and districts of historic interest through the development of an appropriate setting for these buildings, places and districts and through the benefits resulting to the economy of Nantucket in developing and maintaining its vacation-travel industry through the promotion of these historic associations." (HDC Special Act Section 2)

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Connection to Select Board Strategic Plan Focus Area: Quality of Life

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V. PUBLIC COMMENT

Denice Kronau, speaking as a private citizen, voiced concerns over a recently launched recall effort of the Select Board Chair and commended those in service to the Town, especially the Select Board and Chair Bridges. She said she feels the recall effort is polarizing, disheartening and a disservice to the community.

Anne Dewez noted the Select Board has an item on its September 8, 2022 executive section agenda regarding a Planning Board legal matter involving pools and spas. She read aloud an email she recently sent to the Board about this.

Charity Benz voiced her concern about a recent court ruling that upheld a Conservation Commission decision regarding the removal of the Sconset geotube project and the possibility of the Siasconset Beach Preservation Fund (SBPF) appealing that decision.

Butch Ramos spoke out against the use of antifreeze to winterize plumbing, noting that it is an environmental hazard.

Meghan Perry passed out copies of the Housing Appeals Committee (HAC) draft decision for the proposed Surfside Crossing 40B housing project to the Board members. She reviewed sections of the former Fire Chief's testimony to the HAC and asked if new information can be presented to the HAC based on the Veranda House fire in July, 2022.

VI. NEW BUSINESS

There was no new business.

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

Ms. Mohr moved approval of items VII 1-2; seconded by Ms. Holdgate. So voted 4 - 0.

1. Approval of Minutes of August 17, 2022 at 5:30 PM.

2. Approval of Payroll Warrants for August 21, 2022; September 4, 2022.

3. Approval of Treasury Warrants for August 24, 2022; August 31, 2022; September 7, 2022. Ms. Mohr recused herself from this matter. Ms. Holdgate moved approval; seconded by Mr. Fee; so voted 3 - 0.

4. Approval of Pending Contracts for September 7, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference. Ms. Holdgate moved approval; seconded by Mr. Fee; so voted 4 - 0.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Natural Resources and Saltmarsh Senior Center: Request for Acceptance of Gifts. Ms. Holdgate moved approval of the gifts with thanks to the donors; seconded by Ms. Mohr. So voted 4 – 0. Ms. Mooney read the donors' names as indicated in the Board's agenda materials.

IX. SELECT BOARD'S REPORTS/COMMENT

1. Discussion/Potential Action Regarding Historic District Commission Advisory Committees. Chair Bridges noted that the Board has all agenda item materials in the agenda packet with the exception of a letter that

was received today from HDC Chair Ray Pohl. Chair Bridges said the Board will be discussing possible actions, including reinstating one or more of the HDC advisory committees or tabling the matter. Mr. Fee said he wants to understand why the boards were eliminated and how. He said he feels the process was not sufficient and that the Board should not have the burden placed on it to establish committees for the HDC. Mr. Fee added he feels the legal opinion from Town Counsel was used as an excuse to eliminate the HDC advisory boards and that there was not a process involved. Chair Bridges said that he spoke with Ray Pohl today as to a short-term solution whereby the Board could reinstate one or more of the committees until a longer-term solution can be recommended by the HDC and/or Planning. Ms. Holdgate said she wants to talk about solutions, not how we got here. She said that when the Historic Structures Advisory Board (HSAB) was established there was no Nantucket Historical Commission (NHC) and she feels that if the NHC has the bandwidth they should take over the role of the HSAB. Ms. Holdgate went on to say that she feels while the HDC advisory committees were valuable, the way they were established was not legal, and if the Select Board does reestablish any of them, there should be a recommendation from the HDC. Ms. Mohr said she doesn't know the history of the neighborhood committees (Sconset Advisory Board - SAB, Tuckernuck Advisory Board - TAB, Madaket Advisory Board - MAB) and she needs more time to understand their origins, but she does feel the Sign Advisory Council (SAC) is helpful. Ms. Mohr added that once the Town has an understanding that something is not legal it cannot continue. She said she feels the SAC is the most important advisory committee for the HDC and a temporary fix is to reestablish that committee then a long-term solution could be to amend the HDC Special Act to allow the HDC to legally establish the advisory committees. Mr. Fee stated that his original suggestion to the Town Manager was for her to reinstate the committees then spend time on a long-term solution. He added that the discussion of the advisory committees began a year ago so there has been time to work on this. He said the Town was being reactive instead of proactive. Ms. Mohr asked if the Select Board could vote tonight to reestablish any or all of the advisory committees and bypass its committee appointment policy. Attorney John Giorgio from Town Counsel's office said he sees no reason why the Board can't vote tonight to reestablish the SAC and reconstitute it as it was to allow the committee to work uninterrupted. Ms. Mooney reviewed the Board's committee appointment policy and the Board's allowance to bypass it. She noted that the terms and seats proposed in the packet differ somewhat from what previously existed. Ms. Mohr asked for clarification on the Board's ability to appoint members to HDC advisory committees and asked if the SAC is different from the others. Mr. Giorgio said they are all the same in that the Charter grants the authority to establish and make appointments, to the Select Board. Ms. Mohr asked if the Board doesn't reconstitute the committees, what will be the effect to pending applications. Planning Director Andrew Vorce clarified that he consulted with the chair of the HDC over a year ago and discussions included Town Counsel and the Town Manager. Mr. Vorce explained that he didn't "cancel" the committees, he had them stop meeting as staff can't provide support to committees that are not legally constituted. Mr. Vorce cautioned the Board against establishing any new neighborhood committees as it could be a burden on staff time. He added that he is in agreement with Ms. Holdgate and his staff about allocating the review of historic structures to the NHC. Mr. Fee said he wants the HDC to be involved and for the HDC to make a recommendation to the Select Board about reestablishing the committees. Preservation Planner Holly Backus stated the crux of Mr. Pohl's letter is that the HDC cannot do without the SAC. Chair Bridges reviewed possible options for the Board including waiting to get more feedback from the HDC or to reestablish the SAC now. Ms. Holdgate moved to reestablish the SAC tonight with the existing members with all terms ending June 2023 and then getting a recommendation from the HDC on the SAC in terms of mission, membership, etc. which the Board can ratify at a later meeting; seconded by Mr. Fee. Hillary Hedges Rayport asked to speak while the vote was in process. Chair Bridges said she would have to wait to speak until the vote was taken. On the motion, so voted 3 – 1. Mr. Fee was opposed as he wanted to hear from Ms. Rayport. Ms. Rayport stated she is "stunned" by the Board's decision, stating that she does not believe the Select Board has the right to

appoint HDC members. She said she felt this was a “manufactured crisis” and there are management issues that are not being addressed. Ms. Holdgate noted that the Select Board appoints the HDC Alternate members so there is already precedent for Select Board appointments of HDC-related membership. Ms. Mohr stated she sees this as an emergency response to a request from the HDC Chair, not a long-term solution. She added she would like to form a group to review the system that has been in place. Ms. Hedges stated she wants the Select Board to acknowledge that this is a manufactured crisis and management issue. Mr. Fee voiced concerns about how an assessment can be done in time to put forth a town meeting article for a home rule petition to change the HDC Special Act. Bruce Mandel suggested that neighborhoods create groups to review applications and have one person present comments to the HDC. He also suggested that if the MAB is reconstituted that two alternate seats are allowed, and that all members live in Madaket. Mr. Vorce said regarding the so-called “manufactured crisis” that the August 17, 2022 memo from Town Counsel advised discontinuation of advisory committee meetings or deliberations.

2. Committee Reports. None.

X. 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; Request to be Continued to December 7, 2022). Ms. Holdgate moved to continue the public hearing to December 7, 2022; seconded by Mr. Fee. So voted 4 – 0.

XI. ADJOURNMENT

At 7:04 PM, Ms. Mohr moved adjournment; seconded by Ms. Holdgate. So voted 4 - 0.

Approved the 21st day of September 2022.

VI. NEW BUSINESS
There was no new business.

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS
Mr. Fee moved approval of items VII 1 – 3; seconded by Ms. Holdgate; all in favor, so voted.

1. Approval of Minutes of November 9, 2022 at 5:30 PM.

2. Approval of Payroll Warrants for November 13, 2022.

3. Approval of Treasury Warrants for November 16, 2022.

4. Approval of Pending Contracts for November 16, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.
Ms. Holdgate moved approval of the pending contracts as presented; seconded by Ms. Mohr; all in favor, so voted.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS
1. Historic District Commission: Request for Reinstatement of Madaket Advisory Board, Tuckernuck Advisory Board, Siasconset Advisory Board, Historic Structures Advisory Board. HDC member Diane Coombs spoke in favor of the reinstatement of the advisory boards, stating their input is valuable and there is no cost to the Town. Mr. Fee noted a letter received from a Madaket resident requesting that the Board not reinstate the Madaket Advisory Board. Ms. Coombs said the reinstatement of that board could be postponed. Ms. Mohr noted that there is a fair amount of staff time dedicated to managing these advisory boards and noted there are no minutes from any of the boards posted on-line. She said she would like to hear from the Planning Director on this matter. Planning Director Andrew Vorce said there is a cost to the Town for the staff time necessary to manage these boards, which is significant in order to be done correctly. He noted there is no authority by the HDC to establish these boards, said that the boards have privately reconstituted themselves and have been providing input to the HDC as they had done before they were disbanded last summer. Ms. Mohr asked about transparency with the advice coming to the HDC from informal groups. Preservation Planner Holly Backus explained that all of the comments are made available to the public. She said that from the staff's perspective, the way the process is progressing now is easier, more efficient and the public is encouraged to provide comments. Chair Bridges asked about differences between the prior boards' input and the way it is happening now. Ms. Backus said there is no difference. Ms. Mohr asked if applications, previously, were required to go through these boards. Ms. Backus said no and explained how the process used to work and is working now. She reiterated the efficiency of the process as it currently stands. She added that the input is greatly appreciated. Mr. Fee said the HDC is requesting these boards and he thinks the current situation is adding a burden to the HDC. Mr. Fee asked how the Sign Advisory Committee (SAC) is being utilized. William Saad, HDC administration staff member explained how the SAC is used currently and how it was being used before. He emphasized the efficiency and transparency of the process. Mr. Fee asked for additional input from the HDC. Dr. MacNab agreed with Mr. Fee as to the HDC's request. Hillary Rayport spoke in support of the HDC's request and disagreed that associated staff time is significant. Linda Williams said she herself has served on an HDC advisory board; and, on the HDC. She stated that she represents people who do not support the HDC request and who she says are afraid of retribution by the HDC if they were to speak out against the request. She spoke on self-expansion of jurisdiction of the advisory boards to cover areas not intended to be covered. She spoke

against the HDC request without more specific documented and approved rules and parameters. Rick Atherton spoke in favor of the HDC request. Mr. Saad said he spends a significant amount of time administering the SAC. Esmeralda Martinez, HDC administrative staff member spoke on the amount of time she spends on HDC issues, as well as the time she previously spent administering the advisory boards, stating that it is "a lot of work for the staff". Ms. Holdgate questioned the HDC application backlog, if the advisory boards were in effect. Some discussion followed as to the application backlog, processing time and process. Ms. Holdgate commented that with the current backlog, reinstating the advisory boards could make the situation worse. Ms. Backus suggested that the HDC enabling legislation perhaps could be amended to better streamline the process, to allow some amount of additional staff review and approval of certain types of applications. Ms. Holdgate agreed and said that routine applications could easily be approved by staff. Mr. Fee reviewed some historical discussion as to amending the HDC enabling legislation. He said he believes there are "management solutions". Abby Camp, HDC member, spoke in support of the HDC request. Ms. Mohr said she is not ready to take action tonight and would like additional information as to the specifics of what the advisory boards are supposed to do, expressing concern about an unnecessary slow-down of the process. Dr. MacNab suggested reinstatement for one year. He said the "real issue" isn't the advisory boards, it is the "appropriate review" of items going before the HDC. Ms. Holdgate suggested there could be a more thought-out process prior to reinstatement. Chair Bridges noted that the information desired by the HDC is getting to it through the current process. Ms. Holdgate moved to continue the item until more information can be gathered; seconded by Ms. Mohr. Chair Bridges asked about the type of information needed. Ms. Holdgate suggested detail as to staff time, and parameters that previously existed for the advisory boards with advisory board input. Mr. Fee asked who is going to gather the information. Some discussion followed. On the motion: Ms. Holdgate – Yes; Ms. Mohr – Yes; Mr. Fee – No; Dr. MacNab – No; Chair Bridges – Yes. So voted 3-2. Ms. Gibson suggested an independent review of the HDC processes, meeting structure, staff requirements, application types and that if the Board wants to put forward an article regarding the enabling legislation that could be developed. Ms. Holdgate spoke in favor of an independent review, which could include recommendations for enabling legislation amendments. Ms. Backus concurred. It was generally agreed that Ms. Gibson will come back to the Board with a scope for an independent review. Mr. Fee said he would want the HDC and other groups to have input.

IX. SELECT BOARD'S REPORTS/COMMENT

1. Form of Government/Municipal Charter Change Discussion (Input from Guest Speakers). Ms. Gibson explained that the Massachusetts Selectmen's Association recently held a webinar with a former and current town managers who discussed their experiences with municipal charter changes. She said that Select Board member Brooke Mohr also attended the webinar and thereafter agreed that in light of discussions occurring in the community and with different community organizations, it might be a good idea to provide a summary of the information provided at the MSA meeting, to the Board, with allowance for questions and answers. She introduced Town Managers Julie Jacobsen from Auburn, MA and Andrew Sheehan from Middleton, MA; and former Town Manager Jeff Nutting who has served in a variety of capacities in several municipalities, with service of over 40 years. Each manager spoke on their careers in municipal government in a variety of roles and in different forms of government. Ms. Mohr asked about the process of transitioning from open town meeting to a town council form of government. Mr. Nutting reviewed the legal requirements and said it is a "huge change" to go from hundreds of years of doing something to a new way and suggested the statutory Charter Commission process, for something so significant. Mr. Fee asked about the types of items that come before a council and how they are prepared. Mr. Nutting said that many things are no different than for the Select Board, except that items for town meeting go to the council in a less time-consuming way. Mr. Fee asked about the Finance Committee's role

Planning and Land Use Services

Building ▪ Historic District Commission ▪ Planning Board ▪ Zoning Board of Appeals

AGENDA

HDC, SB & NPEDC Chair Joint Meeting
February 3, 2023

FACTS:

PLUS AGREEMENT:

- Between TON & NPEDC (since August 22, 2012) – providing professional services for the Planning Board, Zoning Board, Affordable Housing Trust, Building Department, and Historic District Commission (that make up PLUS.)
- PLUS oversees and administers public meetings staffed by NPEDC.
- ALL personnel, except Planning Director are included in the respective bargaining units with the Town of Nantucket employees.

STAFFING: PLUS is responsible for staff, not any board.

CONCERNS:

- Citizen Warrant Article: HDC Administrator
  - NPEDC - January 23, 2023, voted not to support.
  - FinCom - January 26, 2023, voted not to support.
  - HDC review pending.
- Independent Review
- Alternative Legal Opinion
- Advisory Boards
  - HOME RULE PETITION – Chapter 124
  - Status of advisory comments
- Finances
- Next Steps
- Reportability

DRAFT Scope of Services for HDC Ops Review
As of 112022 LG

Review the conduct of Commission meetings and examine/confirm compliance with:

- Open Meeting Law
- Robert's Rules of Order
- Town of Nantucket Committee Handbook, including Code of Conduct
- Conflict of Interest Law/State Ethics Commission Guidelines

And taking into consideration:

- Could meetings be more efficient?
- Is discussion relevant to agenda items?
- Are staff recommendations provided and considered?
- Are applications processed efficiently?
- Number and type of applications over the last 5 (???) years to determine any trends, significant changes

Review HDC enabling legislation for potential amendment so as to:

- Retain HDC authority for ensuring adherence to historic preservation guidelines, rules and regulations while allowing for routine applications (such as fences, door color changes, window replacements and other non-substantive items) to be potentially be processed by staff
- Are "HDC Advisory Committees" "added value"?

Review staffing and operations for the Commission:

- Are staff resources sufficient?
- Do staff members have the necessary qualifications to provide recommendations?
- Are there training/educational opportunities that could be utilized?
- Are HDC regulations current; are any updates recommended (such as coastal resilience, sustainability needs and new requirements, guidelines or best practices)
- Are the HDC fees commensurate with staff time? Should they be modified?
- Are there training programs available to Commission members?
- Are minutes and agenda items processed in a timely manner?
- Is the agenda organized to optimize the Commission's time for more significant applications?
- Is the review of applications sufficient?

Interview:

- Current Commission members
- Former Commission members
- Current staff
- Random selection of: applicants who make application on a regular basis; and, one-time applicants
- Town Manager and/or other Town Administration staff
- ANYONE ELSE?

DRAFT

From:	Libby Gibson
To:	Erika Mooney; John Giorgio; Holly Backus
Subject:	FW: Update: HDC Special Mtg/Unanimous Consensus (HDC re. Advisory Committees, etc.)
Date:	Thursday, February 9, 2023 10:51:24 AM
Attachments:	AGENDA HDC-SB-NPEDC 020323.pdf Letter to HDC re_ Advisory Committees from Anderson Krieger.pdf DRAFT Scope of Services for HDC Ops Review 112022 LG.docx Town Counsel op re HDC adv committees 090122.pdf

Erika: 2/15 agenda packet items attached & below; I will attempt an AIS

HOLLY & JOHN: we are going to have an agenda item on the 2/15 SB meeting to discuss the Independent Review and the Advisory Committees. I was planning to put in the packet the attached & the email below.

HOLLY: do you have a Jan 3 email from the HDC requesting the reinstatement of the adv committees?

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Stephen Welch <steph@welch-associates.com>
Sent: Friday, February 3, 2023 5:30 AM
To: Ray <ray@botticelliandpohl.com>
Cc: Andrew Vorce <AVorce@nantucket-ma.gov>; Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>; Mary Longacre <ml@marylongacre.com>
Subject: Update: HDC Special Mtg/Unanimous Consensus (HDC re. Advisory Committees, etc.)

Ray,

Quick update on yesterday's HDC's Special Meeting, reporting unanimous consensus of HDC members present (6 of 8) as follows:

1. Advisory Groups - Reconstitution: Subject to Andrew's consent, professional staff (Holly, Esmeralda, and Billy) meet with HSAG Chair, and separately SAC Chair, to work through differing assessments (represented at past SB meetings) to resolve operational details for each group, their result taking the form of a brief document. Document to include the: "Who, Why, What, How, Where, and When" nature of the groups, and related matters; reasonably reflecting each party's

concerns. Foregoing document to be forwarded to HDC for policy review, and potential modifications, and a vote, after which HDC moves the matter to SB (with a request they reconstitute the two groups subject to the measures within the document) under their charter powers (near term) and as otherwise required or determined beneficial (long term). As per previous HDC vote, HDC's request to SB to include a provision that the HDC selects successful candidates for SB ratification, or to this effect.

Comments:

- Just these two groups, to start; pilot approach.
- HDC previously discussed the idea of defining the "Who, Why, What, How, Where & When" nature of the groups. More specifically: *Who* (constitutes the group, including any particular requirements for membership); *Why* they meet (including to clarify their advisory role and mission statement, each to be consistent with HDC mission); *What* (subject matters they address, with added utility of establishing boundaries and guardrails if you will); *How* (they address their business including BWNIM as their sole reference, operating under Robert's rules, their individual and group acts being subject to TON Committee Member Handbook, etc.); *Where & When* (hybrid or not; actual typical location, including for PLUS and TON resource planning, applicant knowledge, etc.), and related matters.

2. Diane's Article: In day-to-day operations, what this distills to i) at time of submission, incomplete applications are no longer accepted, and ii) watchful eyes, capable of discerning higher-level context (historic appropriateness, character and setting) assess proposed work to help prevent approval errors.

Comments:

- The means to these ends are largely in place and working, but staff are thin due to higher volume of applications, which allows for items to fall between cracks. While necessity to address these matters was unanimous, membership split on necessity to in any way overhaul the HDC.
- Full implementation of a recently adopted HDC best practice (that staff not accept incomplete applications, and that checklists are regularly used for this purpose but also to inform applicants of requirements) directly addresses the first intended outcome; that effort is in process. This is welcomed, according to staff comments and our own experience, upper-level staff otherwise spend chunks of time processing and reprocessing (and communicating about) incomplete applications. And at meetings, these are a time-suck for all parties (Commission, staff, other applicants).
- A proper request to PLUS for appropriate, supplemental staff (for a slightly deeper bench, to get and remain caught up, and to level-up from COVID-induced application processing practices, etc.) addresses the second intended outcome—i.e., in essence, needed crack-filling—if employed with rigorous use of existing and supplemented checklists and with appropriate staff authorized by HDC to turn-back inappropriate applications. Note: We, the HDC, requesting PLUS address these concerns—incomplete applications and needed crack-filling—is appropriate vs. directly requesting PLUS provide supplemental staff; while the outcome may be the same, that's PLUS's choice to weight and determine; this was mentioned to our members during the meeting.

3. Related Discussion: Wherever possible, as a continuation of our best practices initiative, we (HDC) must formulate clear thresholds of appropriate (and therefore, inappropriate) applicant proposals. This effort being in manageable chunks which translate into existing checklists to inform applicants and their agents of expectations, and so that staff may efficiently and effectively verify applications pass muster (for completeness, and appropriateness). To reasonable extent, guidance needs to extend to: extensive grade changes, various matters arising in relation to pools, and matters arising in relation to 41-81L applications—each of which we've experienced a large influx of, many of which are also contentious.

Properly implemented, including Commissioners' self-awareness (of time management and a smidge of self-discipline) during meetings, there's a fair shot at even keel without investing who knows how much time into any type of retooling or overhaul—seems worth a try.

HDC Organizational Focus Committee, Chair
Stephen Welch

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KP | LAW
The Leader in Public Sector Law

T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

TO: Andrew Vorce, Director of Planning and Land Use Services (***By Electronic Mail Only)***

FROM: John W. Giorgio, Esq., KP Law, P.C. Town Counsel

RE: Town of Nantucket - Sign Advisory Council

DATE: August 17, 2022

You have asked me to analyze the legal status of the HDC Advisory Committees, including the Sign Advisory Council (SAC).

You have informed me that according to the Nantucket Annual Reports, advisory committees have been created at various times in the past. The practice has been that the HDC appoints the members of each of these advisory committees, including the Sign Advisory Council (SAC – 1980), the Design Advisory Committee (DAC – 1972) (now inactive), Siasconset Advisory Committee (SCAC – 1986/87), Madaket Advisory Board (MAB - 2004), Tuckernuck Island Advisory Council (TIAC – 1994) (meetings are infrequent), and the Historic Structures Advisory Board (HSAB - 2004) . The advisory committees typically conduct a pre-review of applications pending before the HDC. You are concerned that over the years the scope of this pre-review has expanded considerably, and often, the advisory committee recommendations go beyond being merely advisory in nature which results in an intrusion on the discretion of the elected HDC and causes confusion for applicants. As an example, you have provided me with a copy of the HDC's Sign Book, wherein the HDC created the Sign Advisory Council, which is described as "advisory only."

I have reviewed the Charter and bylaws of the Town, the HDC Special Act, and Chapter 40C of the General Laws and I can find no legal authority for the creation of any advisory committees by the HDC. An elected body cannot delegate authority to non-elected standing committees without specific legislative authority. In fact, Section 3.5 (c) of the Town Charter reserves to the Select Board the authority to appoint advisory committees. It is my opinion, therefore, that the HDC never possessed the legal authority to create the advisory committees or to delegate any of its authority to such a committee. While the HDC may establish one or more subcommittees of its members and to delegate to such a subcommittee certain function including a pre-review of applications, in my opinion the HDC does not have the legal authority to create an advisory committee consisting of individuals who are not elected members of the HDC. In my opinion, the HDC also has the legal authority, as an administrative matter, to request Town staff assigned to support the work of the HDC, and to conduct a pre-review of applications in order to streamline the application and hearing process.

If HDC wants to continue having an SAC, my recommendation would be that the HDC vote to request that the Select Board formally vote to reconstitute the SAC pursuant to its Charter authority, and in doing so, the Select Board should vote on a charge to the SAC that spells out the scope and limits of authority of the SAC. The charge should make it clear, however, that the SAC is only advisory. If the SAC is to be reconstituted, then Chapter 124 of the Code of the Town of Nantucket should be amended to allow for an advisory committee to be appointed by the Select Board under its Charter provisions.

Unlike the SAC, which functions in the context of the Sign Bylaw (Chapter 124 of the Town Code), the subject matter of the other advisory committees do not have specific recognition in town bylaws and their function is indistinguishable from the HDC's review as an elected Commission. Retaining all or any of these, therefore, will require amending the enabling legislation. Until such time as the advisory committees are legally reconstituted, which may or may not occur, they should discontinue any meetings or deliberations.

Please let me know if you have any questions.

From: John Giorgio
To: Andrew Vorce
Cc: Libby Gibson
Subject: Sign Advisory Council
Date: Thursday, September 1, 2022 3:52:24 PM

Andrew;

You have asked me to review chapter 340 of the Town Code, which are regulations of the Historic District Commission to determine whether there is anything in those regulations that would change my opinion regarding the need for the Sign Advisory Council to be established as an advisory committee appointed by the Select Board.

I do not see anything in chapter 340 that changes my opinion. I agree that Chapter 340 is intended to constitute regulations of the HDC, but to the extent that c. 340 purports to establish one or more advisory boards, it is still my opinion that pursuant to the Town Charter, which I have previously cited, only the Select Board is authorized to appoint advisory boards. Neither a bylaw of the Town nor a regulation of a town board may vary the requirements of the Town Charter, which would, in my opinion, prevail over any inconsistent bylaws or regulations. Moreover, when it comes to the distribution of the powers and duties of Town boards, a home rule charter that distributes such powers in a manner than is different than the General Laws is deemed to be consistent with those laws under G.L. c. 43B, §20, which provides in pertinent part as follows:

> The provisions of any charter or charter amendment adopted pursuant to the provisions of this chapter shall be deemed consistent with the provisions of any law relating to the structure of city and town government, the creation of local offices, the term of office or mode of selection of local offices, and the distribution of powers, duties, and responsibilities among local offices

It continues to be my opinion, therefore, that pursuant to Section 3.5(c) of the Town Charter, the authority to appoint advisory committees rests with the Select Board. Specifically, the Charter vests in the Select Board the authority:

To establish as may be advisable or needed one or more advisory committees to conduct any inquiry or investigation or to make planning, policy, or other recommendations.

I would also point out that there is nothing in the Town's HDC special legislation that purports to authorize the HDC to appoint any committees, advisory or otherwise. While arguably the HDC may have authority to appoint subcommittee of its members to perform certain duties, the Sign Advisory Council, by its nature, is not a subcommittee of the HDC. Rather, it is a Town Committee consisting of citizens appointed by the HDC. That is a very different committee structure than a subcommittee of members of the HDC itself.

I do not think that there is any doubt that the Sign Advisory Council was intended to be an advisory committee that was tasked with making recommendations on planning and other matters. Accordingly, as I have indicated from the outset of this subject, there is nothing that would preclude the Select Board from establishing a sign advisory council to provide planning recommendation to the HDC. This could include recommendations on specific sign applications filed with the HDC pursuant to Chapter 340, or section 124 of the Town bylaws. In order, however, to insure that any sign advisory council remains advisory I would recommend that chapters 124 and 340 be amended to make it clear that while sign applications may be referred to the Sign Advisory Council, the purpose of the referral is to provide any opportunity for the council to make recommendations to the HDC only, and I would further recommend that it be made clear that the ultimate authority to approve a sign application rests with the HDC. In order to give effect to the "advisory" nature of the Sign Advisory Council, the local legislation should include a deadline for the receipt of recommendations from the council after which the HDC must act with or without a recommendation. The same safeguards should be in place for any other advisory boards that the select Board establishes to advise the HDC.

John

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ANDERSON
KREIGER

PAUL M. KOMINERS
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T: 617.621.6538

January 10, 2023

By email to emartinez@nantucketma.gov
Nantucket Historic District Commission
2 Fairgrounds Road
Nantucket, MA 02554

Re: Historic District Commission Advisory Committees

Dear Commissioners:

I represent the Nantucket Community Foundation's Keep Nantucket Real Fund. In light of the Town's disbanding of the Nantucket Historic District Commission ("HDC")'s standing advisory committees, the Fund has asked me whether the HDC has the legal authority to create standing advisory committees. Based on my research, it does. This letter explains why, and also explains other actions the HDC or Town Meeting can take without amending the HDC's enabling legislation.

In preparing this letter, I have reviewed the HDC's enabling act, Chapter 395 of the Acts of 1970, as amended ("Act"); the Town Charter; applicable case law, Town Counsel's August 17, 2022 memorandum concerning the advisory committees; and other materials.

History of the HDC Advisory Committees

As you know, the Nantucket Historic District Commission ("HDC") exists to "promote the general welfare of the inhabitants of the Town of Nantucket through the preservation and protection of historic buildings, places and districts of historic interest …." Act § 2. The HDC was established by the Act, which also designated all 30,000 acres of Nantucket as a historic district. The Historic District includes multiple architecturally-distinct villages and areas.

The HDC's authority within its large jurisdiction is extensive. It covers all construction or alteration of buildings' or structures' exterior architectural features. Act § 5. And consistent with this extensive authority over a large area, the HDC receives an enormous number of applications—well over 2,000 in an average year, based on a review of published HDC monthly data running from 2016 to July 2021. Those applications cover construction and alterations ranging from entirely new dwellings, to signs, to sheds, solar panels, chimneys, and fences.

Processing an application is a significant undertaking. The HDC is charged with evaluating,

> among other things, the general design, arrangement, texture, material and color of the building or structure in question, the location on the lot and the relation of such factors to similar features of buildings and structures in the immediate surroundings and the position of such building or structure in relation to the street or public way and to other buildings and structures.

Id. § 9(b). In addition, when reviewing applications for new construction, the HDC "shall consider the appropriateness of the size and shape of the building or structures both in relation to the land area upon which the building or structure is situated and buildings and structures in the vicinity ...." *Id.*

In order to carry out its statutory mandate, the HDC "may make such rules and regulations consistent with th[e] Act as may appear desirable and necessary." *Id.* § (8). It is specifically charged with promulgating "rules and regulations adopting or establishing guidelines for exterior architectural features and establishing procedures for the processing of applications and conduct of hearings." *Id.*

Starting in the early 1970s, the HDC created a series of advisory committees to conduct pre-reviews of applications and offer the HDC advice and input on specific subjects:

- the Design Advisory Committee, established in 1972, later inactive;
- the Sign Advisory Council, established in 1980;
- the Siasconset Advisory Committee, established in 1986 or 1987;
- the Tuckernuck Island Advisory Council, established in 1994;
- the Madaket Advisory Board, established in 2004; and
- the Historic Structures Advisory Board, established in 2004.[1]

My research has not revealed how these advisory committees were established, except that there appears to have been a regulation authorizing the Sign Advisory Council at least as early as 1990. Town Regulations § 340-6(B); *id.* c. 340, App'x D.

In August of 2022, on advice of Town Counsel, the HDC Advisory Committees were unilaterally disbanded by an email from Planning Director Andrew Vorce to HDC Chair Raymond Pohl. The Select Board subsequently reinstated the Sign Advisory Council by establishing it as an advisory committee under Section 3.5(c) of the Town Charter.

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[1] These dates are drawn from Town Counsel's memorandum.

Analysis

I. The HDC May Establish Advisory Committees by Rule or Regulation

In determining whether the HDC has the power to establish advisory committees by rule or regulation, there are two questions: (1) the scope of the HDC's authority to promulgate rules and regulations in general and (2) whether establishing an advisory committee is a permissible exercise of that authority. I believe that the HDC has broad authority to promulgate rules and regulations and that establishing advisory committees is within the scope of that authority.

First: In *Globe Newspaper Company v. Beacon Hill Architectural Commission*, 421 Mass. 570 (1996), the Supreme Judicial Court held that the BHAC, which functions as an historic district commission, has broad authority to promulgate rules and regulations. Specifically, it held that because "the General Court directly established the [BHAC] by special enabling act" and the BHAC is largely independent of the City of Boston, the BHAC's regulations are entitled to the considerable deference given to an "agency created by the state." *Id.* at 583-84. The BHAC's rules and regulations, therefore, need only have "a rational relation to the statutory purpose ... [and] some express or implied basis in the governing statute." *Id.* Had the BHAC been an ordinary municipal public body, it would have had only the power to issue regulations if that was the "necessary implication" of its governing statute. *Id.* at 583.

The HDC is also an "agency created by the state." Like the BHAC, the HDC was created directly by a special act of the Legislature and is largely independent of the local government.[2] Accordingly, the HDC's rules and regulations need only have a rational relation to the purpose of the Act, and an express or implied basis therein.

Second: Because establishing advisory committees bears a rational relation to the purpose of the Act, and has an express or implied basis therein, the HDC's authority to issue regulations includes the authority to establish advisory committees.

Rational relation: Where a statute charges a public body with conducting a vast number of proceedings, streamlining those proceedings bears a reasonable relation to the purposes of the statute, especially when the public body retains ultimate decision-making authority. *Town of Hull v. Mass. Comm'n Against Discrimination*, 72 Mass. App. Ct. 525, 529 (2008). In *Town of Hull*, the Appeals Court concluded that a regulation delegating MCAD hearings to non-Commissioner hearing officers was reasonably related to the enabling statute, because MCAD manages thousands of cases annually and the hearing officers' decisions were still "subject to later review by the commission." *Id.* Like the MCAD, the HDC processes an average of more

[2] The HDC is at least as independent of Nantucket as the BHAC was of Boston. HDC members, unlike BHAC members, are independently elected. Act §§ 3, 11. Both are placed within municipal departments for staffing and administrative purposes. And, because both the BHAC's and the HDC's decisions are ultimately subject to appeals to Superior Court, the Select Board's ability to review HDC decisions does not reflect significant Town control over the HDC.

than 2000 cases per year, and preliminary review by an advisory committee would not divest the HDC of its ultimate authority. Thus, requiring preliminary review by an advisory committee bears a rational relation to the Act.[3]

Express or implied basis in the statute: At least three cases have approved state agencies imposing substantial, rights-altering procedural steps by regulation, even where those procedures are not explicitly authorized by or even are in tension with the statute.

First, the SJC approved a Department of Public Welfare regulation establishing a Medicaid claims review board and requiring providers to appeal claims denials to that board, even though that structure was "not explicitly authorized by statute." *Mass. Respiratory Hosp. v. DPW*, 414 Mass. 330, 331-32, 334 (1993). The SJC relied on general authorizing language in both state and federal law. *Id.* at 334.

Second, the SJC held that the Department of Environmental Protection could mandate by regulation that registered water districts channel disputes with DEP through administrative adjudication. *Water Dep't of Fairhaven v. DEP*, 455 Mass. 740, 750 (2010). The SJC based its decision on DEP's statutory power to adopt "such regulations as it deems necessary to carry out the purposes of the act." *Id.* (quoting G.L. c. 21G, § 3(6)). The SJC characterized this power as a "broad latitude to adopt regulations, comparable to" that in *Massachusetts Respiratory Hospital* or in *Globe Newspaper Co. Id.* at 750-51 And it came to this conclusion even though the governing statute expressly authorized adjudicatory proceedings only for *other* categories of users. *Id.* at 751.

Third, in *Town*, the Appeals Court approved an MCAD regulation delegating initial hearings to non-commissioner hearing officers, even though the enabling legislation only expressly authorized the MCAD to delegate hearings to commissioners. 72 Mass. App. Ct. at 528 (quoting G.L. c. 151B, § 3(6)). The Court concluded that the regulation was consistent with the enabling statute in key part because the statute empowered the MCAD to adopt "rules and regulations to carry out the provisions of [c. 151B]," because the enabling statute did not "*expressly* prohibit [the MCAD] from delegating public hearings to hearing officers," and because the "practice ... has been accepted without question over many years." *Id.* at 529-30 (emphasis added).

In light of these three cases, the HDC has an implied basis in the Act to establish standing advisory committees. In all three cases, an agency with a general grant of authority to promulgate regulations it deemed "suitable" or "necessary" was permitted to promulgate regulations interposing a significant adjudicatory step not expressly authorized by the statute. Here, the HDC has comparable authority: it may adopt regulations it deems "desirable or necessary." And requiring a preliminary review is a less significant intervention in the process

[3] For similar reasons, Town Counsel is correct that the HDC can properly "request Town staff assigned to support the work of the HDC, and to conduct a pre-review of applications in order to streamline the application and hearing process."

than interposing a mandatory claim review board, mandatory administrative adjudication, or a separate hearing officer.

Also, like the challenged delegation in *Town of Hull*, the practice of referring applications to the advisory committees is longstanding. 72 Mass. App. Ct. at 529. Of course, HDC decisions are not litigated as regularly as MCAD decisions. But at least one case involving the HDC's agreement with the Design Advisory Committee's adverse recommendation did not question the DAC's right to exist. *Gumley v. Bd. of Selectmen of Nantucket*, 371 Mass. 718, 721 (1977). My research has not identified any other case arising from an HDC decision in which a party made an issue of an advisory committee's involvement.

Two contrary arguments in Town Counsel's August 17 memorandum are worth addressing.

First, he states that "[a]n elected body cannot delegate authority to non-elected standing committees without specific legislative authority." This point is not germane. As the analysis above shows, the HDC's power to adopt rules and regulations as "desirable and necessary" constitutes specific legislative authority to create advisory boards. Indeed, in *Massachusetts Respiratory Hospital*, the SJC described the Legislature's delegation of power to DPW to adopt regulations as "authoriz[ing] the department's creation of [the claims review] board." 414 Mass. at 335. Also, seeking advice from an advisory committee is not a delegation of authority.

Second, he argues that "Section 3.5(c) of the Town Charter reserves to the Select Board the authority to appoint advisory committees." This argument appears to rest on the standard principle of statutory interpretation that "[w]hen the Legislature includes a phrase in one subsection of a statute but not in another, this invites the 'negative implication' that the phrase was purposefully excluded." *Commonwealth v. Montarvo*, 486 Mass. 535, 538 (2020). However, this principle always requires "cautious application," *id.*, especially where the relevant "statutes ... vary significantly" in their language and structure, *Commonwealth v. Garvey*, 477 Mass. 59, 65 (2017). Here, the Act and the Town Charter enabling legislation are two different pieces of legislation, structured differently, written differently, serving different purposes, and separated by over 25 years. The Town Charter, therefore, does not implicitly divest the HDC of the power to establish advisory committees. There is no practical conflict either: regardless of whether the HDC's advisory committees exist, the Select Board can create advisory committees as it sees fit.

II. Town Meeting May Grant the HDC the Ancillary Power to Appoint Advisory Committees

As explained above, the Act empowers the HDC to establish standing advisory committees. However, if the HDC wishes to confirm that authority, the Act provides a mechanism. The Act empowers Town Meeting to "delegate[]" or "assign[]" "ancillary ... powers, authority and duties." Act § 9(g). The power to establish advisory committees is ancillary to the HDC's core powers. Thus, the HDC can ask Town Meeting to assign the power to establish advisory committees to the HDC.

Also as explained above, this would not conflict with the Select Board's power under the Charter to establish advisory committees. Town Charter § 3.5(c). The Charter itself provides that, notwithstanding its adoption, "[t]he legislative powers of the Town shall remain vested in the Town Meeting." There is a narrow exception of certain powers "as to real estate acquisitions." Town Charter § 2.1. This exception shows that powers otherwise vested in Town Meeting – such as the power to assign ancillary powers to the HDC, Act § 9(g) – remain with Town Meeting. *Montarvo*, 486 Mass. at 538.

Conclusion

Based on the language of the Act and case law, the HDC may enact regulations establishing standing advisory committees to advise it as it carries out its charge to preserve and protect the historic character of Nantucket. Town Meeting may also assign the authority to establish such advisory committees to the HDC, without amending the Act.

Thank you.

Sincerely,

/s/ Paul M. Kominers

Paul M. Kominers

ecc: Arthur P. Kreiger, Esq.
John W. Giorgio, Esq.

HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587 Fax: 508.228.7298

MEMO

To: The Select Board

From: The members of the Nantucket Historic District Commission

cc: Erika Mooney, Operations Manager; Holly Backus, Preservation Planner; Esmeralda C. Martinez, HDC Compliance Coordinator; Billy Saad, Land Use Specialist; Andrew Vorce, Director of Planning

Date: November 2, 2022

Re: Request for advisory board reinstatement

Please see our letter attached for our request of the reinstatement of the disbanded HDC advisory boards. This request is a temporary solution to get these boards operating in a legal manner as quickly as possible. The HDC wishes to manage these boards internally as they act strictly in an advisory role to the HDC's elected members. As we continue to work toward our long-term solution, we will provide supplemental requests and respectfully ask the select board to accommodate further support to develop future regulations to govern these advisory boards.

HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Stephen Welch
Vice-Chair

Abigail Camp

Val Oliver

Diane Coombs

ASSOCIATE COMMISSIONERS

Carrie Thornewill

Jesse Dutra

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Esmeralda Martinez
HDC Compliance Coordinator
emartinez@nantucket-ma.gov

Billy Saad
Land Use Specialist
wsaad@nantucket-ma.gov

To Chair Jason Bridges and the members of the Select Board,

We, the members of the Historic District Commission, request the full reestablishment of all HDC advisory boards: Siasconset Advisory Board (SAB) Madaket Advisory Board (MAB), Tuckernuck Advisory Board (TAB), and the Historic Structures Advisory Board (HSAB).

These boards play a vital role in reviewing the lengthy applications and agendas on which the HDC must make rulings. The members of these groups specialize in the subject matter of their respective boards and, in many cases, provide knowledge and insight on historical structures and precedents that could potentially be missed, given the volume of applications reviewed weekly.

We want it to be clear that these boards act strictly in an advisory manner, and the HDC elected members make a formal vote on each application submitted to the town. We understand that the legality of the establishment of the boards and the appointment of members has been called into question.
Therefore, we are asking the Select Board to reappoint the sitting members of each board at the time of disbandment as a short-term solution.

With regards to the long-term solution, we humbly request for the Select Board to ratify the HDC's selections of advisory board nominees.

Respectfully,
Ray Pohl (chair) and all members of the Nantucket Historic District Commission

HISTORIC DISTRICT COMMISSION
REGULAR MEETING

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

Commissioners: Raymond Pohl (Chair), Stephen Welch (Vice-chair), Diane Coombs, Abigail Camp, Vallorie Oliver
Associate Commissioners: Jessie Dutra, Carrie Thornewill, Connie Patten

~~ MINUTES ~~
Tuesday January 3, 2023
Community Room, 4 Fairgrounds Road & Remote Participation via ZOOM.

Called to order at 4:07 pm. and announcements by Mr. Pohl

Staff in attendance:	Holly Backus, Historic Planner; Esmeralda Martinez, Land Use Specialist; Terry Norton, Town Minutes Taker
Attending Members:	Pohl, Welch, Coombs, Camp, Oliver, Dutra, Thornewill
Remote participant:	Coombs
Absent Members:	Patten
Late Arrivals:	None
Early Departures:	Welch, 8:07 pm

Adoption of Agenda:

Motion	**Motion to Approve as drafted. (Camp)**
Roll-call vote	Carried 5-0//Oliver, Coombs, Welch, Camp, and Pohl-aye

I. PUBLIC COMMENT
1. None

II. COMMISSION COMMENTS
1.

III. DISCUSSION & VOTE
1. Ms. Coombs' letter to Select Board about reinstatement of advisory boards.

Voting	Pohl, Welch, Coombs, Camp, Oliver
Alternates	Dutra, Thornewill
Discussion	**Coombs** – Presented the letter signed by all to Select Board to reestablish the advisory boards. The Select Board hasn't provided an answer. Along with this is for next week she'd like to have on the agenda is discussions for staffing and commission interaction and her citizen's warrant. **Mickey Rowland** – Read a statement regarding the letter and urges the HDC push for reinstatement of the advisory boards. **Angus MacLeod** – He's speaking as chair of Nantucket Historical Commission and 'Sconset advisory. We need an update on how they can best assist to get these boards legally up and running. **Pohl** – We sent the request; SB deliberated but didn't act upon it. They want to reconvene and discuss it further. **Camp** – Suggested a follow-up letter asking about the status of the Select Board's decision.
Motion	**No action necessary**
Roll-call vote	N/A

IV. CONSENTS

Property owner name	Street Address	Scope of work	Map/Parcel	Agent
1. 137 Hummock Pd, LLC **12-7531**	137 Hummock Pnd Road	New Shed	65/72	Brook Meerbergen
2. Dean Lampe 0**1-7630**	142 Surfside Road	Retaining wall	80/98.1	Dean Lampe
3. Dean Lampe **01-7632**	142 Surfside Road	Revise MH dormers	80/98.1	Dean Lampe
4. Dean Lampe **01-7635**	142 Surfside Road	Revise garage dormers	80/98.1	Dean Lampe
5. J.J. Jonas **12-7617**	9 Columbus Avenue	Change windows	59.3/112	NAG
6. Michael Noonan **11-7452**	53 Union Street	Roof replacement	55.1.4/88	Alvaro Castro
7. Susan Mitchell **12-7614**	10 Skyline Drive	Rev. MH color	79/7.1	Susan Mitchell
8. Susan Mitchell **12-7613**	10 Skyline Drive	Rev. GH color	79/7.1	Susan Mitchell
9. Robert Rios **12-7618**	23 Tashama Lane	Replace windows & doors	55/464	Thornewill Design
10. One Bloom, LLC **12-7619**	1 Bloom Street	New shed	42.3.3/140	Emeritus
11. Flotron & Newman **12-7550**	13 Arkansas Avenue	Add door to garage	59.4/158	NAG
12. John Reddett **12-7620**	8 Galen Avenue	Roof replaced – red cedar	29/113	Carey Company
13. Pennel Ames **12-7594**	5 Nobska Way	Renew COA 11906	66/26	NAG
14. 4 Amigos, LLC **12-7578**	8 F Street	Rev. 07-4257: shed	60.2.1/7.1	Structures Ultd
15. Willauer & Harmon **01-7628**	Maple Lane Lot 2	New shed	67/303	LINK

PROPOSED

From:	John Giorgio
To:	Libby Gibson
Cc:	Erika Mooney; Andrew Vorce
Subject:	FW: Update: HDC Special Mtg/Unanimous Consensus (HDC re. Advisory Committees, etc.)
Date:	Thursday, February 9, 2023 12:20:56 PM
Attachments:	AGENDA HDC-SB-NPEDC 020323.pdf Letter to HDC re Advisory Committees from Anderson Krieger.pdf DRAFT Scope of Services for HDC Ops Review 112022 LG.docx Town Counsel op re HDC adv committees 090122.pdf KP-#826580-v1-NANt_Memo_to_PLUS_Re__Sign_Advisory_Council.DOCX

Dear Libby;

I have attached my original opinion to PLUS regarding HDC Advisory Committees. It is the last attachment. I think that should go in the packet as well.

Furthermore, I want to provide my thoughts on the legal opinion provided by Anderson and Krieger and explain why that opinion does not change my original opinion.

As I have indicated since the issue whether the HDC has the authority to appoint advisory committees first came up, the Nantucket Town Charter places with the Select Board the exclusive authority to appoint advisory committees. Section 3.5(c) of the Charter provides as follows:

> [The Select Board shall have the power] to establish as may be advisable or needed one or more advisory committees to conduct any inquiry or investigation or to make planning, policy or other recommendations; …

Furthermore, Section 4-4(b) of the Charter provides that the Historic District Commission is classified as an administrative department of the Town. In my opinion, although the HDC was created by a special act, under the Charter it is a board or commission of the Town and, therefore, subject to the provisions of the Charter.

Private counsel suggests the authority of the HDC to appoint advisory committee stems from its authority under its Act (§8) to enact regulations, which may include the establishment of advisory committees. I respectfully disagree. In my opinion, any explicit or implied authority found in the HDC special act would not take precedence over the Town Charter. Pursuant to G.L. c. 43B, §10:

> The provisions of any charter or charter amendment adopted pursuant to the provisions of this chapter shall be deemed consistent with the provisions of any law relating to the structure of city and town government, the creation of local offices, the term of office or mode of selection of local offices, and the distribution of powers, duties and responsibilities among local offices.

I do not believe there is any doubt that the Select Board's Charter authority to appoint advisory committees constitutes "the distribution of powers, duties, and responsibilities among local offices." As such, the Charter takes precedence over any General Law or special act that provides for a different distribution of powers, and certainly would take precedence over any implied authority found in such laws.

I would also point out that the Town bylaws require a public hearing be held before any Town board or committee adopts regulations. See Section 2.1 of the Town Code. Although Section 340 of the Town Code relative to the HDC's Sign Advisory Committee states that it is a regulation, I have been informed that no public hearing was ever held prior to the adoption of that section.

Moreover, to the extent that Section 9(g) of the HDC special act authorizes Town Meeting to delegate authority to the HDC, this section cannot be interpreted to allow a delegation of power that is inconsistent with the Town Charter. The Town Charter is the preeminent legislation that governs the distribution of powers and duties of Town officials, and boards and commissions, and takes presence over any inconsistent laws, bylaws, regulations, or town meeting votes.

My understanding is that the Select Board already voted on September 22, 2022, to re-establish the Sign Advisory Committee, and that there are ongoing efforts to address the remaining advisory committees. Therefore, rather than engaging is a back-and-forth discussion of differing legal opinions, my recommendation is that the Select Board work with the HDC to identify what other advisory committees are needed at this time and come to a consensus on a process for appointment of members of other advisory committees to serve the needs of the HDC.

Please let me know if you need anything further.

John

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From:	Libby Gibson
To:	Holly Backus; Andrew Vorce
Cc:	John Giorgio; Erika Mooney
Subject:	FW: HDC Review
Date:	Thursday, February 9, 2023 11:56:09 AM
Attachments:	image001.png Post-CAMP Nantucket Report.pdf DRAFT Scope of Services for HDC Ops Review 112022 HB AV edits.docx HDC-OFC Recs (HDC Adopted 11-17-22)_colorized.pdf

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This could go in that packet too - ?

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

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From: Holly Backus <hbackus@nantucket-ma.gov>
Sent: Monday, November 28, 2022 5:23 PM
To: Libby Gibson <LGibson@nantucket-ma.gov>; Andrew Vorce <AVorce@nantucket-ma.gov>; Leslie Snell <LSnell@nantucket-ma.gov>
Subject: RE: HDC Review

Hi Libby,

Sorry for the delay.
Here are our edits.

I have attached our 2020 NAPC (National Alliance of Preservation Commissions) CAMP Report. NAPC provides technical support for local commissions and I was very appreciative of Andrew allowing us to host them (virtually) in 2020. The training included: Preservation Planning & Community Resilience, Ethics, Outreach & Design Review Exercise. The report outlines the historic district (including the both commissions) strengths and weaknesses along with recommendations. We've already been working or achieved some of their recommendations, but in particular, they recommended "exploring way to delegate discretion to staff to approve or deny minor architectural changes to reduce workload for regular HDC meeting." Also, "consider amending the Special Act….only where necessary….not to be entered into lightly." I apologize if I never sent this along before.

NAPC maybe a great resource in this review effort?

I have also attached the HDC's recent adoption of best practices.

Please let me know if you have any questions.
Thanks,

Holly E. Backus
Preservation Planner**
Local CLG Coordinator
Local Hazard Mitigation Plan Coordinator
Town of Nantucket
hbackus@nantucket-ma.gov

**Staff liaison to the Nantucket Historic District Commission (HDC)
& Nantucket Historical Commission (NHC)**

DRAFT Scope of Services for HDC Ops Review
As of 112022 LG

Review the conduct of Commission meetings and examine/confirm compliance with:

- Open Meeting Law
- Robert's Rules of Order
- Town of Nantucket Committee Handbook, including Code of Conduct
- Conflict of Interest Law/State Ethics Commission Guidelines

And taking into consideration:

- Could meetings be more efficient?
- Is discussion relevant to agenda items?
- Are staff recommendations provided and considered?
- Are applications processed efficiently?
- Number and type of applications from 2019 to present (in Energov) ~~over the last 5 (???) years~~ to determine any trends, significant changes

Review HDC enabling legislation for potential amendment so as to:

- Retain HDC authority for ensuring adherence to historic preservation guidelines, rules and regulations while allowing for routine applications (such as fences, door color changes, window replacements and other non-substantive items) to be potentially be processed by staff
- ~~Are "HDC Advisory Committees" "added value"?~~

Review staffing and operations for the Commission:

- Are staff resources sufficient?
- Do staff members have the necessary qualifications to provide recommendations?
- Are there training/educational opportunities that could be utilized?
- Are HDC regulations current; are any updates recommended (such as ~~coastal resilience~~, sustainability needs and new requirements, guidelines or best practices)
- Are the HDC fees commensurate with staff time? Should they be modified?
- Are there training programs available to Commission members?
- Are minutes and agenda items processed in a timely manner?
- Is the agenda organized to optimize the Commission's time for more significant applications?
- Is the review of applications sufficient?
- Are "HDC Advisory Committees" "added value"?

Interview:

- Current Commission members
- ~~Former Commission members~~
- Current staff
- Random selection of: applicants who make application on a regular basis; and, one-time applicants
- Town Manager and/or other Town Administration staff

Commented [HB1]: SEE NAPC CAMP 2020 Report

Commented [HB2]: I forward ALL training opportunities from MHC to both commissions and staff.

Commented [HB3]: This is what "Resilient Nantucket" is. They adopted it June 2021, as an addendum to "Building with Nantucket in Mind."

Commented [HB4]: They just discussed best practices this month. I'll include.

DRAFT

- Planning Admin Staff (who handle applications and have dialogue with the public)
- ANYONE ELSE?

DRAFT

campreport

commission assistance & mentoring program™

Nantucket, Massachusetts

November 6 & November 13, 2020

CAMP trainers: William Cook, Lisa Craig, Friederike Mittner, Program Manager: Marie Snyder
Contact Information: will@culturalheritagepartners.com, lcraiggroup@gmail.com, fhmittner@yahoo.com, marie@napcommissions.org

*The information contained in this document is for informational purposes only and not for the purpose of providing legal advice. Use of this information does not give rise to an attorney-client relationship and does not represent a comprehensive analysis of any particular legal issue. Contact an attorney in your jurisdiction to obtain advice with respect to any particular issue or problem

CAMP Nantucket was presented virtually via Zoom on two consecutive Friday mornings, November 6 and November 13, 2020. With representation from numerous preservation and conservation based organizations and commissions including the Nantucket Historic District Commission, the Nantucket Preservation Commission, the Coastal Resilience Advisory Commission, the Conservation Commission, Nantucket Preservation Trust, ACKlimate and the Town of Nantucket agency staff, there was a significant amount of local preservation knowledge and a diversity in disciplines evident with the attendees.

With its well-established framework for preservation in place, (*i.e.,* the Special Act legislation pre-dating the National Historic Preservation Act and *Building with Nantucket in Mind*, the island-wide design guidelines) there is a strong ethic for preserving the historic character, architectural heritage and natural landscape of this National Historic Landmark island. That said, the increasing pressure of development in an overheated real estate market coupled with the long-term reality of climate change impacts (coastal erosion and sea level rise) has created significant challenges for balancing the preservation of historic places with the increase in new housing and the prioritization of land conservation.

Thus, this CAMP focused on those issues of greatest concern to the combined preservation and conservation commission members represented at this training. The training was led by experienced CAMP trainers with backgrounds in preservation law, local and state government, planning, and property development. Will Cook addressed Legal Basics and the Ethics and Role of Preservation Commissions; Friederike Mttner spoke to the Secretary of the Interior's Standards and Guidelines for Design Review and conducted a Design Review Exercise, and Lisa Craig shared best practices in Preservation Planning, Resiliency and Community Outreach.

Additionally, Christopher Skelly, Director of Local Government Programs with the Massachusetts Historical Commission provided background on the critical context for the establishment of historic preservation law in Massachusetts, how Nantucket fits into that context and why status as a Certified Local Government is of value to the community's long-term preservation and resilience planning.

Lastly, a Strengths, Weaknesses, Opportunities and Threats assessment was completed allowing the participants to identify the existing Town of Nantucket preservation program strengths and challenges as well as the greater opportunities and threats posed to preservation on the island, in general. It is from this SWOT assessment as well as the issues discussed and concerns addressed by participants during the two half-days of training that this report relies on for follow-on recommendations to Nantucket's preservation commissions and organizations. A recap of the SWOT information is provided below, followed by recommendations for the Town of Nantucket and its preservation advocates to jointly pursue.

STRENGTHS

- Nantucket has a wealth of historic resources.
- There are many strong preservation organizations on the island.
- Commissions understanding of NHLs character-defining features.
- Strong and well-established legislation (Special Act) and design guidance (Building with Nantucket in Mind).
- Knowledgeable and professional preservation staff qualified under the Secretary of the Interior's professional qualifications.
- Dedicated commissioners who are personable, experienced and committed to preserving Nantucket's historic places.
- Electeds tend to work toward consensus.
- Commitment of interested parties.

WEAKNESSES

- Transparency of application flow and staff / commission responsibilities.
- Booming and expensive real estate market.
- Non-island architects and realtors.
- A high volume of applications is overwhelming staff and HDC.
- A lack of coordination & communication between HDC / NHC & neighborhood advisory boards.
- A lack of regular training and representation of commissioners at workshops and trainings.
- Too much volunteer time is being required of commissioners.
- A lack of understanding by the community of the value of historic preservation.
- Potential for arbitrary outcomes on appeal and increased litigation risk to the Town of Nantucket by allowing appeals to the Select Board without any required standards for appellate review or deference to the expertise of the HDC on issues of fact and the local historic preservation ordinance.

OPPORTUNITIES

- Update design guidelines.
- Outreach at unconventional places.
- Securing resources from the Town to establish an education and enforcement program.
- Making the economic case for historic preservation (ie sustainability, jobs, tax revenues, and tourism).
- Lots of preservation-related partners to work with on island.
- Developing a preservation plan and community engagement process.
- Preservation should be reorganized as an integral part of Town management and planning.
- There are engaged and supportive partners such as PIN, NPT and ACKlimate.
- There are Federal, state and local funding sources available.
- Development of a preservation plan.
- Needed update of historic district surveys (to include significant public interiors).
- A better understanding for and appreciation of our recent past resources.
- Explore desirability for designating historic interiors if subject to public view as contemplated by the local preservation ordinance.

THREATS

- The exploding real estate market.
- Climate change and weather-related impacts causing erosion and sea level rise.
- Undersurveyed resources of the post 1960's.
- Poorly planned, over-development.
- Uninformed, indifferent property owners, builders, designers and realtors.
- Inadequate number of preservation staff.
- HDC review process is less accessible to non-design professionals.
- Disenfranchised community members.

- Preservation is seen as an impediment vs. a driving force and HDC is viewed as adversarial.
- Funds flow to the land bank, yet there is no mechanism set up to fund preservation.

Recommendations

1. **Become a Certified Local Government.** CLG status provides technical assistance and access to additional funding that will assist with developing a stronger and more comprehensive preservation program for Nantucket.
2. **Launch a preservation plan process.** This is about more than having the island's first preservation plan. This is about building a network of engaged community members interested in shaping the future of preservation on Nantucket. This is an opportunity to include those identified as disenfranchised, uninformed, and indifferent to preservation.
3. **Resurvey.** Like many communities, Nantucket needs to update its survey of historic resources. This can be completed at a neighborhood level using residents as volunteers and resources from the state or local organizations conducted in partnership with NPT.
4. **Improve HDC's efficiency to reduce delay and increase public support.** Explore ways to delegate discretion to staff to approve or deny minor architectural changes to reduce workload for regular HDC meetings. Explore new funding to hire additional staff to assist with review or contractual consultants.
5. **Develop a Preservation Education and Enforcement program.** This is the carrot and stick approach to preservation, providing information on the benefits of preservation while at the same time demonstrating the importance of holding all property owners accountable to the Town's preservation laws and regulations. This must be done jointly between the HDC/NHC/Advisory Commissions and local preservation partners such as NPT.
6. **Complete a Preservation Economics Benefit Assessment**. This is a critical tool in the efforts of the Town and its preservation partners to make the case for why preservation builds long-term value for the community's assets.
7. **Consider amending the Special Act legislation.** This should be considered only where necessary structural changes to the law must be put in place to allow for a more effective, efficient and enforceable preservation program in Nantucket. This should not be entered into lightly as this could open up the law for changes that might not be beneficial to preservation in the long-term.
8. **Offer training opportunities and funding support to Commissions**. Ensure commissioners and staff are informed about preservation training opportunities online and in-person at the state and national levels. This can include workshops, conferences, webinars and other formats through historic preservation organizations, the American Planning Association, the

American Institute of Architects and other organizations providing training specifically for those working with historic resources.

9. T**ake advantage of your NAPC membership**. Whether it includes regularly accessing the NAPC list serv, reviewing past and current copies of The Alliance Review, attending the 2021 NAPC FORUM in Cincinnati or continuing with an annual CAMP training, this is a targeted source for information and best practices that is invaluable to historic preservation commissioners, their staff, and their advocates.

Please let us know if you have any questions regarding our comments. The "M" in CAMP is for mentoring so NAPC's role continues even after the training is over.

HDC-OFC – Best Practice Recommendations (as adopted 11/17/22)

1) **Establish protocols for "Digital Review of Applications" (using tablets & projector at Meetings)**:
   a) *Initiative:* Go full-digital for more effective use of time. Use tablets and projector to: reduce significant staff and Commissioner paper-shuffling; provides independent, quick access to drawings and information during meetings, provide zoom-capability, also creates a quieter process (with respect to paper rustling and member-to-member discussion re. clarifications).
   b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Secure tablets (already ordered). And, all application materials submitted i) digitally via email, ii) timely, iii) with pages presented right-side up, iv) with drawings and imagery compiled legibly into PDF-format; application materials submitted v) per our established deadline schedule, vi) submissions loaded to the HDC agenda view-packet, per normal, and new step vi) digital files verified as accessible (e.g., 146 Main, 2 Stone Alley). Projector to be used as back-up at meeting (for Commissioners) and for so long as Zoom-meetings continue, for applicants and abutter monitoring.
   c) *Action Item(s):* Deliberate, offer modifications if any; vote these requirements ().

2) **Establish protocols for "Conduct of Application Hearings":**
   a) *Initiative*: For effective proceedings and responsive duty to applicants and the community, the HDC requires reasonable control over its application hearings.
   b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Adopt the following "Conduct of Application Hearings" protocol, to be linked to our web page and followed at each meeting:

Conduct of Application Hearings: The HDC role is to review and deliberate on the appropriateness of structures and architectural elements (consist with its mission under its Act, its guidelines including Building with Nantucket in Mind, and its established policies). With respect to consistently functional meetings: i) the HDC functions under Robert's Rules and all meeting participants are expected to act accordingly, and ii) applicants and their agents are expected to provide application materials timely (to allow Commissioner preview, and for abutter and public viewing). In addition, the following protocols shall be observed:

1) The Chairperson opens the application hearing and announces the sitting board.
2) Subject to a time allotment (2 minutes for applicant and their agent, 1 minute per for 1st three abutters randomly selected; thereafter, 30 seconds per):
   a) Applicant or agent provides a description of matters in front of the Commission.
   b) The Commissioners, through the Chair, may ask questions to solidify their understanding of matters at hand.
   c) Commission receives staff comments.
   d) Abutters and public may then speak for or against the matters at hand.
   e) The applicant or agent is allowed a rebuttal.
3) The Commissioners deliberate on the merits only. Note: Except for questions arising of the Commission's deliberations, no further applicant, agent nor public comments are received by the Commission.
4) Through the Chair, Commission makes its determination; where applicable, its decision is recorded on the application (including as fitting, through use of an Exhibit).
5) In each of the foregoing, comments of Commissioners, applicants, agents, abutters, and the public, are reserved to the *merits of the design with respect to appropriateness*. And, unless as a Point of Information through the Chair, no comments (Commissioner, applicant, agent, abutters, or public) are to involve policy or procedure—under Robert's Rules, such matters are properly addressed as separate, noticed agenda items. **Throughout each hearing, both off-topic redundant comments are strongly discouraged.**

c) *Action Item(s):* i) Deliberate, offer modifications if any; ii) vote the protocol, iii) print and post the protocol, iv) bring copies of the protocol to meetings for reference until it becomes integrated as standard practice. A copy of this protocol shall, as a separate page, be attached to each printed and web-posted HDC agenda.

3) Establish protocols to "Responsibly Advance Consent Items":

a) *Initiative*: Applications which are "Consentable" currently languish in the queue due to a lack of timely review, these applications also take up unnecessary time at meetings; process steps include as we know: setting up then opening the hearing, listening to introductions, then determining that in fact the application is consentable; each such application takes on average 10 minutes on the clock, which in person-hours, including both Commissioners and staff, equates to a minimum one-and-a-half hours. Instead, Commissioner review of queue to determine consentables effectively eliminates this circumstance providing too, more effective, and timely review of other applications while ensuring appropriate oversight. There are however benefits to staff involvement. This initiative includes a "staff apprenticeship component" … an interactive, Commissioner-directed mini-review session (a teaching while determining approach). Note: An onboarding process is required of any staff to quickly become accustomed to, and proficient in, determining factors which constitute a consentable application. In large, "consentable" is more an art than a science; certainly, some are straightforward, but some are not and wrong decisions due to lack of understanding the art can create significant issues. The "art of it" involves not only HDC guidelines and policies, but also specifics, including but not limited to: application-vs.-application circumstances, institutional knowledge, matters of location and proximities, etc. Take for instance a retaining wall—there are widely different, specific circumstances that make one instance consentable and the other a pox (which leaves the community wondering "What the hell were they thinking?"). The same applies to "a shed." Certainly, there are many consentable retaining walls and sheds; an apprenticeship program i) addresses how staff identifies relevant specifics, ii) providing necessary tools for their independently processing consentables (with confidence and correctly).

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Commissioners' review incoming applications for an hour or so, on a rotating basis, in a Zoom environment or in person, with staff. As the Commissioner progresses through review of an application, they share with staff a brief explanation of relevant specifics; an approach akin to a design charette is perhaps most helpful if time allows, but bullet-point approach works too. Under current application load, each Commissioners contribution of an additional hour or so on a rotating basis is once every two months—i.e., 7 members, so once every two months give-or-take. *Any item placed on Consent shall bear the name of the person having elected such consent.*

c) *Action Item(s)*: Deliberate, offer modifications if any; vote these requirements, and in relation, respectfully request necessary administrative assistance of PLUS, ii) as may be required, scope implementation and related matters (resources, timeline to implement, etc.).

4) Establish rule to eliminate "Material Non-responsiveness by an Applicant/Agent":

a) *Initiative*: A tremendous amount of time and good-will are expended reviewing application revisions. For every minute a requested revision is required to be reviewed, another minute is taken from other applicants. A reasonable amount of revision review is to expected. Where on a repeated basis, requested and material revisions are not made, the result (wittingly or not) is an abuse of process that is unfair to other applicants, and abutters; it is also disrespectful to the Commission. The cure is to curb such activity.

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b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Commission adopt the following rule, named here for convenience as the "Three-and-out Rule": After an initial hearing, applicants, through their agents or themselves, who submit revisions without materially responsive changes in keeping with Commissioners consensus request, will, upon discretion and vote of the Commission, have their application denied. Any such application will be "Denied due to lack of responsiveness to the Commissions' requests."

c) *Action Item(s)*: Deliberate, offer informed modifications if any, vote rule; post rule (in Legal Notice form) at the PLUS Building, Town Building, and with the Inquirer & Mirror; and, compose and post to HDC web page a compilation of rules.

5) Revisit protocols for "Incomplete Applications":

a) *Initiative:* Commission hearing incomplete applications is wasteful and time consuming, often resulting in additional wasteful time when the same application is extended into a follow-up meeting; this waste of time includes staff time, and time of other applicants and the public. Instead, staff shall redirect applicants, requiring submission of materially complete applications for an application to be accepted and processed for a hearing; such redirection creates and perpetuates more effective use of staff and Commissioner time and a fair and even playing field for other applicants, and reasonable review by abutters.

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Applications are reviewed by staff for material completeness prior to acceptance by HDC; this, using existing checklists; materially incomplete applications are not accepted; staff shall redirect applicants, requiring submission of materially complete applications for an application to be accepted and processed for a hearing.

c) *Action Item(s):* Deliberate, offer modifications if any; vote these requirements, and in relation, respectfully request necessary administrative assistance of PLUS, ii) as may be required, scope implementation and related matters (resources, timeline to implement, etc.) w/PLUS.

6) Revisit rule addressing "Waiting Period after Denial":

a) *Initiative.* Eliminate wasteful, painful, unproductive review time spent rehearing previously denied applications; and, to create prophylactic, non-punitive effect on similar behavior, initiate a rule requiring a waiting period after denial.

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Commission adopt a rule to establish a two (2) year waiting period to re-hear an application that is substantially the same or like the application previously denied, which waiting period shall automatically become effective upon a unanimous vote for denial of an application.

c) *Action Item(s):* Deliberate, offer informed modifications if any, vote rule; post rule (in Legal Notice form) at the PLUS Building, Town Building, and with the Inquirer & Mirror; and, compose and post to HDC web page a compilation of rules.

7) Revisit protocol for timely submission of "Supplemental Application Materials":

a) *Initiative.* Eliminate meeting delays, tendency for incoherent reviews, and processing burden on staff, which arise when material, supplemental information is provided "at the table."

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS:*** Supplemental application material shall be submitted to staff, in hard copy and digitally, not later than one week before the applications next anticipated hearing date; late submissions will not be accepted. In the event of late submission, hearing will proceed without the supplemental materials, or applicant/its agent may elect to delay hearing of their application

HDC APPROVED

one week. Except due to extenuating circumstances, delays are one-time per application. Accommodation by exception shall be provided for additional images, limited-volume background information, and other quick-clean information that is not a design change.

c) *Action Item(s):* Deliberate, offer modifications if any; vote these requirements, and in relation, respectfully request necessary administrative assistance of PLUS, ii) as may be required, scope implementation and related matters (resources, timeline to implement, etc.) w/PLUS.

8) Establish rule for "Repeated Postponement of Hearings by Applicant/Agent":

a) *Initiative.* Applicants, directly or through their agents, repeatedly postponing hearings can an amount to an abuse of process. When deployed, or deployed by multiple applicants' agents, the course of other hearings is disrupted causing ripple-effect issues throughout the system (including with respect to needs of other applicants). A rule to prevent repeated postponements is both reasonable and beneficial. …The Commission deems the following a reasonable approach to postponements, including to provide notice to abutters (both opponents and proponents) and the public, including to allow generally sufficient advance notice for travel arrangements.

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS***: Commission adopts a rule to establish that: More than one hearing postponement by an applicant or their agent shall result in the application being moved to a later point in the queue, two calendar meetings from the date of the second postponement. In the event of a third or subsequent postponement, the application shall be moved to the then current bottom of the queue—i.e., last in line in the list of applications remaining to be heard, which list is appended to each agenda under the heading "Upcoming Matters". *Note*: Applicants or their agents that i) submit, two or more weeks before an application's likely hearing date, a request for postponement to the HDC ii) with that request acknowledged by the HDC, are iii) in that instance excluded from this rule. In instances of an acknowledged request for postponement, notice of such postponement shall be posted i) as a notation to the application ii) within the "Upcoming Matters" list, indicating "HOLD until ___/___/___"; the HOLD notation shall remain in place until the meeting at which the application was held initially scheduled to be held until.

c) *Action Item(s):* Deliberate, offer informed modifications if any, vote rule; post rule (in Legal Notice form) at the PLUS Building, Town Building, and with the Inquirer & Mirror; and, compose and post to HDC web page a compilation of rules.

9) Establish protocol for "Reflecting Material Grade-changes in Applications":

a) *Initiative:* When an application proposes a grade change of >2', accurate Grading Site Plan, Cross Section, and Retaining Wall Information are required as follow:

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS***:

i) Cross Section Elevation(s) to show existing in black line with notations in black, proposed in maroon, and of course the structure(s); cross section(s) shall be of areas i) of greatest proposed change and ii) of typical interest to HDC review; where grade change is within 5' of an abutting property, cross sections grade lines shall accurately project over the lot line(s) of the applicant's property (into the abutting lots) a minimum 10'.

ii) Grading Site Plan shall be 1' contour lines; all structures shall be shown; show existing in black line, proposed in maroon line and notation color; contour lines shall be of the entire property; where grade change is within 5' of an abutting property, contour lines shall accurately project over the lot line(s) of the applicant's property (into the abutting lot(s) a minimum 10'.

HDC APPROVED

iii) Accurate Retaining Wall Notations: Grade changes of >2' shall show existing and proposed retaining walls accurately, including their location and "Top of Wall (TOW)" and "Bottom of Wall (BOW)"; any existing retaining walls and notations shall be shown in black, proposed in burnt sienna.

c) *Action Item(s)*: Deliberate, offer modifications if any; vote these requirements, and in relation, respectfully request necessary administrative assistance of PLUS, ii) as may be required, scope implementation and related matters (resources, timeline to implement, etc.) w/PLUS.

10) Establish rule for "Flood Resistant portion of Approvals – Wet-proofing Type":

a) *Initiative*: Ensure structures are not constructed higher than the Design Flood Elevation required under 780 CMR.

b) ***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING REQUIREMENTS***: As a condition of review, applications that include Wet-Proofing Type Flood Protection shall include a i) Flood Elevation Certificate, a ii) licensed surveyor stamped certification to indicate "for [insert Property Address and Scope of Work] the maximum floor structure height is [insert Feet and Inches], which height is no higher than the minimum 780 CMR required Design Flood Elevation for the property based on [insert Flood Zone]; and iii) submission of the applicable Firmette. Such applications shall, as a matter of submitting a complete application, include all information required to be in conformance with the HDC's "Resilient Nantucket Guidelines".

c) *Action Items(s)*: Deliberate, offer informed modifications if any, vote rule; post rule (in Legal Notice form) at the PLUS Building, Town Building, and with the Inquirer & Mirror; and, compose and post to HDC web page a compilation of rules.

***11/17/22 HDC APPROVED BY UNANIMOUS VOTE THE FOLLOWING*:** With respect to each of the foregoing, the Commission may waive strict conformance subject i) to a public vote in favor, ii) which vote is consistent with the spirit and intent of the respective initiative.

HDC APPROVED

NANTUCKET HISTORICAL COMMISSION
Town of Nantucket
2 Fairgrounds Road
Nantucket, Massachusetts 02554

COMMISSIONERS
Angus MacLeod (Chair) Georgia U. Raysman (Vice Chair) David Silver (Secretary)
Clement Durkes, Abby De Molina, Thomas M. Montgomery, Milton Rowland

February 13, 2023

To: The Nantucket Select Board
Via email to: emooney@nantucket-ma.gov

Dear Members of the Nantucket Select Board:

Thank you for your continued consideration of Historic District Commission operations. I hope at your meeting this week you will take action and reappoint the remaining HDC Advisory Boards, with membership nominated by the HDC.

The HDC relies on its Advisory Boards to provide information about applications in Nantucket's various distinctive historic neighborhoods. The Advisory Boards are advisory only. The HDC has affirmed their need for these Boards.

While some boards are meeting in private as "groups" and offering citizen advice, it is incorrect to conclude that this is equivalent for the HDC or the public. The only way to give the public and the HDC the best service is to have the Advisory Boards be official public bodies, with members selected by the HDC, acting as advisors to the HDC.

The Town of Nantucket is a Certified Local Government for Historic Preservation, and the NHC, HDC, and Select Board are partners in ensuring Nantucket remains an example of best practice for protecting historic structures and their context. Select Board meeting minutes indicate discussion that the NHC might take on responsibility held by Advisory Boards. The NHC has discussed this and would like to formally communicate that we are not the correct body to advise the HDC on architectural review. The NHC is unanimous in our support of the HDC's request to have its Advisory Boards back as official public bodies.

Regardless of any overall review of the Historic District Commission operations, further refusal to honor the HDC's request to reappoint its Advisory Boards as public bodies is harmful to the Historic District.

Sincerely,

Angus MacLeod
Chair
Nantucket Historical Commission

Georgia Raysman
Vice Chair
Nantucket Historical Commission

February 13, 2023

To the Select Board

From Mickey Rowland, former chair of HSAB

Why does the HDC need the Historic Structures Advisory Board?

- Preserving the historic character of our downtown is a priority for all of us. Unlike the HDC, HSAB only reviews projects within the downtown area. This means that we are able to spend much more time researching and discussing in depth each application than the HDC has time for during their weekly meetings.
- Due to the varied first hand experiences of our group in local architectural design and the preservation field, we can provide important information to supplement what the HDC staff provides.
- Our recommendations are read at the beginning of each application providing the HDC with a list of concerns that we feel should be addressed. They then use that information as they see appropriate.
- The HDC has stated multiple times that our recommendations are helpful and have asked us to continue providing them.

Why make it officially part of the HDC structure?

- Bringing HSAB back under the town's authority allows us to publish our agenda and invite the applicant and neighbors to join the discussion. This isn't happening now because it is a private Zoom meeting without any way to invite each applicant.
- Having a dialogue with the applicant and neighbors helps us better understand the project, and it helps the applicant to understand our approach and how we use *BWNIM* to inform our recommendations.
- Our recommendations can then be posted on the HDC's website giving the applicant a head's-up on what the HDC will be hearing and thinking. In some cases the applicant may wish to revise their applications accordingly before the meeting saving considerable time for the HDC.

How much time will HDC staff need to spend on this?

- HSAB will create its own agenda as we are doing now, but the HDC staff will need to post it on their website. This shouldn't take more than a few minutes.
- After we have submitted our recommendations, staff will post them also – another few minutes.
- Done.

The HDC has asked HSAB to establish official policies for how we conduct our meetings, and we are submitting those to the HDC this week. We hope that after the HDC accepts these policies we can rejoin the public domain which will benefit all of us.

From:	Mary Bergman
To:	Erika Mooney; Jason M. Bridges
Cc:	Libby Gibson; Elizabeth Grubbs
Subject:	Letter to BOS 2/15
Date:	Monday, February 13, 2023 11:43:43 AM
Attachments:	image001.png

Hi Erika,

I hope you had a good weekend. I'm writing with a letter to the Select Board from the 'Sconset Trust and Nantucket Preservation Trust that I hope you might be able to include in this week's packet.

Thank you,
Mary

Dear Chair Bridges,

We are writing once again to express our concern about the need to re-instate the Nantucket Historic District Commission (HDC)'s Advisory Committees. The Historic Structures Advisory Board, 'Sconset Advisory Board, Madaket Advisory Board, and Tuckernuck Advisory Board all play important roles in supporting the work of the HDC.

The advisory committees provide specialized, localized expertise that helps the HDC in their review of applications and frequently provide supplementary historical information to the HDC. Only the HDC is empowered to approve or deny an application, and these committees act strictly in an advisory manner.

We are also writing in support of HDC Chair Ray Pohl's recent letter to the Select Board (included in the agenda packet for the 2/15/23 meeting) which proposes the Select Board ratify the HDC's nominations to the various advisory boards. The HDC commissioners understand best the knowledge and skills required for the advisory boards to work successfully and compliment the work of the HDC.

Thank you for your attention to this matter.
Sincerely,

Mary Bergman, Executive Director
Betsy Grubbs, Executive Director
Nantucket Preservation Trust
'Sconset Trust

Mary Bergman
Executive Director

NANTUCKET PRESERVATION TRUST

11 Centre Street
PO Box 158
Nantucket, MA 02554
508.228.1387
mbergman@nantucketpreservation.org
Become a MEMBER and support our work!



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From: Mick Rowland
To: Erika Mooney
Subject: HDC Advisory Board discussion
Date: Monday, February 13, 2023 11:27:32 AM
Attachments: HSAB letter to SelectBoard.docx

Hi Erika
Could you please include this letter in the SelectBoard packet for this week and distribute it to the SelectBoard?
Thank you very much
Best
Mickey

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Historic Structures Advisory Board – Policies and Procedures

From HDC Minutes of February 2, 2023:
Subject to Andrew's consent, professional staff (Holly, Esmeralda, and Billy) meet with HSAG Chair, and separately SAC Chair, to work through differing assessments (represented at past SB meetings) to resolve operational details for each group, their result taking the form of a brief document. Document to include the: "Who, Why, What, How, Where, and When" nature of the groups, and related matters; reasonably reflecting each party's concerns. Foregoing document to be forwarded to HDC for policy review, and potential modifications, and a vote, after which HDC moves the matter to SB (with a request they reconstitute the two groups subject to the measures within the document) under their charter powers (near term) and as otherwise required or determined beneficial (long term). As per previous HDC vote, HDC's request to SB to include a provision that the HDC selects successful candidates for SB ratification, or to this effect. • To come to a solution that or procedure that will allow to develop a kind of a common perspective to be presented to the Select Board. • Suggesting that Historic Structure Advisory Group, Sign Advisory Council, and professional staff with support of the Director of Planning, to try to develop the who, what, where, when, and why. To accomplish who's involved, what are they accomplishing, when are they doing it, why are they doing it.

Who:

- 5 members (plus an alternate?)
- Desired experience for candidates:
    - Professional experience in the exterior architectural design field
    - Professional experience in a preservation related organization
    - Academic studies in historic architecture and/or preservation
    - Personal experience and an avid interest in the preservation of multiple historic buildings
    - All candidates should have a strong understanding of Nantucket's architectural history and traditions

Why and What:

- To provide the HDC with a detailed opinion regarding the appropriateness of applications submitted for properties within the HSAB map of jurisdiction or immediately neighboring properties that might affect the character of the area within the map. Also to include isolated historic structures anywhere else on the island.
- Discussion during the meeting will be focused on all matters within the HDC's jurisdiction and purview.
- Discussions will center on whether or not the proposed changes meet the guidelines established in *BWNIM* and other common HDC concerns.

How, Where, and When:

- Meetings are held once a week prior to the regularly scheduled Tuesday HDC meeting.
- Meetings are held on Zoom.
- Meeting agendas will be posted on the appropriate town website inviting the public to join.

- HSAB recommendations will be posted on the same website giving the public access to review prior to the HDC meeting. Due to unavoidably tight scheduling, this may be posted on the day of the HDC meeting.
- Robert's Rules will be followed.
- Members will elect a chair and vice-chair
- Members will delegate responsibilities for:
    - Coordinating with town admin for access to the town Zoom account
    - Creating a specific agenda for the weekly meeting
    - taking minutes during the meeting
    - submitting the final list of recommendations to the HDC staff
    - which member will represent the advisory board at the next HDC meeting

Other:

- HDC staff may be asked to briefly attend the Zoom meeting on the rare event that relevant information regarding past HDC applications will benefit the discussion.
- HDC staff will be asked to read HSAB recommendations during the HDC meetings only if an HSAB representative is not present at the meeting.

<u>Related HDC Staff responsibilities:</u>

- Posting the agenda once per week. This will be the same stock agenda every week. The public will be instructed to review the actual HDC agenda for the week to see which applications HSAB will be discussing at each meeting.
- Posting the HSAB recommendations (usually Tuesday morning) on the HSAB website.
- On the rare occasion that an HSAB member is not present at the weekly HDC meeting, a staff member will need to read HSAB's recommendations.
- On the rare occasion that HSAB sees a benefit in asking staff to briefly attend a specific application review, a staff member will attend if available.

From:	Town Manager
To:	Brooke Mohr; Dawn Hill Holdgate; Jason M. Bridges; Malcolm MacNab; Matt Fee
Cc:	Holly Backus; Andrew Vorce; Erika Mooney
Subject:	FW: Nantucket advisory boards
Date:	Wednesday, February 15, 2023 9:56:22 AM

FYI

Town Administration Staff
On behalf of Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554
508-228-7255

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From: Christine Sanford <ccsanford48@gmail.com>
Sent: Wednesday, February 15, 2023 7:56 AM
To: Town Manager <townmanager@nantucket-ma.gov>; jbridges-@ma.gov; Hillary Hedges Rayport <hrayport@mac.com>
Subject: Nantucket advisory boards

At the Select Board meeting tonight ,Wednesday 2/15/23, please appoint the volunteer HDC Advisory Boards with members nominated by the HDC .
The HDC needs the support of these groups of volunteers who are helping to protect the island's historic buildings.

Thank you ,
Christine Sanford
3 Mill Street
Nantucket , MA 02554

From: Town Manager
To: Libby Gibson
Cc: Erika Mooney
Subject: FW: Advisory Councils
Date: Wednesday, February 15, 2023 8:56:19 AM

Katie Cabral
Town Administration
Town of Nantucket
508.228.7255

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-----Original Message-----
From: Catherine ward <catherinersward@hotmail.com>
Sent: Wednesday, February 15, 2023 8:25 AM
To: Town Manager <townmanager@nantucket-ma.gov>; Florencia Rullo <frullo@nantucket-ma.gov>
Subject: Advisory Councils

Good morning Libby and Jason, I am traveling and won't be able to attend the meeting tonight to hear the discussion on the reinstatement of advisory councils. This is a great way for citizens to be involved with helping the town, trying to preserve the town as we know it, which has made it a very special place. I hope you will listen to the discussion tonight with open ears and open minds about reinstating the advisory councils that support the different areas of interest on this island. Thank you.
Cathy Ward
4a Silver Street
Nantucket, Ma
Sent from my iPad

This email was scanned by Bitdefender

From:	Town Manager
To:	Brooke Mohr; Dawn Hill Holdgate; Jason M. Bridges; Malcolm MacNab; Matt Fee
Cc:	Holly Backus; Andrew Vorce; Erika Mooney
Subject:	FW: HDC Advisory Committees
Date:	Wednesday, February 15, 2023 1:01:19 PM

Town Administration Staff
On behalf of Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554
508-228-7255

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From: Anthony Vale <achvale@gmail.com>
Sent: Wednesday, February 15, 2023 12:56 PM
To: Town Manager <townmanager@nantucket-ma.gov>; Florencia Rullo <frullo@nantucket-ma.gov>
Subject: HDC Advisory Committees

Good afternoon: I write in support of HDC advisory committees, which I understand the Town Manager cancelled or abolished last year.

My wife and I have owned a house in Nantucket for over twenty years, and hence have a significant stake in the Island. I served for ten years on an advisory board relating to planning applications in my Township in Pennsylvania. I also sit on our local zoning board.

I urge the Town to reinstate the advisory boards as soon as possible. It is clear to me from the opinion of Paul Kominers that there is adequate statutory authority for such boards.

It is significant that a member of an advisory board need not be a registered voter on the Island -- hence wider participation in the important decisions regarding building, planning and historic preservation is possible through advisory boards. I believe many local governments use advisory boards for planning and many other important roles.

Thank you.

Anthony Vale
610-202-2951
508-257-4135

From:	Stephen Welch
To:	Erika Mooney
Cc:	Andrew Vorce; Libby Gibson; Holly Backus; Ray Pohl
Subject:	Fwd: HDC Request - Scope of Services for HDC Ops Review (for SB review and consent)
Date:	Friday, March 10, 2023 1:31:37 PM
Attachments:	HDC adoption_Scope of Services for HDC Ops Review_03-09-23.pdf

Good Afternoon Erika,
Please see attached, which I am forwarding on behalf the HDC Commissioners per their unanimous vote.
The attachment pertains to:

- A Select Board initiated draft concept, for an HDC operations assessment; and,
- the HDC's motion to implement that concept (as proposed within the attachment).

...please include the attachment in the Select Board packet for their March 15th meeting.
The Commissioners appreciate the efforts of the Select Board and Town Manager to-date and going forward:

- Their draft precipitated Commission focus, resulting in meaningful discussions amongst the Commission; and,
- the Commission's discussions culminated in necessary self-assessment, identifying elemental needs to be passed on to a consultant (under an RFP) for more granular assessment and recommendations. The foregoing is captured within the attachment.

The Commission respectfully requests the attachment be adopted by the Select Board, to be included as the basis of any Request for Proposal for service to review HDC operations.
Best regards,
HDC Organizational Focus Committee
Stephen Welch, Chair

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HDC Adoption: Scope of Services for HDC Operations Review (as revised 03/09/23)

Background & Commentary:

HDC Commissioners met February 23, 2023 and March 9, 2023, to review, revise and finalize a scope of services pertaining to assessment of HDC operations. The HDC's intention was to have the product of these meetings forwarded to the Select Board.

At these meetings:

1) Commissioners identified certain "Areas of Concern" (included within the below text); and,
2) By unanimous consent of Commissioners, the Commission adopted a multi-part-motion that an HDC operations review be conducted:
   a) Subject to the goals, objectives, and targeted-outcomes, stated below within this document under **Scope of Services for HDC Operations Review (Mtg. of March 9th, 2023)**."
   b) Subject to incorporation of the entirety of the "*Areas of Concern"* also stated below within this document; and,
   c) Subject to the bid selection committee including an HDC member, selected by the HDC, who shall serve in equal capacity in all aspects of the Request for Proposal and any matters arising in relation.

   Note: HDC support presumes the consultant shall have appropriate credentials assessing and making recommendations upon municipal commissions whose missions are parallel the HDC's.

Areas of Concern:

1) The complexity, contentiousness, and number of recent applications has created two backlogs: One having to do with length of time to hear applications; this backlog has brought into focus a second backlog, which is operational self-assessment and subsequent course corrections.
2) As a regulatory authority, understanding and ownership of its powers to contribute under the HDC's establishing Act (and concomitant responsibilities) are missing from the process in various degrees. This, due in parts to awareness, acceptance, and will. More specifically:
3) Powers to Contribute, as stewards. While some of these powers are well-established, they are not fully tuned (e.g., commissioners' understanding of the extent to which the HDC can, through objective standards, plan and shape our built environment to preserve -or create- a sense of character and setting, while positively guiding development). An understanding and ownership of the power to establish, foster, and maintain, functional practices (guidelines, practices, regulations, and standards) and effects in operations, to consistently provide applicants a principle and merit-based review process revolving around clear expectations, is missing; this includes a better sense of exercising judicious denials. Mastery of these and like matters results in positive outcomes for everyone.
4) Responsibilities include: To strive for better-than-conversant familiarity with HDC guidelines, regulations, standards, and references, in order to address applicants with declarative statements focused on, and consistent with, HDC guidelines, regulations, and standards. Along a different line, appropriate preparation prior to a meeting is lacking, including commissioner preparation and complete and properly presented applications; the result is a waste of multiple person-minutes per effected application, adding up to considerable minutes per meeting. Along yet another line, steps and focus are required to be put into place for the Commission to regularly practice and promote appropriate behavior (including to follow Robert's Rules, the TON Committee Handbook, and the

TON Code of Conduct for boards, commissions, and committees). Note: Exercising such responsibility, including preparation prior to meetings, sets a standard that translates into an expectation for other Commissioners, Staff*, applicants, applicants' agents, abutters, and general public to follow; when regularly practiced, a functional regulatory environment becomes established—this is not a novel concept, it is simply out-of-mind under pressure of seemingly endless application reviews and work to change direction is inevitably pushed off. Time is nigh.

Supplemental Observation: An HDC Training & Reference Manual, developed as used as co-bible to BWNIM, would clarify expectations and procedures, establishing a common understanding amongst and between Commissioners, Staff, applicants, applicant agents, abutters, and the general public—knowing where the goal posts are, and the rules to get to them through a transparent process, serves everyone. Such a manual, comprised of multiple expert opinions will help address current areas of concern while preempting recurrences; a single person cannot be relied upon to effectively accomplish this task.

Scope of Services for HDC Operations Review (as revised 03/09/23)

By unanimous consent of Commissioners as voted March 9th, the Commission adopted the concept of a review subject to certain conditions (stated above) and the following goals, objectives, and targeted-outcomes:

1) To review Commissioner and Staff operations, and their interactions with applicants, applicant agents, abutters, and the general public, to provide operations-related assessments and recommendations, including:

   a) To confirm or help ensure observance of the Town of Nantucket Committee Handbook and Code of Conduct, the Open Meeting Law, the Conflict-of-Interest Law, and State Ethics Commission Guidelines;

   b) to help ensure hearings are appropriately managed (following Robert's Rules of Order), with Commissioner concerns reserved to agenda items targeting the appropriateness of proposals (i.e., measured against HDC-established guidelines, practices, regulations, and standards); this, to address the length of time it takes to hear applications, making meetings reasonably more efficient.

   c) to help ensure application processing is effective and efficient (from initial submission through issuance of a Certificate of Appropriateness) including regular submission of properly prepared applications, and appropriate Staff resources.

   d) to support development of tools from which the HDC may benefit:

      i) to help limit time-drag processing an ever-increasing level of contentious applications; examples include the obvious (e.g., meeting management), but educational effort (the Commission, through the CLG or otherwise, may initiate or support thru authorized parties, to (1) facilitate and maximize understanding of the inherent value of preserving historic homes, to (2) inform the public of the HDC purview with respect to pools and 41-81L subdivision development).

      ii) in relation, to enhance the Commission's maturity and ability appropriately addressing inappropriate applications, and to compel adherence to its guidelines, rules, and regulations (in a focused and timely manner), and to help the current and future Commissions establish clear understanding and ownership of its powers to contribute and its concomitant

responsibilities, under the HDC's establishing Act ("The Act").

2) *Review Staff operations on behalf the Commission (in addition to assessments and recommendations addressed in the above):*

   a) Are Staff resources sufficient to meet day-to-day needs (to assess appropriately complete application submissions, and otherwise) and to assist the HDC with planning or other initiatives within its purview?

   b) Are Staff recommendations provided and considered? Do Staff have the necessary qualifications to provide recommendations? If so, is there sufficient capacity amongst Staff's other work priorities?

   c) Are minutes and agenda items processed in a timely manner?

   d) Are Staff training/educational opportunities available? Are they utilized?

3) *Other Important Items:*

   a) What added value do the HDC Advisory Committees provide in their current form, or as previously composed? If any modifications or changes are beneficial (with respect to their operations and composition), what are they?

   b) Are HDC fees commensurate with Staff time? Can fees and/or fines be directed back to HDC to fund betterment of HDC functions (including Staff)?

   c) Assess quantity and type of applications and application outcomes recorded to date within the TON's EnerGov application processing system, to determine whether any type or timing of submission trends (or significant changes in the same) exist.

   d) Scope action(s) required to establish appropriate procedures, standards, and if necessary, regulations, without altering The Act:

      i) To provide that qualified Staff may advance routine applications outside the OHD's (such as fences, door color changes, window replacements, and other non-substantive items), subject to current Consent procedures.

      ii) to bring processing of "Like Kind Applications" into the regulatory scheme, perhaps under a Consent procedure.

      iii) To strengthen the HDC's ability to compel performance (as a matter of enforcement) when unapproved work is occurring or found at time of inspection(s) after such work is complete; foregoing to include but not be limited to inspection and fining strategies and tools.

      Note: Subject to provisions of The Act and noticing requirements of the Town Charter, HDC may of its own volition promulgate regulations consistent with The Act.

   e) Are Commissioner training/educational opportunities available? Are they utilized?

4) *HDC agrees further, to complete this review only the following are to be* interview*ed:*

   a) Current Commissioners and a random sample of past Commissioners;

   b) current Staff and a random sample of past Staff;

   c) a random selection of applicants and agents (who make applications on a regular basis);

* = Staff, where capitalized is meant to denote PLUS personnel providing oversight or actual f services to the HDC.

From:	Holly Backus
To:	Erika Mooney; Libby Gibson
Subject:	RE: HDC Advisory Boards
Date:	Monday, March 13, 2023 8:36:41 AM
Attachments:	Advisory Board with Ch 124.docx image001.png

Good Morning Erika,

No, I was remiss in doing that. I'm sorry.
I did, however, incorporate HSAG's info into the draft Ch 124 (for a long term solution, as it is difficult to see how a short-term solution would work – legally.)
The first draft was sent to John Giorgio, but this was not.
I did provide this draft to the HDC on Friday for future comments.

Holly E. Backus
Preservation Planner**
Local CLG Coordinator
Local Hazard Mitigation Plan Coordinator
Town of Nantucket
hbackus@nantucket-ma.gov

**Staff liaison to the Nantucket Historic District Commission (HDC)
& Nantucket Historical Commission (NHC)**

From: Erika Mooney <EMooney@nantucket-ma.gov>
Sent: Friday, March 10, 2023 6:42 PM
To: Holly Backus <hbackus@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>
Subject: RE: HDC Advisory Boards

Holly, did you ever send me your comments on this?

Erika

Erika D. Mooney
Operations Administrator
Town of Nantucket
16 Broad Street, Room 113
Nantucket, MA 02554
508-228-7266

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immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Holly Backus <hbackus@nantucket-ma.gov>
Sent: Monday, March 6, 2023 8:39 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Cc: Erika Mooney <EMooney@nantucket-ma.gov>
Subject: RE: HDC Advisory Boards

Good Morning,

Mickey created this after HDC's "Organizational Focus Committee meeting" on 2/23. He did send it to me for review the following week.
I've briefly looked at it, but will do more so this week to see how it can be combined with the draft Ch. 124 (which I have sent to John Giorgio, per Andrew's request.)
I will be providing comments on this to the HDC's next "OFC" meeting on March 9th. (This is when they will be voting on their comments on the draft scope.)

I would like to provide that with my comments to it (along with their recommendation)for the SB packet to Erika by Friday 3/10.
Thanks,

Holly E. Backus
Preservation Planner**
Local CLG Coordinator
Local Hazard Mitigation Plan Coordinator
Town of Nantucket
hbackus@nantucket-ma.gov

**Staff liaison to the Nantucket Historic District Commission (HDC)
& Nantucket Historical Commission (NHC)**

From: Libby Gibson <LGibson@nantucket-ma.gov>
Sent: Sunday, March 5, 2023 10:14 AM
To: Holly Backus <hbackus@nantucket-ma.gov>
Cc: Erika Mooney <EMooney@nantucket-ma.gov>
Subject: FW: HDC Advisory Boards

Any comments on this? Should it go in the Board's 3/15 agenda packet?

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

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From: Mick Rowland <mickrow@comcast.net>
Sent: Wednesday, February 22, 2023 10:57 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: HDC Advisory Boards

Hi Libby
I did this specifically for HSAB, but it could be used as a template for the others if that is desired.
Let me know if you have any questions, and feel free to share this with the Select Board members.
Thanks very much
Mickey

This email was scanned by Bitdefender

Article VI
HDC Advisory Boards

Section 124-14 Procedures for the Establishment and Operation of HDC Advisory Boards

1. Authorization

   Pursuant to Chapter A301; Special Act A301-4 Historic District Commission, as amended, and Chapter 340 Signs, as codified 3-15-2022, and Section 3.5(C) of the Town Charter.

   HDC Advisory Committees to the Historic District Commission (HDC) may be appropriate in some cases, and citizen groups and Town Administration, may wish to make recommendations to the HDC on the appointment of the advisory committee members. These members will be appointed by the Select Board under the Town Charter, with HDC membership input weighed heavily.

2. Purpose

   a. To assist and advise the HDC in the review of applications within specific Advisory Board areas; Signs, Old Historic District of Downtown Nantucket, Old Historic District of Siasconset, Madaket, and Tuckernuck Island.

   b. To serve as the liaison, along with professional staff, between the local historic district residents and the HDC;

   c. To act as the "educational arm" of the HDC within the local historic district and provide a detailed opinion regarding the appropriateness of applications that might affect the character and setting of areas. Reviews will be based upon the guidelines established in "Building with Nantucket in Mind," and other common HDC concerns; and,

   d. To provide a valuable public service to the Town and follow the *Town of Nantucket Committee Handbook,* as adopted September 23, 2009, and last updated February 23, 2022.

3. Membership

   a. Number: Advisory Boards will consist of five (5) full-time members, the majority of whom will be residents of the area they represent, and two alternates. Representatives of organizations concerned with the protection of the historic district may be appointed.

   b. Terms: The term of membership shall be a minimum of three (3) years. The original appointment will be one (1) member for one (1) year, two (2) members for two (2) years, and two (2) members for three (3) years. One member will serve as a Chairperson, appointed annually at the first Advisory Board meeting following Town Meeting. The Chairperson shall maintain a channel of communication with the HDC and staff.

DRAFT

4. Appointment Procedures: Appointments of members will be made by the Select Board with HDC membership input.

   Once appointed, all members must be sworn in by the Town Clerk prior to the member's first meeting and before the commencement of each term for re-appointed members.

   In addition, new Advisory Board members should attend an HDC meeting at the earliest possible date for orientation purposes. The HDC will schedule a special meeting with all Advisory Board members at least once a year. Vacancies on Advisory Boards should be filled within 30 days after they occur. In the case of expiration of terms, members may continue to serve until their successors are appointed.

5. Qualifications: Members, when possible, shall include professionals, active or inactive, in the fields of architecture, history, design, historic preservation, and landscape architecture.

   a. All members should have a strong understanding of Nantucket's architectural history and traditions.

6. Termination of Appointments: In keeping with the *Town of Nantucket Committee Handbook,* members are expected to attend all regular meetings of the Advisory Board.

7. Meetings: Advisory Boards will hold meetings as necessary, before the weekly HDC meeting. All meetings will be open to the public and held in a public place and/or virtually. All meetings must adhere to Massachusetts Open Meeting Law, the Code of the Town of Nantucket and follow "Roberts Rules of Order.". All meetings will be posted with an agenda and minutes kept of every meeting.

8. Responsibilities:
   Each Advisory Board shall, in its capacity as an advisory body to the HDC:

   a. Review applications of Certificate of Appropriateness (COA) within the respective Advisory Board area (Sign, HSAB, SAB, MAB, Tuckernuck) to determine what is appropriate. It is the responsibility of the Advisory Board to forward comments and recommendations to the HDC, through Town staff, in a timely manner.

   b. Encourage property owners/applicants to seek Advisory Board and/or HDC assistance through professional staff, early in the planning process, so that plans are compatible with the character and setting of the local historic district and the property in question.

   c. Educate residents of the role of the HDC and the COA processes; the HDC guidelines, "Building with Nantucket in Mind," "The Sign Book," appropriate materials; and local, state, and federal financial incentives for preservation, as relative to the Board.

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9. COA Application Review Process and the Advisory Boards:

    a. After an application is submitted to the HDC for a COA, staff will create the appropriate agenda for the Advisory Board to review the application for the proper board (ie: Sign, HSAB, SAB, MAB, Tuckernuck.)** However, it is up to the discretion of the HDC Chair to allow applications to be reviewed by the HDC without Advisory Board comments. It is also up to the consent of the HDC whether an application "held for revisions," is to go back to the respective Advisory Board for further review. This would be done by the HDC in their respective motion for revisions. Applications do not go back to Advisory Boards for review automatically.

    b. The Advisory Board will be responsible for submitting written comments to the HDC, through Town staff, in a timely manner following its meeting.

    c. Where new construction is concerned, the Advisory Board will be primarily concerned with building materials (including colors), scale and massing, in determining compatibility with "Building with Nantucket in Mind."

    d. The Advisory Board will be responsible for all minutes of each meeting and provide to Town staff in a timely manner following its meeting.

**each advisory area is to have a respective MAP of the subject area, approved by the HDC by a public hearing.

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From: Hillary Hedges Rayport
To: Erika Mooney
Subject: letter
Date: Monday, March 13, 2023 9:56:24 AM
Attachments: Resepect the Indepence of our HDC.docx

Good Morning Erika,

I wrote this letter to the editor which I would like to share with the Select Board.
Could you forward it? Thank you.

Hillary

_____

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

This email was scanned by Bitdefender

Respect the Independence of our HDC

The Select Board is meeting this Wednesday, March 15th, to discuss the Historic District Commission's Advisory Boards and overall operations. As many of you know, the HDC Advisory Boards were abruptly cancelled last August because the Planning Director and Deputy Planning Director produced an opinion saying these boards were illegally constituted. That opinion has been taken as definitive. But what if it's wrong? There is substantial evidence, drawn from legal precedent, that cancelling the Advisory Boards infringes on the powers of our specially created independent Historic District Commission. The Select Board is wading into dangerous waters. Shouldn't this be something we at least endeavor to understand?

The Advisory Boards have existed for decades. They are advisory only, and offer the HDC important eyewitness and educational information about historic structures and Nantucket's distinctive neighborhoods, including far away Tuckernuck. For this reason, the HDC appoints people to the Advisory Boards based on their qualifications and their ability to provide useful advice.

Town Counsel said these boards are illegal because Nantucket's Town Charter gives the Select Board the authority to appoint advisory boards, and the HDC cannot usurp that authority. Of course the Select Board could appoint these advisory boards for the HDC, with the HDC nominating the members. So far they haven't, and it's been over six months.

There is, in fact, another Commission that creates its own Advisory Boards. The NP&EDC created the Bicycle and Pedestrian Advisory Committee (BPAC) to advise it. I've inquired about this and quickly been told that the NP&EDC was created by the state through a Special Act, so it's separate from the Town. Well guess what? The Nantucket HDC was also created by the state through a Special Act. It's one of only two local historic districts that was – the other is the Beacon Hill Architectural Commission. The BHAC was created in 1955, alongside Nantucket.

The independence of the BHAC is irrefutable. In 1996, the BHAC asserted that it had broad power to promulgate rules and regulations, independent from the City of Boston. The case, Globe Newspaper Company v. Beacon Hill Architectural Commission, 421 Mass. 570 (1996), went all the way to the State Supreme Court of Appeals. The court ruled that the BHAC is largely independent of the City of Boston and the BHAC's regulations are entitled to the considerable deference given to an "agency created by the state." This includes the right to create advisory boards, so long as those boards are strictly advisory in nature.

Yes, the HDC was declared a "Town Board" for staffing purposes, under Nantucket's Town Charter. But allocating management of HDC staff to the Town Manager does not alter the HDC's power under its Special Act. The Act and the Town Charter are two different pieces of legislation. There is no practical conflict either: regardless of whether the HDC's advisory committees exist, the Select Board can create advisory committees as it sees fit. There are other reasons that have been held up, to support the cancelling of the Advisory Boards. They are all equally flimsy.

Taking away the HDC's right to appoint advisory boards diminishes the autonomy of the HDC. Is the Town trying to whittle away the power of the HDC? Time will tell. Regardless, the Select Board should uphold the independence of the HDC under its Special Act, and allow it to appoint its own Advisory Boards.