Town and County of Nantucket
Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Dawn E. Hill Holdgate
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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
MAY 18, 2022 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
****AMENDED MAY 17, 2022****

YOU TUBE LINK FOR VIEWING ONLY:
https://youtu.be/BgKmxh1UBKk

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_-E4a_tAJTjyBNR7r6eozpQ

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

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

2. The Select Board is Accepting Applications for Annual Committee Appointments. Information on Seats Available Can be Viewed at https://www.nantucket-ma.gov/DocumentCenter/View/24245/Select-Board-appointed-Committee-Openings-PDF?bidId=. The Committee Appointments Timeline Can be Viewed at https://www.nantucket-ma.gov/DocumentCenter/View/24243/2022-Committee-Vacancies-Appointment-Timeline-PDF?bidId=.

3. The Select Board is Accepting Applications to Fill a Vacant Planning Board Seat. Applications are Due at Noon on May 27, 2022; Applicant Review of Applications and Joint Appointment by Select Board and Remaining Planning Board Members to be Held June 22, 2022.

4. Select Board Announcements/Comments.

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

*V. PUBLIC COMMENT**

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of May 11, 2022 at 10:00 AM; May 11, 2022 at 5:30 PM.

2. Approval of Payroll Warrants for May 15, 2022.

3. Approval of Treasury Warrants for May 18, 2022.

4. Approval of Pending Contracts for May 18, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Resignation Acceptance: Affordable Housing Trust; Council for Human Services; Contract Review Committee.

2. Housing Office: Request for Approval and Execution of Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, Benjamin Drive Project, between the Commonwealth of Massachusetts Department of Housing and Community Development, the Town and Habitat for Humanity Nantucket, Inc.

3. Request for Road Name Change: South Miacomet Avenue (Cisco) to Fairhaven Avenue.

4. Nantucket Boys and Girls Club: Annual Request for Waiver of Town Noise Bylaw from 10:00 PM to 11:00 PM for Tim Russert Summer Groove to be held Saturday, August 20, 2022 Under Tents on Field at Nantucket Boys and Girls Club, 61 Sparks Avenue.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider Amending Commercial Landfill User Fee Schedule for Fiscal Year 2022.

2. Public Hearing to Consider Increasing Town of Nantucket Taxi Rates (Pursuant to Request from Taxi Owner(s) to Select Board at April 6, 2022 Meeting).

3. Public Hearing to Consider Application for Alteration of Premises of Seasonal All-Alcoholic Beverages Hotel License for Nantucket Island Management, LLC, dba The Wauwinet Inn, William Eric Landt, Manager, Located at 120 Wauwinet Road.

4. Public Hearing to Consider Application for New Seasonal All-Alcoholic Beverages Hotel License for BPC Manager, LLC, dba The Brant, Brian Chaisson, Manager, Located at 6 and 8 North Beach Street and 4 Dolphin Court.

5. Public Hearing to Consider Application for New Seasonal Common Victualler and All-Alcoholic Beverages Hotel License for VTT Nantucket Inn, LLC, dba Nantucket Inn, Shawn Cioto, Manager, Located at One Miller Lane.

6. Public Hearing to Consider Application for New Entertainment License for VTT Nantucket Inn, LLC, dba Nantucket Inn, Shawn Cioto, Manager, Located at One Miller Lane.

7. Public Hearing to Consider Application for New Annual Common Victualler with Wine and Malt Beverages Restaurant License for Nantaco ACK, LLC, dba Nantaco, Cindy Milazzo, Manager, Located at 21 South Water 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.**

8. Public Hearing to Consider Application for New Mobile Food Unit License for Nantaco ACK LLC, dba Nantaco, Biju Joshi, Manager.

9. Public Hearing to Consider Application for New Seasonal General-On-Premises with Wine and Malt Beverages License for Hungry Minnow, LLC, dba Flying Minnow, Rebecca Chapa Harter, Manager, Located at Nantucket Memorial Airport, 14 Airport Road.

10. Public Hearing to Consider Application for New Annual Wine and Malt Beverages Off-Premise Package Store License for K & K Anderson LLC, dba Born & Bread Nantucket, Kimberlee Anderson, Manager, Located at 35 Center 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.**

11. Public Hearing to Consider Application for New Seasonal Wine and Malt Beverages Off-Premise Package Store License for The Green Market LLC, Jenny Bence, Manager, Located at 4 India 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.**

12. Public Hearing to Consider Public Assembly Permit Application for Nantucket Health Club's Firecracker 5K Run and Walk to be Held Monday, July 4, 2022, Starting at 7:00 AM at Jetties Beach, 4 Bathing Beach Road; New Race Route: Bathing Beach Road, N. Beach Street, Easton Street, Cliff Road, Cabot Lane, Grant Avenue, Lincoln Avenue, around Lincoln Circle, Grant Avenue, Nantucket Avenue, Cliff Road, Center Street, Chester Street, Easton Street, Hulbert Avenue, Bathing Beach Road.

13. Public Hearing to Consider Public Assembly Permit Application for Nantucket Triathlon Club's Half Marathon to be Held Sunday, October 9, 2022, Starting at 8:00 AM at Bartlett's Farm, 31 Bartlett Farm Road; New Race Route can Viewed at https://www.mapmyrun.com/routes/view/4800975598.

14. Public Hearing to Consider Public Assembly Permit Application for Nantucket Cottage Hospital's 2022 Boston Pops on Nantucket to be Held Saturday, August 13, 2022 at Jetties Beach, 4 Bathing Beach Road.

X. TOWN MANAGER'S REPORT

1. Update on Outdoor Dining Requests.

2. Short-term Rental Work Group (Articles 42 and 43 of 2022 Annual Town Meeting) Establishment Update.

XI. SELECT BOARD'S REPORTS/COMMENT

1. 2022-2023 Select Board Committee Representative Appointments.

2. 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

Select Board
2022 Committee Appointments Timeline
As of 5/13/2022

April 6 – Select Board review list of openings.

April 12 – Notify members of committees whose terms are expiring.

April 21 and 28; May 5 and 12 – Advertise committee openings in newspaper and on Town's website; put on Select Board agenda as announcement starting mid-April.

May 20 at 12:00 PM – Deadline for submitting applications for committee openings that will be reviewed on June 1 to Town Administration office. This includes applications for:

- Agricultural Commission;
- Airport Commission;
- Board of Health;
- Cannabis Advisory Committee;
- Capital Program Committee;
- Cemetery Commission;
- Coastal Resiliency Advisory Committee;
- Conservation Commission;
- Contract Review Committee, Human Services;
- Council for Human Services;
- Council on Aging;
- Cultural Council;
- Finance Committee.

May 25 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

June 1 – Meeting for above listed committee applicants to introduce themselves and review their applications.

May 27 at 12:00 PM – Deadline for submitting applications for committee openings that will be heard June 9 to Town Administration office. This includes applications for:

- Historic District Commission Associate;
- Nantucket Affordable Housing Trust;
- Nantucket Historical Commission;
- Planning Board Alternate;
- Real Estate Assessment Committee;
- Roads and Right-of-Way Committee;
- Scholarship Committee;
- Tree Advisory Committee;
- Zoning Board of Appeals; and
- Zoning Board of Appeals Alternate.

June 1 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

June 8 – Meeting for above listed committee applicants to introduce themselves and review their applications.

June 22 – Committee appointments.

2022 Committee Openings Information
As of 5/15/2022

Committee	# seats open	Term Expiration	Notes
Agricultural Commission	2	2023	vacant
Agricultural Commission	2	2025	vacant
Airport Commission	1	2025	
Board of Health	1	2025	
Capital Program Committee	1	2025	
Cemetery Commission	1	2025	
Coastal Resiliency Advisory Committee	1	2023	
Coastal Resiliency Advisory Committee	1	2024	
Coastal Resiliency Advisory Committee	1	2025	
Conservation Commission	3	2025	
Contract Review Committee, Human Services	1	2025	
Council for Human Services	1	2023	vacant
Council for Human Services	3	2025	
Council on Aging	3	2025	
Cultural Council	3	2025	
Finance Committee	3	2025	
Historic District Commission Associate	1	2025	vacant
Nantucket Affordable Housing Trust	1	2023	vacant
Nantucket Affordable Housing Trust	2	2024	2-year term; at-large
Nantucket Affordable Housing Trust	1	2024	2-year term; real estate agent/broker
Nantucket Historical Commission	2	2025	
Planning Board Alternate	1	2025	
Real Estate Assessment Committee	1	2025	
Roads and Right of Way Committee	3	2025	
Scholarship Committee	2	2025	
Tree Advisory Committee	2	2025	
Zoning Board of Appeals	1	2027	5-year term
Zoning Board of Appeals Alternate	1	2025	3-year term

Select Board
Planning Board Vacancy Appointment Timeline
As of 5/6/2022

May 6 – Advertise Planning Board vacancy on Town's website

May 12 and May 19 – Advertise Planning Board vacancy in the Inky

May 11, May 18 and May 25 – Planning Board vacancy to be added to Select Board agendas as announcement

May 27 at 12:00 PM – Deadline for submitting applications for Planning Board vacancy

June 1 and June 8 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

June 22 – Meeting for applicants to introduce themselves and review their applications; Planning Board appointment made jointly by Select Board and remaining Planning Board members.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
May 18, 2022

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
License Agreement	Select Board	ACK Surf School, LLC	($3,000)	License for mobile surf school at Nobadeer Beach for 2022 summer season	n/a	June 1, 2022 - September 30, 2022

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the _____day _____ of 20___ by and between the **Town of Nantucket** (hereafter referred to as LICENSOR) with a principal place of business 16 Broad Street, Nantucket, MA 02554 and **ACK SURF SCHOOL, LLC**, (hereafter referred to as LICENSEE) with its principal address at 5 Amelia Drive, Nantucket, MA 02554.

A. The LICENSOR is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto.

B. The LICENSOR desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The LICENSOR hereby grants to LICENSEE a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the LICENSEE.

2. Term. The term of this License shall commence on **June 1, 2022**, and shall terminate on **September 30, 2022** unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the LICENSOR at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the LICENSEE solely for the purpose of conducting a mobile surf school upon the land, including any additional activities as approved in writing by the LICENSOR. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes. The surf school truck and trailer is to be parked in one spot at the entrance to the beach not obstructing other pedestrian or vehicle traffic. Vehicle is only allowed dawn to dusk.

4. License Fees. In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR the following annual business license fee of $3,000, prior to exercising this license.

5. Conduct.

a. Entry and use under this License by the LICENSEE and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the LICENSOR.

b. During the exercise of rights hereby granted, LICENSEE shall at all times conduct itself so as not to interfere with operation of the LICENSOR within the Land or LICENSOR'S property adjacent to the land.

c. The LICENSOR shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR'S representative during the term hereof.

f. The LICENSEE shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the LICENSEE and LICENSEE'S patrons. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by LICENSEE solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by LICENSEE in, from, or around the space without written consent of the LICENSOR. The LICENSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LICENSOR.

7. LICENSOR Rights Reserved. LICENSOR reserves for itself the following rights, which LICENSEE agrees to observe, and LICENSEE agrees that the same may be exercised by LICENSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LICENSOR liable for damages by abatement of the license fee or otherwise to relieve LICENSEE from any of its obligations,

a) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport / Town of Nantucket and its occupants, with whom LICENSEE agrees to comply.

b) To enter upon any premises and facilities of the LICENSEE upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LICENSOR. LICENSOR in such case is to use its best efforts to avoid disruption of LICENSEE'S operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile surf school, from all agencies, boards and officers having jurisdiction over the same.

9. INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

Additional insured:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (Licensor)" as an additional insured**, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. LICENSEE shall indemnify and hold harmless the LICENSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LICENSEE but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the LICENSEE, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using LICENSEE'S premises or otherwise arising out of any acts or omissions of the LICENSEE'S employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The LICENSEE shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of $1,000,000, with property damage insurance in limits of $500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance. The LICENSEE shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

10. General Use of Airport and Facilities: LICENSOR shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

a. The LICENSOR reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in the License Agreement, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

b. The LICENSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

c. The LICENSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the LICENSEE'S expense or at the sole option of the LICENSEE, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LICENSEE'S property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by LICENSEE.

d. The LICENSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes,

e. The LICENSEE for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, LICENSEE will

(l) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LICENSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. It is mutually understood and agreed by the parties hereto that nothing contained in this Agreement shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

g. The LICENSEE for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in 'Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The LICENSEE for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (l) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise su12jected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that LICENSEE is an independent contractor hereunder and not an agent or employee of LICENSOR with respect to its acts or omissions.

12. Breach of Covenants. That in the event of breach of any of the above covenants, the Town of Nantucket / Nantucket Memorial Airport shall have the right to terminate the license and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR.

SIGNATURE PAGE TO FOLLOW:

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

LICENSOR:
TOWN OF NANTUCKET
By its Select Board

_____
Jason Bridges

_____
Dawn E. Hill Holdgate

_____
Matthew G. Fee

_____
Brooke Mohr

_____
Melissa K. Murphy

LICENSEE:
ACK SURF SCHOOL

_____
Gaven J. Norton

EXHIBIT A (PLAN)

Town & County of NANTUCKET, MA

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

LICENSE TERMS AND CONDITIONS OF USE ||
SURF SCHOOL AT NOBADEER BEACH

License Requirement: The purpose of the surf school license program is to regulate commercial use, reduce conflicts among users, and promote public safety, health, welfare, and recreation opportunities at the Nobadeer Beach and adjacent neighborhood. Under Beach Regulations for Town operated Beaches the use of town-owned or town-operated property for commercial purposes must be regulated and permitted. All documentation required in these terms and conditions of use must be submitted in full, and subject to approval, in order to receive an approved Surf School License.

Permitted Use: The Surf School Licensee (hereinafter called "Surf School") agrees to manage and operate mobile surf school services, as approved by the Town of Nantucket, and comply with all applicable ordinances, resolutions, rules, and regulations established by Federal, State, Local Government agency, or by the Licensor. Surf instruction is permitted for board surfing, body surfing, or boogie board lessons. Sale of branded apparel associated with the surf school is prohibited. Due to close proximity to the Nantucket Memorial Airport, any services or activities that might have impacts to arriving and departing aircraft are prohibited. Such activities include, but are not limited to, parasailing, kitesurfing or drone videography.

License Term: License is issued annually and allow a surf school to provide surf instruction at the designated beach and a coastal access point from June 1st to September 30th.

License Fee: Surf school license fees are established in order to recover costs associated with the administration of licenses and impact upon coastal access activities. In consideration for the use of this License, the licensee agrees to pay the following annual business license fee of $3,000 for 2022 ($4,500 for 2023), prior to exercising this license.

Blackout Dates: Town may enforce blackout dates for holidays and major events that impact beach access. Such dates include, but are not limited to, Fourth of July.

Licenses and Permits: Comply with all federal, state, and county laws, ordinances, and codes, and obtain and have on display any and all required licenses and/or permits necessary for the conduct of surf school instruction. It shall be the Surf School's responsibility, at his/her sole cost and expense, to obtain all necessary Licenses and permits to carry out the terms of this Surf School License and to operate the Business.

Insurance Requirements: Surf School must furnish the Town of Nantucket with Certificates of Insurance for General Liability, Automobile Insurance, and Worker's Compensation, if applicable, prior to permit issuance. See Attachment A for coverage and additional insured wording requirements.

Hours of Operation: Town-owned beaches are open from dawn until dusk. Surf school is not allowed in the water between sunset and 7:00 am.

Permitted Beaches / Coastal Access Points: The license applies to the Nobadeer beach at access point #22. All classes and surf school instruction must enter and exit the water only at these permitted beach and coastal access point. See attached overview map.

Staging: Limited staging on the beach must be done in a manner that does not impede upon public right-of-way.

Public Right-of-Way and Access: Surf school shall not exclude the public from any site. Beaches and coastal access points must be kept clear and accessible at all times. Surfboards and equipment must be kept in a position that does not obstruct the public right-of-way, beaches, and coastal access points.

Parking: In an effort to reduce impact upon the residential neighborhood, Surf School must encourage carpooling and advise employees and students to use alternative ways of transportation. All vehicles associated with the Surf School License must abide by all applicable vehicle and parking statutes and regulations. Only one parking spot is reserved for the Surf School Licensee (see attached overview map).

Maximum Total of Surf School / Surf School Students: Surf school license will be issued to one (1) surf school annually. The total number of all surf school students permitted in the water during any single period of time shall not exceed sixteen (16) students. When a surf school has more than sixteen (16) students in the water during any single period of

time, then it will be in violation of this license condition and subject to one legitimate complaint toward possible license revocation for that violation.

Student to Instructor Ratio: The maximum student to instructor ratio for surf school lessons shall be four (4) students per one (1) instructor. Beginner level students shall have a maximum of two (2) students per one (1) instructor.

Participant Waiver: A participant waiver must be obtained from every student. The waiver form must have prior approval by the Town of Nantucket and shall include language holding the Town of Nantucket harmless. A copy of the signed waiver must be made available upon request.

Surf School Instructor Qualifications: Every surf school instructor must be fully trained and proficient in ocean safety, surfing, and surf instruction. Surf School must submit proof of Red Cross or American Heart Association First Aid and CPR certifications for all instructors. All instructors under the age of 18 must be supervised if working with minors.

Safety / Emergency Plan: Submit a written safety and emergency response plan, subject to final approval. During any instruction, instructors must ensure that there is a first aid kit, a whistle, a mobile phone, and a rescue device on the beach in close proximity.

Surf School Board Surfing Equipment: Surf School must provide sufficient and proper equipment, based on the student's skill level, for the conduct of each surfing lesson. Board surfing lessons at the permitted beach and coastal access point may use only soft foam boards with flexible rubber fins, for beginners, and all boards shall have leashes attached to the students.

Surf Etiquette /Safe Practices: Surf School must ensure that instructors teach and practice the basic rules of surf etiquette. Instructors must ensure that the ocean conditions are safe to conduct class and use of surf breaks are based on the skill levels of the instructor and the students. Instructors must make a concerted effort to minimize unreasonable overcrowding of any one surf break and ensure that students stay out of congregations of surfers in the water and any kind of crowded surfing conditions. Students must be instructed to follow the philosophy of one person per wave. Instructors must never leave a group in the water unattended for any reason. Instructors must direct students to allow a safe distance between each other and other surfers to avoid collisions.

License Revocation: If a Surf School and/or its surf school instructor(s) violate(s) any of the terms and conditions of use of this license and/or receive(s) three legitimate complaints as determined by the Town of Nantucket or one legitimate egregious complaint within a one-year period, it shall constitute grounds for immediate license revocation. Upon written notice, Surf School must cease all operations in the permitted beach and coastal access point immediately. Surf School must also immediately remove any reference to the Town License, or permitted status, from its marketing materials, including website, social media, etc. Any permit processing fees paid to the Town are forfeited. A temporary suspension at any time can be issued as it deems necessary as a result of any violation, as determined by the Town of Nantucket, upon written notice to a licensee.

Storage: Equipment being actively used during instructions is allowed. At no other time may equipment be stored or left on-site unsupervised.

Attendance Survey Form: An attendance survey form must be completed for each day of instruction and submitted monthly, to include daily student attendance numbers and specify AM, Mid and PM time periods of use.

Alcohol: Alcohol consumption is not permitted on public property.

Smoking: Smoking by any method, of any product, is not permitted on public beaches.

Damage: Damage to public property done during permitted use will be invoiced. Labor to repair the facility is charged at the current maintenance staff hourly rate. Bills unpaid after 30 days are subject to permit denial or revocation.

Clean-up: The licensee shall be responsible for the upkeep and maintenance of the licensed premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the licensee and licensee's patrons. The Town will continue to empty the Town trash barrels.

Sub-Lease: Licensee shall not assign or sub-lease any portion of the premises, or any rights under approved license.

I have carefully read, considered and agree to the *Surf School License Terms and Conditions of Use* and will comply with all the regulations and use policies.

_____ _____

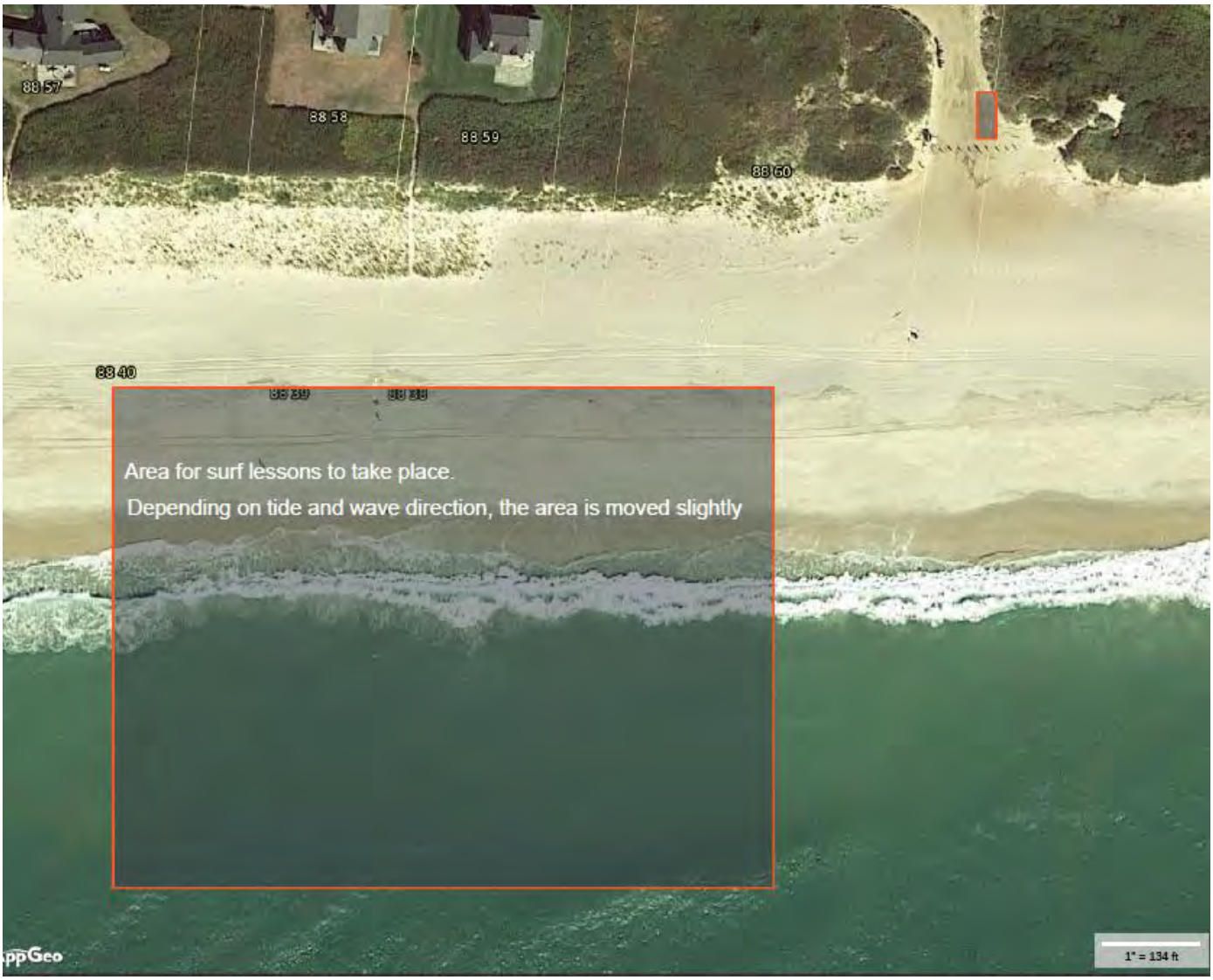
Licensee Date

Attachment A – Insurance Requirements

1. Licensee(s), at their sole cost and expense for the full term of this license (and any extensions thereof), shall obtain and maintain minimum compliance with all of the following insurance coverage(s) and requirements. The licensee should deposit with the licensor certificates for all insurance requirements listed below prior to the commencement of their term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be materially changed, altered, or cancelled without at least ten (10) days prior written notice to each assured named therein.
2. **Indemnification.** Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using licensee's premises or otherwise arising out of any acts or omissions of the licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.
3. **Additional insured:** All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (Licensor)**" **as an additional insured**, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.
4. **Automobile Liability Insurance** for each vehicle used in the performance of this license, including owned, non-owned, leased, or hired vehicles, in the minimum amount of $500,000.00 combined single limit per occurrence for bodily injury and property damage.
5. **Worker's Compensation Insurance:** The licensee shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.
6. **Comprehensive or Commercial General Liability Insurance**: The Licensee shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of $1,000,000, with property damage insurance in limits of $500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the licensee as well as licensor against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).
7. All required Comprehensive or Commercial General and Auto Liability shall be endorsed to contain the following clause:
   The Town of Nantucket, Nantucket Memorial Airport, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the Town of Nantucket / Nantucket Memorial Airport.

Attachment B – Site Map
Surf School Permitted Beach and Beach Access Point

Nobadeer Beach at coastal access point #22.
One Parking Spot on the hill at Adams St is reserved for the surf school licensee.
Minimum 12 feet on the hill must stay open for emergency access.



Parking information:

In an effort to reduce impact upon the residential neighborhood and Nobadeer Ave, Surf School must encourage carpooling and advice employees and students to use alternative ways of transportation. All vehicles associated with the Surf School License must abide by all applicable vehicle and parking statutes and regulations.

ATTACHMENT C
Statement of Work and Specifications

Licensee's Duties

1. Licensee agrees to manage and operate surf school services at permitted beach and coastal access point #22 along Nobadeer Ave and Adams Street as outlined on the overview map, subject to the Surf School License Terms and Conditions of Use.
2. Licensee agrees to implement an approved surf school operational plan that provides appropriate commercial activity for this area that maintains safety and access, reduces impact to the residential neighborhood from this commercial activity, provides qualified trained instructors, and provides compensation to the Town of Nantucket for the use of town-owned / town–operated property.
3. Licensee understands that the operation of the surf school services does not entitle Licensee to exclusive use of any premises or water. The beaches, coastal access points, and ocean are open for public use. Public right-of-way must always be maintained. Safe practices and etiquette in the water must be observed at all times.
4. All operations conducted by the Licensee will be in accordance with the generally accepted best practices of surf school businesses, surf school instruction, and surf etiquette.
5. Licensee shall furnish, at his/her own expense, all equipment and supplies and other items necessary for the operation of the surf school services, including off-site storage for any equipment and supplies. All services and operations shall be of the highest quality in presentation and safety. Town of Nantucket has the right at any time to inspect all on-site operations by Licensee.
6. Licensee agrees to submit to the Town of Nantucket a complete list of all fees for surf school services that the Licensee intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the Town of Nantucket for approval.
7. Licensee agrees to carry out all of the incorporated Surf School License Terms and Conditions of Use, including but not limited to:
    a. Required maximum student to instructor ratios
    b. Maximum allowable students in the water per surf school
    c. Instructor qualifications for ocean safety training/first aid/CPR
    d. Equipment requirements
    e. Safety/emergency response plan
    f. Safe practices and surf etiquette
    g. Beach access, off-site staging location, parking, public right-of-way
    h. Insurance requirements
    i. Indemnification

    All vehicles must abide by all applicable vehicle and parking statutes and regulations. Vehicles must not impede pedestrian and bike access through the area, which must remain open for use by the public at all times.
8. Licensee shall provide qualified instructors to operate surf school services. Instructors must be sufficiently trained and proficient in ocean safety, surfing, and surf instruction, and possess all required certifications and clearances. The qualifications and performance of the instructors shall be subject to Town's approval. All personnel employed by licensee shall at all times and for all purposes be deemed solely Licensee's employees.
9. Licensee shall not assign or sublease any rights under approved license without prior approval of the Town of Nantucket. Any such assignment or sublease shall be void, and the Town shall have the right to exclude any and all persons from the premises attempting to exercise any right or privilege under such assignment or sublease.
10. Town is authorized to revoke license at any time for a violation of its conditions or for cause.

May 11, 2022

To the Nantucket Select Board:

Please accept my resignation from the Nantucket Affordable Housing Trust, the Council for Human Services and the Contract Review Committee effective immediately.

I have thoroughly enjoyed my service in each of these roles.

Yours,

Brooke Mohr

2022 MAY 11 AM 9:27
TOWN CLERK

RECEIVED
MAY 11 2022
NANTUCKET TOWN ADMINISTRATION

Nantucket Affordable Housing Trust

	Reema Sherry	At-large, 2 year term	2022
	Shantaw Bloise	At-large, 2 year term	2022
	~~Brooke S. Mohr~~	~~At-large, 2 year term~~	~~2023~~
2 yr term	Brian Sullivan	Real Estate Agent/Broker	2022
	Dawn Hill Holdgate	SB Rep	2022
	Penny Dey	Housing Authority	2022
	David Iverson	NP&EDC	2022

Council for Human Services (per 2021 ATM vote, membership was increased to 9 members)

~~Brooke Mohr~~	~~Chair~~	~~2023~~
Athalyn Sweeney	Vice Chair	2024
Ruth Tonico		2022
Joseline Ramirez		2022
Tara Restieri		2022
Claudia Valle		2023
Sindy Rivera		2023
Sue Mynttinen		2024
Veronica Bolcik		2024

Contract Review Committee, Human Services

Dorothy Hertz	At-Large, Chair	2022
Linda Williams	At-Large	2023
John W. Belash	At Large, Vice Chair	2024
~~Brooke Mohr~~	~~CHS Rep~~	~~2022~~
Ruth Tonico	CHS Rep	2022
Joanna Roche	FinCom Rep	2022
Bertyl Johnson	NP&EDC Rep	2022

Agenda Item Summary

Agenda Item #	VIII. 2.
Date	5/18/2022

Staff

Tucker Holland, Housing Director

Subject

Request for Approval and Execution of Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, Benjamin Drive Project, between the Commonwealth of Massachusetts Department of Housing and Community Development, the Town and Habitat for Humanity Nantucket, Inc.

Executive Summary

This is a fairly routine request for the approval and execution of the Regulatory Agreement for the three ownership units Habitat for Humanity is developing at Benjamin Drive. The document has been reviewed and approved for execution by Town Counsel, DHCD and Habitat for Humanity. The three units already are on our Subsidized Housing Inventory (SHI) list.

Staff Recommendation

Approve and execute the Regulatory Agreement. Town Counsel has approved documentation.

Background/Discussion

The approval and execution of the Regulatory Agreement secures the long-term affordability of the homes at the 80% AMI or less level and further ensures their long-term inclusion in our SHI.

Impact: Environmental ☐ Fiscal ☒ Community☒ Other☐

In furtherance of supporting the Select Board's strategic goals around affordable/year-round housing.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan- Housing

Attachments

Regulatory Agreement

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT
BENJAMIN DRIVE PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of _____ 2021 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Nantucket ("the Municipality"), and Habitat for Humanity Nantucket, Inc., a Massachusetts corporation, having an address at 75 Old South Road, Nantucket, Massachusetts 02554, and its successors and assigns ("the "Developer")).

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, in accordance with the provisions of the zoning requirements and other applicable regulations, the Developer submitted the required applications, plans, studies, reports and documentation, and the Nantucket Zoning Board of Appeals issued a Decision on Request to Ratify and Confirm Modification to Comprehensive Permit for the Benjamin Drive- Local Initiative Project dated June 10, 2021 recorded with Nantucket Registry of Deeds in Book 1737, Page 20 (the "Comprehensive Permit");

WHEREAS, in accordance with the above-described permit and its related approvals, the Developer intends to construct a housing development known as Benjamin Drive Project, at a 0.75 acre site on Benjamin Drive in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of one (1) single family dwelling and one (1) two-unit duplex dwelling building (the dwellings collectively referred to as the "Units") all three (3) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the Area median household income for Nantucket County (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the Low and Moderate Income Units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects – Subsidized Housing Inventory* (the "Guidelines") published by DHCD with the LIP; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 20 of this Agreement;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction.

(a)The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

___0__ of the Low and Moderate Income Units shall be one-bedroom units;
___three (3) of the Low and Moderate Income Units shall be two bedroom units; and
___0_____ of the Low and Moderate Income Units shall be three bedroom units.

(b)All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet

(c)The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must also comply with all applicable local codes, ordinances and by-laws.

(d)Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development ("HUD") and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two (2) or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Nantucket MSA/HMFA/Non-Metropolitan County.

2. SHI Eligibility. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. Deed Restriction.

(a) At the time of sale of each Low and Moderate Income Unit by the Developer, the Developer shall execute and shall as a condition of the sale, cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Developer to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser, at the time he desires to sell the Low and Moderate Income Unit, to offer the Low and Moderate Income Unit to the Municipality at the Town's option and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Low and Moderate Income Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form

and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a Family meeting the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer is in default hereunder; (2) the Project and Low and Moderate Income Units each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the immediately preceding Subsection (c), or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Substantial Completion. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Developer shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Developer. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work, which does not interfere with the residential use of the Low and Moderate Income Units.

5. Marketing. (a) Prior to marketing or otherwise making available for sale any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the Municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the

Developer. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Developer.

(b) The Developer may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for at least five (5) years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Non-Discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. Inspection. (a) The Develop agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Develop and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to DHCD that: (i) each of the Low and Moderate

Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; (ii) any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and (iii) the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement. For purposes of this Agreement, reference to the "Registry" shall mean the Nantucket County Registry of Deeds.

9. Representations and Warranties. The Developer hereby represents covenants and warrants as follows:

(a) The Developer (i) is a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in Section 19, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Transfer Restrictions. Except for sales of Low and Moderate Income Units to Eligible Purchasers, the Developer will not sell, transfer, lease, or exchange the Project or any

portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;

- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (30) days after receipt of the request that either:

- The package requesting consent is incomplete, or

- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement);

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 10 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Developer hereby agrees that it shall provide copies of any and all written notices received by the Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Casualty. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Developer, (or if the Project consists of detached dwellings, by homebuyers) Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Nantucket
Attn: Select Board
Town & County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

KP Law, P.C.
Attn: Vicki S. Marsh, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

Developer: Habitat for Humanity Nantucket, Inc.
Attn: President
75 Old South Road
Nantucket, MA 02554

14. Term. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be "other restrictions held by a governmental body" as set forth in G.L. c. 184, §26, and an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate (a) if at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement.

Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD, which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Developer and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may withdraw from this Agreement and record a notice of DHCD's withdrawal with the Registry of Deeds, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time, which in no event shall be more than ninety (90) days, as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure. The Municipality shall have the independent right to enforce the terms of this Agreement, including, without limitation, the foregoing affordability provisions, but not including the Developer's compliance with the limited dividend requirement, if any, by giving DHCD prior notice thereof.

(b) Whether the Low and Moderate Income Units will continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall be determined solely by DHCD according to the rules and regulations then in effect. If DHCD elects to withdraw from this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such withdrawal no longer be deemed Low and Moderate Income Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement. Notwithstanding the foregoing, this Agreement shall continue to be a binding and effective permanent affordable housing agreement under G.L. c. 184, §§31-33 between the Developer and the Municipality, and the covenants and restrictions shall continue to run with the Property. The Municipality shall have the same rights as DHCD hereunder (other than the Developer's compliance with the limited dividend requirement, if any), and any notices to be given to and/or approvals to be obtained from DHCD by the Developer shall be given to and obtained from the Municipality.

(c) In the event DHCD and/or the Municipality brings an action to enforce the obligations of the Developer under this Agreement and prevails in any such action, DHCD and Municipality shall each be entitled to recover from the Developer all of DHCD's and/or the Municipality's reasonable costs of an action for such enforcement of this Agreement, including reasonable attorneys' fees. This condition shall not be interpreted as a waiver of any of DHCD's rights pursuant to G.L. c. 184, § 32.

(d) The Developer hereby grants to DHCD, the Municipality, or its or their designee the right to enter upon the Property for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement, upon reasonable times and with reasonable notice.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. Enforcement. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Developer and the Municipality.

19. Entire Agreement. This Agreement, together with the Exhibits A, B, C and D hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter contained in this Agreement, and the aforementioned exhibits, supersede all prior agreements, understandings and negotiations between the parties.

20. Final Approval. When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility

required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _May 7, 2021 The Developer hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

HABITAT FOR HUMANITY NANTUCKET, INC.

By: _____
Its: President

By: _____
Its: Treasurer

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

TOWN OF NANTUCKET
By its Select Board

By: _____
Its: Select Board Chair

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider
Exhibit D- Consent and Subordination to Regulatory Agreement

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this 8th day of April 1, 2022 before me, the undersigned notary public, personally appeared Gerard Keneally and John Renwick, proved to me through satisfactory evidence of identification, which were known, to be the persons whose names are signed on the preceding document, as President and Treasurer, respectively, of Habitat for Humanity Nantucket, Inc., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Duncan Macallister
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 29, 2025

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this _____ day of _____, 2021 before me, the undersigned notary public, personally appeared Jason Bridges proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, as Chair of the Select Board for the Town of Nantucket and acknowledged to me that he signed it voluntarily for its stated purpose.

_____

Notary Public
Print Name:
My Commission Expires:

EXHIBIT D

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the Nantucket County Registry of Deeds at Book _____, Page ____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By:_____
Its:

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF_____, ss. _____, 20___

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its _____

_____
Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: Benjamin Drive Project
(Project name)
Nantucket, Massachusetts
(City/Town)
Habitat for Humanity Nantucket, Inc.
(Developer)

Property Description

The two certain parcels of land located on Benjamin Drive, in the Town and County of Nantucket, Massachusetts, shown as Lots 17B and 17C on Plan No. 2020-13, recorded with the Nantucket County Registry of Deeds.

For title, see Deed recorded with Nantucket County Registry of Deeds in Book 1823, Page 230.

EXHIBIT B

Re: Benjamin Drive Project
(Project name)
Nantucket
(City/Town)
Habitat for Humanity Nantucket, Inc.
(Developer)

Maximum Selling Prices, Initial Condominium Fees and Homeowners Association (HOA) Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sales Price	Condo Fee	% Interest
Two bedroom (single family unit)	$285,900	$ 70 (HOA)	N/A
Two bedroom (two unit duplex)	$283,500	$ 70 (HOA) $ 50 (Condo Fee per unit)	N/A 50%

Agenda Item Summary

Agenda Item #	VIII. 3.
Date	5/18/2022

Staff

Erika Mooney, Operations Administrator

Subject

Request for Road Name Change: South Miacomet Ave (Cisco) to Fairhaven Ave.

Executive Summary

Tamra and Joseph Lhota own a home at 6 S. Miacomet Ave. in Cisco and there has been much confusion as there are many other Miacomet addresses, including Miacomet Rd, Miacomet Ave, W Miacomet Rd, Miacomet Pond, Miacomet Village and Miacomet Park. The Lhotas are the only property owners that have an address of S Miacomet Ave (one other lot, at 3 S Miacomet Ave is owners unknown) so there is no impact to other properties. Town Administration has checked with the Assessor and Police Dept. and both are in favor of the name change as proposed.

Staff Recommendation

Approve the requested road name change from South Miacomet Avenue to Fairhaven Avenue.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

Letter from Cohen & Cohen Law PC with GIS map

COHEN
+COHEN
LAW PC

ATTORNEYS
Jennifer Cohen
Steven L. Cohen

Dear Erika,

June 9, 2021

My clients, Tamra and Joseph Lhota, are seeking to change the name of their street, South Miacomet Avenue. They are currently the only residents on the street and have experienced serious problems with people and services being able to locate them. We have, therefore, prepared a proposal on behalf of the Lhotas to request a street name change for the Select Board.

Please find their proposal attached to this letter. Please let me know any additional steps I need to take.

Sincerely,



Steven L. Cohen

Cohen + Cohen Law PC
34 Main St., 2nd Fl.
Mail: P.O. Box 786
Nantucket, MA 02554
Tel. (508) 228-0337
Fax (508) 228-0970
www.cohenlegal.net

To: Nantucket Select Board

From: Steven Cohen on behalf of Tamra and Joseph Lhota

Agenda Item: Request to Change Street Name

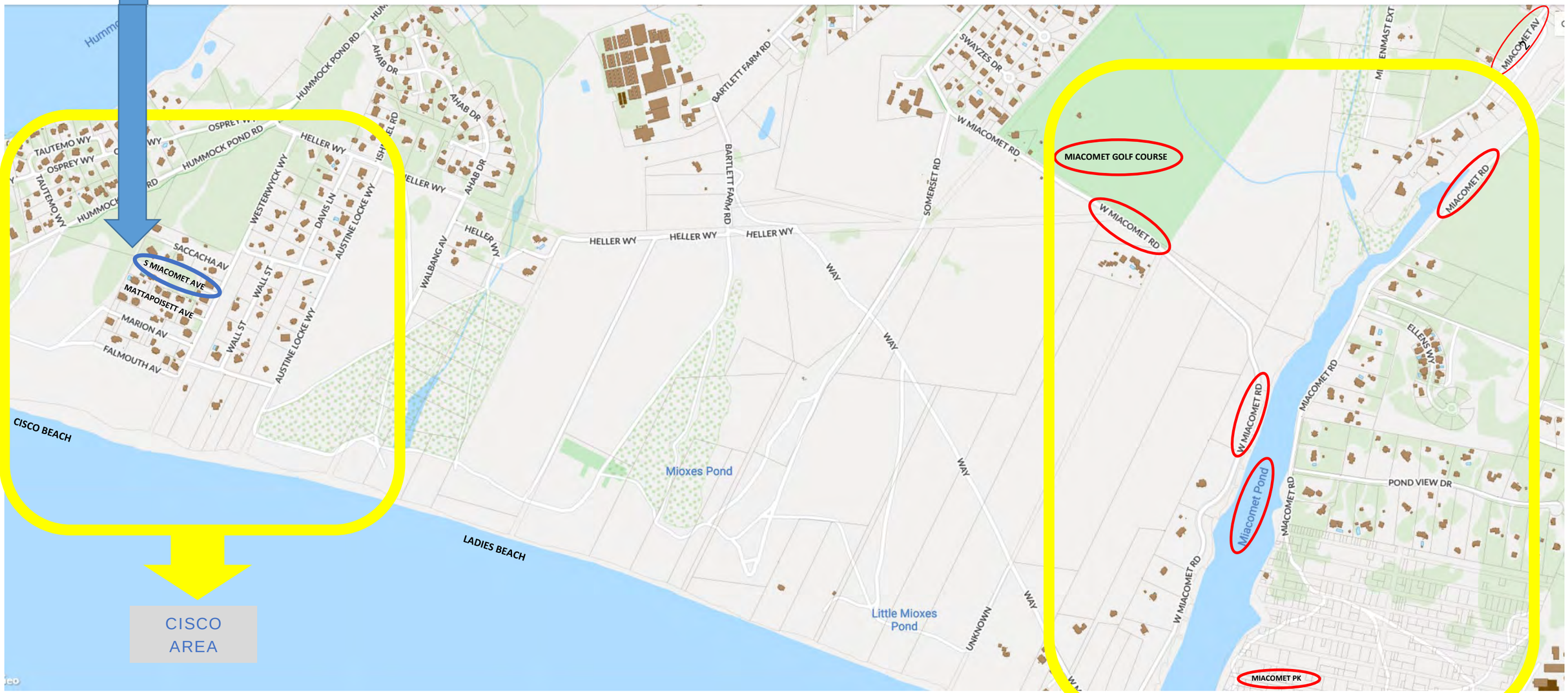
My clients, Tamra and Joseph Lhota, seek a request to change the name of the street currently known as "South Miacomet Avenue" or "S Miacomet Ave." There are currently four streets that incorporate the name "Miacomet:" Miacomet Avenue, Miacomet Road, West Miacomet Road, and South Miacomet Avenue. In addition, there is Miacomet Pond, Miacomet Golf Course, and Miacomet Beach.

My clients have experienced serious confusion over the many different variations of street names that include "Miacomet." Given that there are currently four streets including the name Miacomet, the Lhotas have found it nearly impossible to get packages delivered to their home. They are continuously dealing with both mail and packages being delivered to one of the other streets. Their address, "6 S Miacomet Ave," is often interpreted as if it is meant to be unit S located at 6 Miacomet Avenue. This is made worse because they are the only residents who use South Miacomet Avenue as their address, meaning that many delivery services, including the U.S. Postal service, are unfamiliar with the location of South Miacomet Avenue and interpret it as Miacomet Avenue or Miacomet Road. Further adding to the confusion, South Miacomet Avenue is located near Cisco Beach and Hummock Pond, while all the other Miacomet-named thoroughfares are generally located near each other and abutting Miacomet Pond and Miacomet Beach (see attached map). They have dealt with this same problem when they have attempted to arrange for taxis and ride-share services. Most importantly, the Lhotas are concerned for their health and safety due to emergency responders being sent to the wrong house in the case of an emergency. As the Board is aware, this is why Airport Road was renamed from "Macy."

The Lhotas would be the only residents affected by a change in the street name because they are the only residents who use South Miacomet Avenue as their address. The neighboring properties all use one of the surrounding streets as their home address.

The Lhotas propose a change in the street name to "Fairhaven Avenue." The streets in the immediately surrounding neighborhood are named for towns east of New Bedford, Massachusetts. The streets currently surrounding the Lhota's address are: Mattapoisett Avenue, Marion Avenue, and Falmouth Avenue. The streets have a sequential order, following a west to east geographic progression of the towns after which they are named. The town of Fairhaven is located directly to the west of Mattapoisett, which would add to the geographic sequence of names in their existing west to east pattern. My clients also would be comfortable with "Honorable Lane" and "Hazard Way," which are names taken from the Town's list of suggested street names. If none of these are deemed acceptable, the Lhotas would be happy with any other name besides South Miacomet Avenue so they can put this situation behind them.

6 S MIACOMET AVE



NANTUCKET BOYS & GIRLS CLUB

Lauren Marttila
Board Chair

Eugene Assaf
Vice Chair

Kerry Tilton
Treasurer

John Brescher
Clerk

Lucile W. Hays
Chair Emerita

Jamie Foster
Executive Director

Board of Trustees
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Bess Clarke
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Allan Levine
John Loose
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Matthew MacEachern
Joseph Manning
Richard Mucci
Richard Phillips
Laura Reynolds
Melanie Sabin
Justin Schaeffer
Liz Ann Sonders
Jane Stoddard
Linda Wolf

Chuck Geschke
Trustee Emeritus, (1939–2021)

February 23, 2022

Town of Nantucket
Select Board Members
16 Broad Street
Nantucket, MA 02554

Dear Select Board Members,

This year, the Nantucket Boys & Girls Club will celebrate the 20th anniversary of the Tim Russert Summer Groove. In anticipation of this wonderful island tradition, we are asking the Select Board to consider and approve our request to extend the noise bylaw to 11:00pm on the evening of August 20th, 2022.

The Tim Russert Summer Groove will take place at the Club, located at 61 Sparks Ave. This year's event will be held under tents on the field of the Club. Our featured band is *Signature*, a popular wedding and event cover band.

Almost 70% of the children enrolled in Nantucket Public Schools are members of the Club, making us Nantucket's premier youth organization. The Tim Russert Summer Groove provides the Club with critical funding used throughout the year for operating, programming and staff development, and the 20th anniversary celebration will be a key night in our fundraising efforts. Thank you for your consideration.

Sincerely,

Jamie Foster
Executive Director

Agenda Item Summary

Agenda Item #	IX. 1.
Date	5/18/2022

Staff

Brian E. Turbitt, Finance Director

Subject

Landfill Fee Increase

Executive Summary

Request to increase commercial landfill fees to the recommended amounts in the attached schedule. The increase represents a 6% increase in the landfill fee. The last time the fees were increases was in 2019, during which the fees were increased by 2%. The Town, during the COVID-19 pandemic, in recognition of the uncertainty for businesses, did not propose and increase to the fees.

Staff Recommendation

Recommend Approval of the new fees.

Background/Discussion

N/A.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

None

Board/Commission Recommendation

N/A

Public Outreach

None

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

None

Attachments

Commercial Landfill User Fee Schedule ad

NOTICE OF A PUBLIC HEARING

Please be advised that the Select Board/Board of Public Works will hold a public hearing on **May 18, 2022 at 5:30 P**M to consider amending the landfill fee schedule as follows:

ITEM	**CURRENT FEE**	**PROPOSED FEE**
Commercial Landfill User Fees		
Class 1	$ 200.00	$ 212.00
Class 2A	$ 399.00	$ 423.00
Class 2B	$ 785.00	$ 832.00
Class 3	$ 1,571.00	$ 1,665.00
Class 4A	$86.00 + $22.50 per guest room	$91.00 + $23.75 per guest room
Class 4B	$86.00 + $22.50 per guest room + Class 3 fee	$91.00 + $23.75 per guest room + Class 3 fee

Note: this proposal is based on an estimated CPI for fiscal year 2022 of 6.0%. The hearing will be held in the Public Safety Facility Community Room, 4 Fairgrounds Road and remote participation via Zoom Webinar Please see meting posting for remote participation and viewing links. For further information please call 508-228-7200 x 7031.

Select Board/Board of Public Works

Agenda Item Summary

Agenda Item #	IX. 2.
Date	5/18/2022

Staff

Town Administration

Subject

Taxi Owners: Request to Increase Town of Nantucket Taxi Rates.

Executive Summary

A representative of the taxi industry has requested an increase to the taxi rate schedule. Taxi rates were last increased in 2016 and the senior citizen rate was clarified in 2017. At its meeting on April 6, 2022 the Board agreed to schedule the public hearing necessary to take action.

Staff Recommendation

N/A (Policy Matter)

Background/Discussion

In 2007, the Select Board voted to allow for a temporary fuel surcharge for taxis when gas prices were high, in lieu of a taxi rate increase. See attached minutes form 6/20/2007. The Airport has provided some suggestions and commentary on the proposed increases. There are specific suggestions with respect to the proposed Booking Fee and Fare Escalation Methodology. Town Administration supports those suggestions. The Town Clerk has also provided some comments, supported by Town Administration.

Impact: Environmental ☐ Fiscal ☒ Community☒ Other☐

Board/Commission Recommendation

N/A

Public Outreach

If the Board votes to increase the rates, they will be advertised and posted on the Town website.

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

N/A

Attachments
Email from Stan Pavlov, Stan's Taxi, with proposed taxi rate increases; email from Town Clerk; letter from Airport; comparison chart of existing and proposed rates; portion of 6/20/2007 Select Board minutes







From:	stanislav pavlov
To:	Erika Mooney
Subject:	Taxi rates update
Date:	Friday, March 18, 2022 12:42:49 PM
Attachments:	Town of Nantucket proposed taxi rates (March 2022) 3.pdf

Town Administration
16 Broad street
Nantucket, MA
02554

Dear Town Administrator and Board Members,

My name is Stan Pavlov, owner of Stan's Taxi, I live at 2A Yawkey Way, Nantucket.

I am speaking on behalf of the taxi industry and we would like to be put on the agenda for a public hearing on updating the current taxi rates (last revised in April, 2016 with a small amendment regarding a senior discount in November, 2017).

In light of :
- the recent rise of inflation
- immense rise of the island cost of living, including, but not limited to: rent, food, restaurants, medical, real estate, mechanic repairs, labor, auto supplies, all utilities and obviously gas
- rise of commercial insurance
- major price increase of new and used vehicles

We are kindly requesting a public hearing on updating the proposed rate increase on your next available date. Having these rates approved would help not only the owners to keep up with the cost of doing business on Nantucket, but also the many wonderful drivers who choose to serve our community as taxi drivers.

Many thanks in advance for your time and consideration, we look forward to hearing from you soon.

Best regards,
Stan Pavlov, representative of Nantucket
taxi owners and operator

cell# 4134069050
business# 5085006565
email: stan1783@icloud.com

P.S. attaching scanned copy with the new proposed taxi rates :

This email was scanned by Bitdefender

Town of Nantucket proposed taxi rates (March 2022)

Airport/Cisco-Miacomet	27	Town/Cisco-Miacomet	22
Airport/Dionis	29	Town/Dionis	20
Airport/Eel Point	34	Town/Eel Point	25
Airport/Hoicks Hollow	32	Town/Hoicks Hollow	36
Airport/Low Beach	28	Town/Low Beach	31
Airport/Madaket	39	Town/Madaket	26
Airport/Madequecham	27	Town/Madequecham	31
Airport/Massassoit Bridge	42	Town/Massassoit Bridge	33
Airport/Mid Island A	18	Town/Mid Island A	14
Airport/Mid Island B	18	Town/Mid Island B	18
Airport/Mid Island C	22	Town/Mid Island C	20
Airport/Pocomo	31	Town/Pocomo	31
Airport/Polpis	27	Town/Polpis	27
Airport/Quaise	23	Town/Quaise	23
Airport/Quidnet	31	Town/Quidnet	31
Airport/Sankaty Head	31	Town/Sankaty Head	35
Airport/Shimmo	19	Town/Shimmo	19
Airport/Sconset	27	Town/Sconset	30
Airport/Tom Nevers	24	Town/Tom Nevers	26
Airport/Town	20	Town/Airport	20
Airport/Wauwinet	35	Town/Wauwinet	35
Airport/Cross Town	24	Cross Town/Airport	24
Airport/Squam	38	Town/Squam	38
Airport Zone	18	In-Town rate	11

Addional passengers are charged $3 each

Cross Island Fares:		**Additional charges:**	
Wauwinet/Sconset	$45	Bikes	$3
Madaket/Sconset	$55	Dogs	$4 (driver's discretion)
Wauwinet/Madaket	$60	Dirt road	$5 (driver's discretion)

Booking fee for reservations from Ferry/Airport : $6/$12

Senior rate :$2 discount for year round senior residents 65+

11pm-7am: add $5 to all taxi fares

Baggage: 2bags per person included, an additional charge of $2 per bag in excess of two

Hourly Rate: A pre-determined hourly rate may be charged at $90 per hour or $1,5 per minute.

Doubles: Taxis may take multiple fares to different locations, each party will be charged separately

Accidental cleaning fee: $150

From:	Nancy Holmes
To:	Libby Gibson; Erika Mooney
Cc:	William Pittman; Amy Baxter; Marina Dzvonik; Katie Cabral; Laura Raimo
Subject:	RE: Taxi rates update
Date:	Wednesday, March 30, 2022 9:29:35 AM

I would like to say in general that I approve of some sort of fare increases for our licensed Taxi's, the amounts of course to be negotiated. We all know that gas costs are rising, and the Taxi owners tell me every year it takes about $5K or more just to get a cab on the road, and that they hope to break even by late July. Besides insurance and registration costs, we charge the $300 Taxi licensing fee, and the airport now charges the Taxi's I believe $500 to be able to pick up at the airport – which I find to be quite a lot , considering it is more than the town annual licensing fee, and that Uber's are allowed to pick up at the airport - and I don't believe they have to pay any fee to do so.

As you may know already, more and more taxi owners have given up their licenses in recent years, almost all state it is too hard to make any profit. Due to the transiency of some of the Uber and Lyft drivers coming and going from the island – and therefore not really knowing our roads, etc., I feel it is very important that we support and maintain a strong, local taxi industry. This is especially important for the off-season and year-round residents. Having said that, I think some of the owners need to be reminded that if they have the privilege of a license, they are obligated to have their cabs on the road for the months of June, July and August, at the very least. Laura Raimo has also put this fact as a reminder in our renewal letter going out for 2022. I got complaints from a couple drivers last year that certain Taxis were not on the road at all. I explained to them that we couldn't do anything if we didn't know who was not driving – but no one would name names.

As to the fare increases in general, I would support some sort of a nominal booking fee for the airport and ferry, as I'm sure these fares could be taken away by other drivers, including Ubers. However, I don't think a booking fee should be charged to an elderly resident. I also support some manner of a cleaning fee, but only for specific situations, not a child's crumbs or a small coffee spill or something like that. I also support general fare increases, but the area of 30% that most of these fall in seems like a high start. I'm sure the Select Board will consider what the owners may have to say in person as to their costs and justifications and work from there.

Lastly, Stan is a new taxi "owner", but I understand has driven for years and I've no doubt is much experienced. But I do hope that other drivers show up to voice their opinions, as I'm not sure there is a cohesive association these days. So I would hope a variety of owners will show to put their opinions forward to the Select Board.

Nancy L. Holmes, CMC
Town & County Clerk
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Town of Nantucket
NANTUCKET MEMORIAL AIRPORT
14 Airport Road
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager
Phone: (508) 325-5300
Fax: (508) 325-5306

Commissioners
Arthur D. Gasbarro, Chairman
Andrea Planzer, Vice Chair
Anthony G. Bouscaren
Jeanette D. Topham
Philip Marks III

April 22, 2022

Erika Mooney
Operations Administrator
Town of Nantucket
16 Broad Street
Nantucket MA 02554

RE: Select Board Public Hearing on Taxi Rate Increase, 4/27/2022

Ms. Mooney,

Nantucket Memorial Airport institutes a user-based fee system to keep the Airport financially self-sustainable without reliance on the Town's General Fund. The Airport institutes both a fee for permit system for taxis, as well as a policy document to provide for the safe and orderly operation of taxis at the Airport. Fee and procedure information is coordinated with the Town of Nantucket and provided to taxicab operators each Spring during permit renewal season. Permitted taxis are provided exclusive curb frontage at the Terminal and General Aviation buildings in exchange for their compliance with Airport rules and regulations. This curb frontage represents the shortest and most visible ground transportation opportunity for arriving air passengers to the Island. A well-regulated, professional, and available taxi operation is an important aspect of the Airport's ground transportation offerings and passenger experience.

The Airport offers the following comments on the requested taxi rate increases:

1. **The Airport generally supports a rate increase.** The Airport recognizes the need for taxi rate increases given the current inflationary environment and time elapsed since last rate increase. However, the Airport expresses concerns regarding specific fees and methods for calculation, which are further detailed below.

2. **Clarification on Airport Fee and Ground Transportation Policy.** The Airport administers a licensing fee for Taxi/Livery/Charter/Courtesy Vans. The current 2022 fee of $400 per vehicle has not increased since 2015: the 2020 rate was reduced to $200 due to COVID-19 travel impacts. From 1999 to 2014 the rate was $300 per vehicle. Records prior to 1999 are not immediately available.

   Transportation Network Companies (TNC's – aka Uber, Lyft and others) are preempted from local regulation by Mass G.L. 159 A (1/2). TNC operators are protected by state regulation and allowed to operate without additional regulation by the Select Board or Airport Commission. The Airport, through its legal counsel and our local Representative, sponsored HB 970 "An Act to Provide Certain Fees to Airport Commission for TNC Operations". This Bill would allow the Airport to assess fees for use, and place TNC's

on equal competitive footing with taxis. The Bill advanced through the House and has stalled in the Senate.

In 2020 as part of a Rates and Charges Public Hearing, the Airport established a transactional fee of $3.25 per originating TNC fare, pending approval of HB 970.

Current State Law collects $0.20 per TNC ride, with $0.10 retained by the Commonwealth, and $0.10 returned to the City/Town where the rides initiated.

3. **Comment on Booking Fee.** In general, the implementation of a uniform booking fee for pre-arranged transportation is reasonable. A pre-arranged booking takes a revenue producing vehicle out of circulation and there is an associated loss of income opportunity. However, the Airport expresses concern regarding the two-fold discrepancy in cost between the ferry versus airport origination. The current justification represented by Taxi operators is that flights are often delayed, and the waiting time is more significant at the airport than the ferry. The Bureau of Transportation Statistics provides operating statistics on Airport delay. For the 2021 peak season, only 21.64% of arriving commercial flights were late: 78.36% of flights (and their passengers) were on time. The average arrival delay was 10.06 minutes across all carriers – though the magnitude of this delay was variable among carriers – with one carrier being on average 1.29 minutes early.

Summary Statistics Destination Airport
Destination Airport: Nantucket, MA: Nantucket Memorial (ACK)
Time Period: Tuesday, June 1, 2021 to Wednesday, August 31, 2021

Carriers	All Flights				Late Flights				Total Number Cancelled	Percent Flights Cancelled	Total Number Diverted	Percent Flights Diverted	Percent Flights Late
	Total Number	Average Arrival Delay (minutes)	Average Airborne Time (minutes)	Average Taxi-In (minutes)	Total Number	Average Arrival Delay (minutes)	Average Airborne Time (minutes)	Average Taxi-In (minutes)					
ALL*	1,576	10.06	49.56	8.84	341	82.04	53.14	13.11	101	6.4	6	0.38	21.64
B6	690	13.32	38.62	8.61	180	78.89	41.79	11.6	49	7.1	3	0.43	26.09
9E	161	5.48	41.38	9.73	24	96.54	44.62	27.45	4	2.48	2	1.24	14.91
YX	278	-1.29	66.6	8.84	34	67.82	80.55	11.29	11	3.95	1	0.35	12.23

*All carriers reporting to BTS
B6 = JetBlue
9E = Pinnacle Airlines (Regional Carrier for Delta - Now Endeavor)
YX = Republic Airlines (Regional carrier for American & Delta)

By assessing an increased booking fee for airport pickups compared to ferry pickups, the proposed rate structure establishes an unjustified pricing tool that does not assess an equitable fee. The proposed Airport fee is not commensurate with an actual delay directly associated with the passenger (or non-passenger airport user) at the time they request an advanced booking.

The Airport further notes the abundance of applications, such as Flightaware, Flightradar24, and other public facing sites/apps that can be used to track the status of incoming flights by flight number and/or destination. Major carriers are providing free in-flight texting services that can be used to communicate delays from passenger to taxi operator and reschedule pickup as necessary.

We urge caution to the Select Board in adopting a fee structure that assesses a penalty for a delay factor that is not supported by data and would provide a financial disincentive against airport travel. The Airport suggests that the Selectboard determine and adopt a single booking fee and apply it uniformly to both Airport and ferry pre-arranged booking.

4. **Route-Specific Comments.** The current fare structure contains a bias in fare equity. The average fare across all current originating ACK routes is $21.43, compared to $20.74 for Town: on average a trip that originates at ACK will be $0.70 more expensive than its

Town comparable, or approximately 3.4% higher. This bias may be due to the "Zone" system as currently adopted by the Select Board, and it is possible that it exists as a remnant of the number and geographical boundary of the listed routes.

An equitable increase in fares should result in a uniform percentage increase across existing routes. However, the rates proposed for each route differ markedly when expressed as a percentage increase of the pending rates. The average percentage increase for ACK originating routes, as proposed, is 31.3% compared to 26.7% for Town originating routes. Further analysis (attached) demonstrates an inequitable proposed rate distribution that is not immediately apparent in the packet information.

There are currently 6 routes where the current ACK originating fare is greater than the Town originating fare (highlighted in yellow). For these 6 routes, the ACK route is on average, $5.67 greater than the Town route. That difference will increase to an $8.17 under the proposed rates. By comparison, there are also 6 routes where the Town originating fare is higher than the ACK originating fare (highlighted in blue). For these latter 6 routes, the Town route is on average $3.33 more expensive than the ACK route. That average does not escalate with the proposed rate increase.

In short, the proposed rate methodology assesses uneven increases. The ACK-originating routes, which are already higher than the comparable Town route, are marked up even further under the proposal (+44%). The Town-originating rates that are higher than their Airport comparable however, are not escalated. The result of this exercise is a that overall share of fare increase is assessed disproportionately to a specific subset of Airport users in defined neighborhoods.

The rate increases, as proposed, are targeted to increase rates predominantly at the expense of Airport users. The Airport urges the Selectboard to not adopt the proposed rate increases as requested by the taxi association. An alternative fare increase methodology is discussed below.

5. **Fare escalation methodology.** The Airport suggests that the Select Board consider and establish a defensible straight percentage increase to all listed fares. A straight percentage increase would preempt concerns for geographical or method or origin bias, while retaining the traditional "Zone" system in place. The determined percentage increase could be added to the existing listed fares and rounded up/down to the nearest $0.25 or other designated increment. Two suggested percentage increase alternatives for the Select Board's consideration are as follows:

    a. The IRS vehicle reimbursement rate for 2022 is 58.5 cents per mile – an 8.3% increase in cost per mile driven since 2016. An 8.3% increase may also be viewed as a lower-end increase in fares.

    b. The Bureau of Labor Statistics lists the current cumulative rate of inflation (January 2016 to March 2022) as 19.8%. A 19.8% increase may be viewed as a higher-end increase in fares.

Thank you for review of these comments: Airport staff look forward to providing any further comments or clarification as requested by the Select Board.

Sincerely,

Noah Karberg
Assistant Airport Manager

Route	Current Fare	Proposed Fare	% Increase
Airport/Cisco-Miacomet	$ 21	$ 27	28.6%
Airport/Dionis	$ 21	$ 29	38.1%
Airport Eel Point	$ 25	$ 34	36.0%
Airport/Hoicks Hollow	$ 25	$ 32	28.0%
Airport/Low Beach	$ 23	$ 28	21.7%
Airport/Madaket	$ 27	$ 39	44.4%
Airport/Madequecham	$ 20	$ 27	35.0%
Airport Massassoit Bridge	$ 32	$ 42	31.3%
Airport/Mid-Island A	$ 14	$ 18	28.6%
Airport/Mid Island B	$ 14	$ 18	28.6%
Airport/Mid Island C	$ 17	$ 22	29.4%
Airport/Pocomo	$ 25	$ 31	24.0%
Airport/Polpis	$ 21	$ 27	28.6%
Airport/Quaise	$ 18	$ 23	27.8%
Airport/Quidnet	$ 25	$ 31	24.0%
Airport/Sankaty Head	$ 24	$ 31	29.2%
Airport/Shimmo	$ 15	$ 19	26.7%
Airport/Siasconset	$ 20	$ 27	35.0%
Airport/Tom Nevers	$ 19	$ 24	26.3%
Airport/Town	$ 14	$ 20	42.9%
Airport/Wauwinet	$ 27	$ 35	29.6%
Airport/Cross Town Zone	$ 16	$ 24	50.0%
Airport/Squam	$ 30	$ 38	26.7%
Average	$ 21.43	$ 28.09	31.3%

Route	Current Fare	Proposed Fare	% Increase
Town/Cisco-Miacomet	$ 17	$ 22	29.4%
Town/Dionis	$ 15	$ 20	33.3%
Town Eel Point	$ 19	$ 25	31.6%
Town/Hoicks Hollow	$ 29	$ 36	24.1%
Town/Low Beach	$ 26	$ 31	19.2%
Town/Madaket	$ 20	$ 26	30.0%
Town/Madequecham	$ 22	$ 31	40.9%
Town Massassoit Bridge	$ 24	$ 33	37.5%
Town/Mid-Island A	$ 11	$ 14	27.3%
Town/Mid Island B	$ 14	$ 18	28.6%
Town/Mid Island C	$ 15	$ 20	33.3%
Town/Pocomo	$ 25	$ 31	24.0%
Town/Polpis	$ 21	$ 27	28.6%
Town/Quaise	$ 18	$ 23	27.8%
Town/Quidnet	$ 25	$ 31	24.0%
Town/Sankaty Head	$ 28	$ 35	25.0%
Town/Shimmo	$ 15	$ 19	26.7%
Town/Siasconset	$ 24	$ 30	25.0%
Town/Tom Nevers	$ 22	$ 26	18.2%
Town/Airport	$ 14	$ 20	42.9%
Town/Wauwinet	$ 27	$ 35	29.6%
Town/Cross Town Zone	$ 16	$ 24	50.0%
Town/Squam	$ 30	$ 38	26.7%
Average	$ 20.74	$ 26.74	29.7%

Route	Current	Proposed	% increase
/Cisco-Miacomet	$ 4	$ 5	25%
/Dionis	$ 6	$ 9	50%
Eel Point	$ 6	$ 9	50%
/Hoicks Hollow	$ 4	$ 4	0%
/Low Beach	$ 3	$ 3	0%
/Madaket	$ 7	$ 13	86%
/Madequecham	$ 2	$ 4	100%
Massassoit Bridge	$ 8	$ 9	13%
/Mid-Island A	$ 3	$ 4	33%
/Mid Island B	$ -	$ -	0%
/Mid Island C	$ 2	$ 2	0%
/Pocomo	$ -	$ -	0%
/Polpis	$ -	$ -	0%
/Quaise	$ -	$ -	0%
/Quidnet	$ -	$ -	0%
/Sankaty Head	$ 4	$ 4	0%
/Shimmo	$ -	$ -	0%
/Siasconset	$ 4	$ 3	-25%
/Tom Nevers	$ 3	$ 2	-33%
Town/Airport	$ -	$ -	0%
/Wauwinet	$ -	$ -	0%
/Cross Zone	$ -	$ -	0%
/Squam	$ -	$ -	0%
Average Difference:	$ 5.67	$ 8.17	44%
Average Difference:	$ 3.33	$ 3.33	0%

ACK fares are:	**3.4%**	**than current town routes**
ACK fares are:	**5.0%**	**than proposed Town routes**

Town of Nantucket Taxi Rates

Revised June 2, 2005; June 20, 2007; May 28, 2008; February 18, 2009; July 20, 2011; April 20, 2016 - Effective June 15, 2016; November 15, 2017 – Effective November 30, 2017

These rates are for one (1) passenger only

	Current Fare	Proposed Fare	% Change (increase)
Addit. passenger(s) are charged each	2.00	3.00	50.00%

Route	Current Fare	Proposed Fare	% Change (increase)	Route	Current Fare	Proposed Fare	% Change (increase)
Airport/Cisco-Miacomet	21.00	27.00	28.57%	Town/Cisco-Miacomet	17.00	22.00	29.41%
Airport/Dionis	21.00	29.00	38.10%	Town/Dionis	15.00	20.00	33.33%
Airport/Eel Point	25.00	34.00	36.00%	Town/Eel Point	19.00	25.00	31.58%
Airport/Hoicks Hollow	25.00	32.00	28.00%	Town/Hoicks Hollow	29.00	36.00	24.14%
Airport/Low Beach	23.00	28.00	21.74%	Town/Low Beach	26.00	31.00	19.23%
Airport/Madaket	27.00	39.00	44.44%	Town/Madaket	20.00	26.00	30.00%
Airport/Madequecham	20.00	27.00	35.00%	Town/Madequecham	22.00	31.00	40.91%
Airport/Massassoit Bridge	32.00	42.00	31.25%	Town/Massassoit Bridge	24.00	33.00	37.50%
Airport/Mid-Island A	14.00	18.00	28.57%	Town/Mid-Island A	11.00	14.00	27.27%
Airport/Mid-Island B	14.00	18.00	28.57%	Town/Mid-Island B	14.00	18.00	28.57%
Airport/Mid Island C	17.00	22.00	29.41%	Town/Mid Island C	15.00	20.00	33.33%
Airport/Pocomo	25.00	31.00	24.00%	Town/Pocomo	25.00	31.00	24.00%
Airport/Polpis	21.00	27.00	28.57%	Town/Polpis	21.00	27.00	28.57%
Airport/Quaise	18.00	23.00	27.78%	Town/Quaise	18.00	23.00	27.78%
Airport/Quidnet	25.00	31.00	24.00%	Town/Quidnet	25.00	31.00	24.00%
Airport/Sankaty Head	24.00	31.00	29.17%	Town/Sankaty Head	28.00	35.00	25.00%
Airport/Shimmo	15.00	19.00	26.67%	Town/Shimmo	15.00	19.00	26.67%
Airport/Siasconset	20.00	27.00	35.00%	Town/Siasconset	24.00	30.00	25.00%
Airport/Tom Nevers	19.00	24.00	26.32%	Town/Tom Nevers	22.00	26.00	18.18%
Airport/Town	14.00	20.00	42.86%	Town/Airport	14.00	20.00	42.86%
Airport/Wauwinet	27.00	35.00	29.63%	Town/Wauwinet	27.00	35.00	29.63%
Airport/Cross Town Zone*	16.00	24.00	50.00%	Cross Town Zone/Airport	16.00	24.00	50.00%
Airport/Squam	30.00	38.00	26.67%	Town/Squam	30.00	38.00	26.67%
In-Town Rate for one (1) passenger	8.00	11.00	37.50%				
Airport Zone for one (1) passenger, or to leave airport line	14.00	18.00	28.57%				

*Cross Town Rate Only Applies To/From Nantucket Memorial Airport (Not Airport Zone)

CROSS-ISLAND FARES

To/From	Current Fare	Proposed Fare	% Change (increase)	Additional Charges	Current	Proposed	% Change (increase)	
Wauwinet/Siasconset	38.00	45.00	18.42%	Dogs (each)	2.00	4.00	100.00%	(driver's discretion)
Madaket/Siasconset	44.00	55.00	25.00%	Bicycles (each)	2.00	3.00	50.00%	at own risk
Wauwinet/Madaket	47.00	60.00	27.66%	Dirt road charge	3.00	5.00	66.67%	(driver's discretion)

	Current	Proposed	% Change (increase)
BAGGAGE: Two (2) bags per person are included in the above rates, an additional charge per bag in excess of two (2) bags	1.00	2.00	100.00%
HOURLY RATE: A pre-determined hourly rate may be charged **per hour**	60.00	90.00	50.00%
HOURLY RATE: A pre-determined hourly rate may be charged **per minute**.	1.00	1.50	50.00%
STAND-BY REQUESTS: May be charged at a rate of $1.00 per minute.	1.00	not included in the proposed taxi rates	
SENIOR CITIZEN RATE: Offered as a courtesy to year-round residents only; $2.00 discount on all fares for Senior Citizens 65 years +.	2.00	2.00	0.00%

	Current Hours	Proposed Hours
Late Night Fares: proposed to change hours but keep the same add $5.00 to all taxi fares	12:00AM-6:00AM	11:00PM-7:00AM

Additional new charges	Current	Proposed Fees
Accidental Cleaning Fee		150.00
Booking fee for reservations from Ferry		6.00
Booking fee for reservations from Airport		12.00

DOUBLES: Taxis may take multiple fares to different locations. Each party will be charged separately.

Please report any charges in excess of the above rates to the Nantucket Police Department (508-228-1212) giving the taxicab owner's name and the taxi operator's license number for identification.

THIS OPERATOR IS NOT AUTHORIZED TO CONDUCT TOURS

Willauer opened the public hearing. Pastor Donovan Kerr spoke in favor of the application and described the event geared toward the youth. Questions followed from the Board about logistics, the premises location and the recommendation that the organizers speak with other groups on logistics for public venues. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the application. Mr. Reinhard seconded. So voted unanimously.

11. Public Hearing to Consider Increasing Taxi Rates. Chairman Willauer opened the public hearing. David Barrett, an individual taxi owner, spoke in favor of the request of adding one dollar to all fares except the Town fare. A-1 Taxi representative Lisa Fisher provided examples of the effects of the recent increases in gas prices and suggested a gas surcharge rather than a rate increase in line with that of other service providers on the island as a more palatable change for the customer. Discussion followed on the need for services, the June 2005 date of the last increase and the increases of prices by other businesses. Taxi business owner Alvin Topham spoke in support of the request. Discussion continued on options available and the possibility of a provision to remove the surcharge if gas prices drop below $3. Steve Pignato spoke on availability of service and the effects of increasing rates. Mr. Kopko suggested approving a $1 surcharge for a six-month period, with a review at that time. Discussion followed on the need for flexibility of the surcharge and whether an increase has the same effect as a surcharge. Chairman Willauer closed the public hearing. Ms. Roggeveen moved to approve a taxi rate increase by one dollar exclusive of the "in-town rate" consistent with the proposal by Mr. Barrett to take effect July 1, 2007 and with the addition of a review at six months for a fuel charge subsidy. Mr. Reinhard seconded. So voted unanimously. Ms. Roggeveen seconded. So voted unanimously.

12. Public Hearing to Consider Amendments to Town of Nantucket Charter, Tour, Limousine Regulations. Chairman Willauer opened the public hearing. Brenda McDonough, Commission on Disability Facilitator, spoke in favor of the matter to provide on-demand accessible tour service for the disabled. She advised that the business would be available to the general public and that it would operate via a separate license and vehicle from an existing accessible taxi business. Ara Charder spoke on her tour service to disabled individuals and suggested a variance regarding vehicle size. Discussion followed on vehicle size, seat configuration and Town and state licenses. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the amendments as presented to include language regarding the accessible tour vehicle and operation. Mr. Roggeveen seconded. So voted unanimously.

13. Public Hearing to Consider Annual Increase to Landfill User Fees. Chairman Willauer opened the public hearing. DPW Director Jeff Willett stated that the increase is meant to offset an annual contractual increase by Waste Options. Discussion followed on customer concerns at the landfill, including hours, the scale waiting time, and possible negotiations with Waste Options on these items. Island resident Grant Sanders asked the Board to request that Mr. Willett seek a decrease in certain rates to alleviate dumping of large items on Land Bank property. Discussion followed. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the increase effective July 1, 2007. Mr. Chadwick seconded. So voted unanimously.

Town Administrator's Report. None.

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.

Agenda Item Summary

Agenda Item #	IX. 3.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Nantucket Island Management, LLC, 120 Wauwinet Road, License #00057-HT-0762***

Executive Summary

Nantucket Island Management, LLC is applying for an Alteration of Premises for a ***Seasonal Hotel All Alcohol*** Liquor License for ***DBA The Wauwinet Inn*** at ***120 Wauwinet Road***.

The Application requests an alteration in liquor storage location on the property as outlined in attached layout. Secure storage of alcohol is a required part of the premises description of a liquor license.

Staff Recommendation

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

Application must be approved by both the Local Licensing Authority (Select Board) and ABCC.

Background/Discussion

Requirements for Alteration of Premises:

- Planning Board Special Permit (if applicable)
- 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

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky







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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; Public Notice advertisement







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EDWARD FOLEY VAUGHAN
KEVIN F. DALE
RICHARD P. BEAUDETTE
BRYAN J. SWAIN

WILLIAM F. HUNTER
OF COUNSEL



Wednesday, March 30, 2022

VIA FEDERAL EXPRESS

Amy Baxter
Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 02554

Re: Nantucket Island Management, LLC
D/B/A THE WAUWINET INN
License No. 00057-HT-0762
120 Wauwinet Road
Nantucket, MA 02554

Dear Amy:

My office represents Nantucket Island Management, LLC, d/b/a The Wauwinet Inn, in the above-referenced matter. My client is seeking approval to amend the Wauwinet Inn's liquor license to add an existing storage shed and walk-in cooler located on the property as part of the licensed premises. The shed and walk-in cooler will be used for alcohol storage and can only be accessed by the Wauwinet Inn's employees.

Enclosed, please find the following:

1. Completed Alteration of Premises Application;
2. ABCC's Payment Receipt;
3. Financial Statement;

4. Corporate Vote of the Applicant;
5. The Applicant's Certificate of Title, evidencing it's right to occupy the Premises;
6. Proposed Site Plan, and
7. A check payable to "town of Nantucket", for the local filing fee.

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

Sincerely,

Bryan J. Swain, Esq.

Enc.
cc: Nantucket Island Management, LLC

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	00057-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	☐ 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: Nantucket Island Management, LLC
DBA: The Wauwinet Inn
Street Address: 120 Wauwinet Road Nantucket, MA
Zip Code: 02554
Manager: Eric 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

Adding a storage shed and walk-in cooler located on the property, shown as "Storage Shed", on the plan attached hereto, as part of the licensed premises, which shall be used for alcohol storage.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: 04/06/2022 Time:
Advertised: Yes ☒ No ☐ Date Published: 5/5/22 & 5/12/22 Publication: Inquirer & Mirror
Abutters Notified: Yes ☒ No ☐ Date of Notice: 3/18/22

Date APPROVED by LLA: 05/18/2022 **Decision of the LLA:** **Approves this Application**

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

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____
_____
_____
_____

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	00057-HT-0762

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

Add a storage shed and walk-in cooler located on the property, shown as "Storage Shed", on the plan attached hereto, as part of the licensed premises, which shall be used for alcohol storage.

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@vdhlaw.com'	508-228-4455

bryan@vdhlaw.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.

Add a storage shed and walk-in cooler located on the property, shown as "Storage Shed", on the plan attached hereto, as part of the licensed premises, which shall be used for alcohol storage.

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.

First Floor: Bar, Restaurant, Deck, Library, Two Public Rooms, Five Guest Rooms. Second Floor: Fifteen Guestrooms.Third Floor: Six Guest Rooms. Five Cottages. Storage Shed and Walk-in Cooler.

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: N/A

Proposed Street Address: See above

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.

see above

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 See Deed

Landlord Phone:

Landlord Email: bryan@vdhlaw.com C/O rick@vdhlaw.com

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): 0.00

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
N/A	
Total:	0.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, Steven 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.

Signature: Stephen R Karp Date: 4/6/2022

Title: By: Steven R. Karp, Manager of NED MANAGER LLC,
Manager of Nantucket Island Management, LLC

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 4/6/2022
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Steven 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,

Corporate Officer /LLC Manager Signature

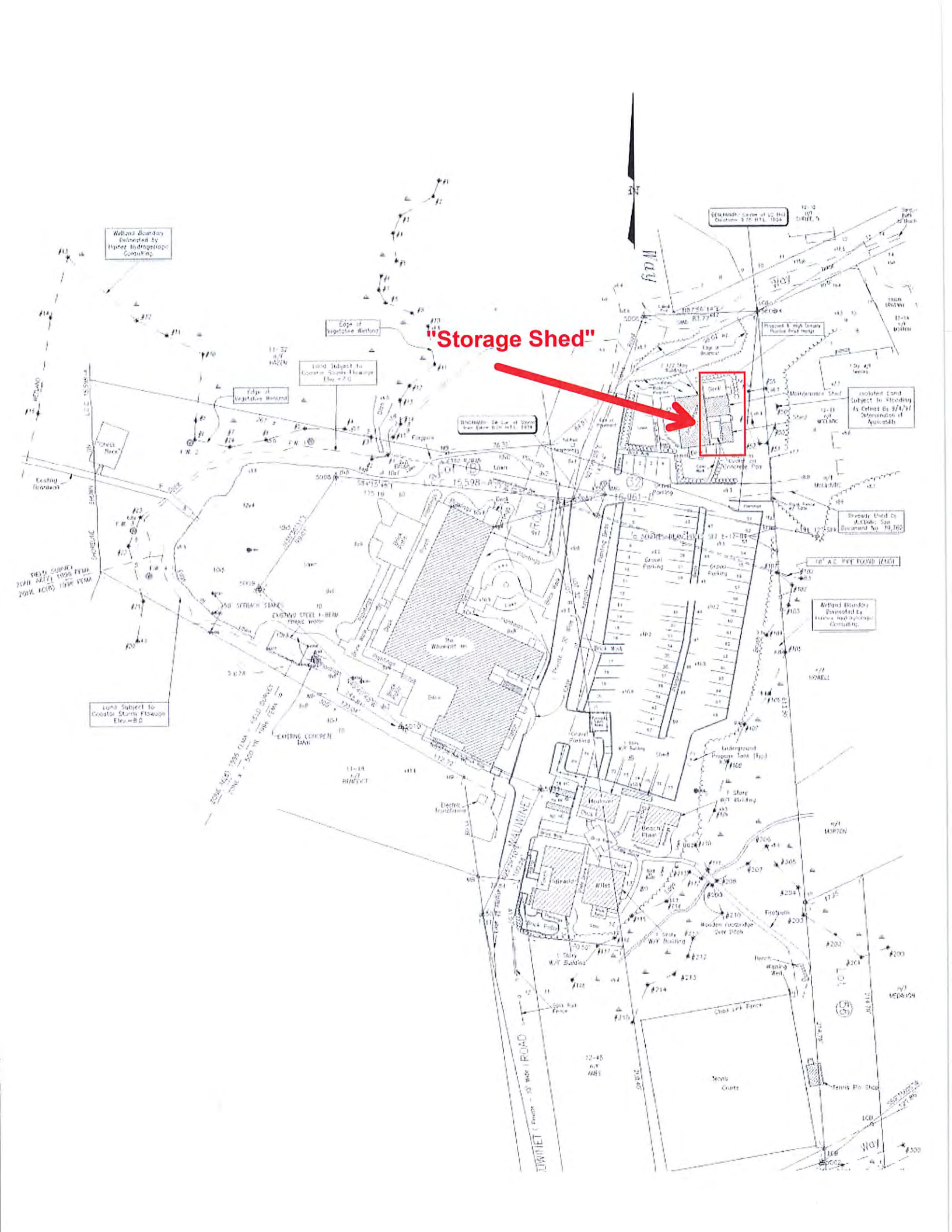
Steven R. Karp
(Print Name)

Manager, NED Manager, LLC
Manager, Nantucket Island Management, LLC

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)


"Storage Shed"

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
11	18		BENEDICT BRUCE W ETAL	C/O WILSON LYNNE	527 MIDDLESEX ROAD	DARIEN	CT	06820	116 WAUWINET RD
11	19		KING MAXWELL TRST ETAL		PO BOX 256	LIGONIER	PA	15658	114 WAUWINET RD
11	32		LITTLE CORNER LLC		122 WAUWINET RD	NANTUCKET	MA	02554	122 WAUWINET RD
12	45		HUDSON ALLISON		113 WAUWINET RD	NANTUCKET	MA	02554	113 WAUWINET RD
12	46		WAUWINET INN LLC	C/O NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA STE 3	BOSTON	MA	02116	115 WAUWINET RD
Count:	**5**								

LICENSE #: 00057-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: **THE WAUWINET INN**
PREMISES: **120 Wauwinet Rd. Nantucket, MA 02584**
MANAGER: **Eric Landt**

ON PREMISES DESCRIBED AS:
First Floor: Bar, Restaurant, Deck, Library, Two Public Rooms, Five Guest Rooms.
Second Floor: Fifteen Guestrooms.
Third Floor: Six Guest Rooms.
Five Cottages.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 16th day of March 2022.

Jason Bridges
Chair, Select Board

THIS LICENSE IS VALID BEGINNING APRIL 1, 2022

Agenda Item Summary

Agenda Item #	IX. 4.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Seasonal Hotel All Alcoholic Beverages Liquor License Application – BPC Manager, LLC dba The Brant, 6 & 8 North Beach Street and 4 Dolphin Court, Brian Chaisson, Manager.

Executive Summary

The Brant is a new Inn with 4 buildings at the above addresses. The property was formerly an Inn with no Liquor License. The application is for a Seasonal Hotel All Alcoholic Beverages License.

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 Brant is in the Brant Point Neighborhood and within walking distance of the majority of restaurants, shops and transportation for the island.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

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

- No written comments have been received.

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

- The Brant is in the Brant Point Neighborhood and within walking distance of the majority of restaurants, shops and transportation for the island. It formerly was the site for an Inn. There is no recent history of a Liquor License at this location.

The sort of operation that carries the license

The reputation of the applicant

Background/Discussion
The application is for a Hotel (On-Premise) Liquor License for room service across 4 buildings with a total of 26 guest rooms and a guests only lounge. There is no public restaurant or service on the premises.

Impact: Environmental ☐	**Fiscal ☐**	**Community☐**	**Other☐**
N/A			

Board/Commission Recommendation
N/A

Public Outreach
Public hearing advertised for two weeks in Inky

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

Attachments
New Liquor License ABCC Application







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: BPC Manager, LLC
DBA: The Brant
Street Address: 6 & 8 N Beach Street, 4 Dolphin Court Nantucket, MA
Zip Code: 02554
Manager: Brian Chaisson

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

The Brant will consist of 4 structures within the premise of 6 North Beach St., 8 North Beach St. and 4 Dolphin Court, Nantucket. 6 NB will consist of 8 guest rooms on 3 levels, 8 NB will consist of 8 guest rooms and 2 staff rooms on 3 levels, 4 Dolphin Ct. will consist of 8 guest rooms on 3 levels and The Barn will consist of 2 guest rooms and 800sq ft communal area of with bar, lounge, lockers and work space.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 04/29/2022 Time

Advertised Yes ☒ No ☐ Date Published 5/5/22 & 5/12/22 Publication Inquirer & Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice

Date APPROVED by LLA 05/18/2022 **Decision of the LLA** **Approves this Application**

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

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____
_____
_____
_____

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 Hotel	All Alcoholic Beverages	Seasonal

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

THE BRANT is the next island landmark. The Brant is a unique opportunity to be a part of Nantucket, boasting boutique luxury accommodations and amenities, at the premiere location on island. The Brant includes 26 modern rooms and 2 staff rooms. The property will be anchored by "The Barn", a newly-constructed 2-story communal building that will include a bar, lounge, lockers and work space. Service will be limited to The Brant guests only and not open to the public.

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: BPC Manager, LLC FEIN: [redacted]

DBA: The Brant Manager of Record: Brian Chaisson

Street Address: One Post Office Square, Boston, MA 02109

Phone: 617.451.0500 Email: bchaisson@anchorlinepartners.com

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 Brant will consists of 4 structures within the premise of 6 North Beach, 8 North Beach and 4 Dolphin Court, Nantucket. 6 NB will consist of 8 guest rooms on 3 levels, 8 NB will consist of 8 guest rooms and 2 staff rooms on 3 levels, 4 Dolphin Ct. will consist of 8 guest rooms on 3 levels and The Barn will consist of 2 guest rooms and 800 sqft communal area of with bar, lounge, lockers and work space. The premise sits on 18,977 sqft an enclosed lot.

Total Square Footage: 19,000 Number of Entrances: 4 Seating Capacity: TBD

Number of Floors: 3 Number of Exits: 4 Occupancy Number: TBD

4. APPLICATION CONTACT

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

Name: Kristi Amendolare Phone: 617.451.0500

Title: Executive Director of Operations Email: kristi@anchorlinepartners.com

5. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: 07/12/2021

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
Brian Chaisson	64 Walnut Hill Drive, Scituate	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Partner	25	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Andrew Maher	140 Montvale Rd, Weston	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Patner	25	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Michael Vaughn	947 East Broadway #10, South Boston	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Partner	30	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Christine McMahon	22 Cottage St, Wellesley	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Partner	20	○ 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
ALP PHOP MANAGER LLC	Restaurant	ALP PHOP MANAGER LLC / CRAFT FC	Waltham
The Brick and Beam	Restaurant	BKV Enterprises	Quincy
6a The Banshee	Restaurant	Nine Thirty Four Inc	Boston

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: Own

Landlord Name: The Brant Point Club LLC

Landlord Phone: 6174510500

Landlord Email: kristi@anchorlinepartners.com

Landlord Address: One Post Office Square, Boston, MA 02109

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

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	10,000,000.00
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	13,300,000.00
D. Total Cost	23,000,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
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.
Needham Bank	6,467,500	Acquisition loan	◉ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No

FINANCIAL INFORMATION

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

Four ownership interests above along with loan from Needham Bank.

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?

A. MANAGER INFORMATION

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

Proposed Manager Name: David Bowd

Date of Birth: [redacted]

SSN: [redacted]

Residential Address: 157 Commercial Street, Provicentown, MA 02657

Email: david@salthotels.com

Phone: [redacted]

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

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
01/01/2014	CURRENT	CEO	SALT HOTELS LLC	N/A

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: 4.22.22

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.

Salt Hotels has a 7 year management agreement in place to operate the property.

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
SALT HOTELS LLC	353 COMMERCIAL STREET, PROVI	9173401751

Name of Principal	Residential Address	SSN	DOB
DAVID BOWD	157 COMMERICAL STREET, PROVICENTOWN, MA 077	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
CEO AND COFOUNDER	95	○ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
KEVIN O'SHEA	157 COMMERICAL STREET, PROVICENTOWN, MA 077	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
CHIEF CREATIVE OFFICER AND COFOUNDER	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? ○ 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
SEE ATTACHED SHEET			

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
SEE ATTACHED SHEET			

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 06/01/22

e. Management Term End Date 06/01/29

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) 10
- ☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title: CEO and CO-FOUNDER

Date: 4.22.22

SALT
HOTELS

Additional Information for Q11A and 11B of BCP APPLICATION

ACTIVE
BOWD HOTELS LLC
Address of Location:
6 Conwell Street, Provincetown MA 02657
License Serial Number
03341-HT-1004

EHOPCO LLC
Address of Location:
90 Bradford Street, Provincetown MA 02657
License Serial Number
03229_HT-1004

SIOPCO LLC
Address of Location:
200 North Street, Kingston NY 12401
License Serial Number
03341-HT-1004

GREYSTONE MASTER TENANT, LLC
Address of Location:
1920 Collins Ave , Miami Beach Florida
License Serial Number
BEV2336074

PREVIOUS
1101 OCEAN AVE VENTURE LLC (NJ)
License – 1303-33-008-011

210 5TH AVENUE VENTURE URBAN RENEWAL (NJ)
License – 1303-36-069-002

CHEQUIT HOUSE LLC (NY)
LICENSE – B832414

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

2021 00170780
Cert: 28434 Doc: CERT
Registered: 08/26/2021 01:37 PM

July 19, 2021

TO WHOM IT MAY CONCERN:

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

BPC 4 DOLPHIN COURT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 12, 2021.**

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: **BPC MANAGER LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BPC MANAGER LLC, BRIAN R. CHAISSON, ANDREW J. MAHER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRIAN R. CHAISSON, ANDREW J. MAHER**

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

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

2021 00170785
Cert: 28435 Doc: CERT
Registered: 08/26/2021 01:37 PM

July 19, 2021

TO WHOM IT MAY CONCERN:

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

BPC 8 NORTH BEACH STREET LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 12, 2021.**

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: **BPC MANAGER LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BPC MANAGER LLC, BRIAN R. CHAISSON, ANDREW J. MAHER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRIAN R. CHAISSON, ANDREW J. MAHER**

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

Agenda Item Summary

Agenda Item #	IX. 5 & 6
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Annual Common Victualler with Hotel All Alcoholic Beverages Liquor License and Live Entertainment Application – VTT Nantucket Inn, LLC dba Nantucket Inn, One Miller Lane, Shawn Cioto, Manager.

Executive Summary

The applicant is the new management team for the Nantucket Inn, One Miller Lane. The property was purchased by VTT Nantucket Inn, LLC from previous Licensee The Finch Group Hotels & Resorts, Inc. The Application provides for management of the property by Scout Hotel and Resort Management, LLC.

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 Nantucket Inn is located at One Miller Lane across from the Nantucket Airport. The property was previously licensed as a Hotel with Liquor and Live Entertainment Licenses.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

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

- No written comments have been received.

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

- The Nantucket Inn is located at One Miller Lane across from the Nantucket Airport. The property was previously licensed as a Hotel with Liquor and Live Entertainment Licenses.

The sort of operation that carries the license

The reputation of the applicant

Background/Discussion

- The application is for the same type of licenses held by the former owner and management group – Common Victualler with Hotel All Alcoholic Beverages Liquor and Live Entertainment License.
- The new owner/management team plan to operate the property as is for this season and any future alterations will go through Planning board and Select Board as required.
- The Applicant is requesting an Annual License. The previous owner operated on a Seasonal basis for the Liquor License which is allowed from April 1 – January 15.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky

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

N/A

Attachments

New Liquor License ABCC Application; Town of Nantucket CV-Liquor-Entertainment Application; ABCC Summary Form; Nantucket Inn Liquor and Entertainment Licenses

VAUGHAN, DALE, HUNTER, BEAUDETTE AND SWAIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
WHALER'S LANE
P.O. BOX 659
NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455
FAX: (508) 228-3070

EDWARD FOLEY VAUGHAN
KEVIN F. DALE
RICHARD P. BEAUDETTE
BRYAN J. SWAIN

WILLIAM F. HUNTER
OF COUNSEL

RECEIVED
APR 25 2022
BY:

Monday, April 25, 2022

VIA Hand Delivery & Email

Amy C. Baxter
Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 02554
abaxter@police.nantucket-ma.gov

Re: VTT Nantucket Inn, LLC
Applications for Liquor, Common Victualler, and Entertainment Licenses
Nantucket Inn Hotel
One Miller Lane
Nantucket, MA 02554

Dear Amy:

My office represents VTT Nantucket Inn, LLC in the above-referenced matter. My client is applying for a new, annual, all alcoholic beverages, Innkeeper's Liquor License for the Nantucket Inn, located at One Miller Lane, Nantucket Town and County, Commonwealth of Massachusetts. Enclosed, please find the following:

1. Proof of Payment of the ABCC's Filing Fee;
2. Monetary Transmittal Form;
3. New Retail License Application;
4. Manager Application
5. Vote of the Applicant Entity;
6. Business Structure Documents;
7. CORI for the proposed manager and the individuals with a beneficial interest in the

license;

8. Proof of Citizenship for the Proposed Manager;
9. The Applicant's Massachusetts Land Court Certificate of Title, evidencing its Right to Occupy the Premises;
10. Floor Plans;
11. Abutter Notification;
12. Legal Notice and Advertisement;
13. TIPS Certification for the Proposed Manager,
14. The local Filing Fee.
15. A copy of its Management Agreement, and
16. Town of Nantucket's Entertainment and Common Victualler License Application.

Please let me know if you have any questions. I can be reach by email at bryan@vdhlaw.com or by phone at 508-228-4455.

Sincerely,

Bryan J. Swain, Esq.

Encl.
CC: VTT Nantucket Inn, LLC

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: VTT Nantucket Inn, LLC

DBA: Nantucket Inn

Street Address: One Miller Lane Nantucket, MA

Zip Code: 02554

Manager: Shawn Cioto

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

Hotel containing, Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, Service to Interior Rooms, Outdoor Pool.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 04/25/2022 Time

Advertised Yes ☒ No ☐ Date Published 5/5/22 & 5/12/22 Publication Inquirer & Mirror

Abutters Notified: Yes ☒ No ☐ Date of Notice 4/12/22

Date APPROVED by LLA 05/18/2022 **Decision of the LLA** Approves this Application

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

For Transfers ONLY:

Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____

_____

_____

_____

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 Hotel	All Alcoholic Beverages	Seasonal

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

The Applicant is seeking approval of an annual, all alcoholic beverages, liquor license, for the Nantucket Inn, a hotel located on Nantucket Island, that was formerly licensed as an Innkeeper. The Applicant seeks to license the property in the same manner in which it was previously licensed, including but limited to licensing the Bar, Lounge, Kitchen,Dining Room, Interior Pool, 1st & 2nd Floor Terraces, Function Rooms, Service to Interior Rooms, and Outdoor Pool.

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: VTT NANTUCKET INN LLC FEIN: [redacted]

DBA: Nantucket INN Manager of Record: Shawn Cioto

Street Address: 100 CONCORD ST., 3RD FLR., Framingham, MA 01702

Phone: 508 228-6900 Email: c/o rick@vdhlaw.com bryan @vdhlaw.com

Alternative Phone: 508-228-4455 Website: https://www.nantucketinn.net/

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.

Hotel containing, Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, Service to Interior Rooms, Outdoor Pool.

Total Square Footage: 22,500 Number of Entrances: 2 Seating Capacity: see additional space

Number of Floors: 2 Number of Exits: 10 Occupancy Number: see additional space

4. APPLICATION CONTACT

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

Name: Richard P. Beaudette and Bryan J. Swain Phone: 508-228-4455

Title: attorney Email: rick@vdhlaw.com; bryan@vdhlaw.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 09/07/2021

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
VAIOS T. THEODORAKOS	100 CONCORD ST., 3RD FLR. FRAMINGHAM, MA 017(	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Treasurer, secretary and director		◉ 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

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: 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

8. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	
Total:	0.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

N/A

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○ Yes ● No

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

To whom is the pledge being made? N/A

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Shawn A. Cioto Date of Birth: [redacted] SSN: [redacted]

Residential Address: 290 K Street, Apartment #2, Boston, MA, 02127

Email: shawn.cioto@gmail.com Phone: [redacted]

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
See	Attached	Work History		

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] Shawn Cioto Date: 4/14/22

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.

The Applicant has hired Scout Hotel and Resort Management, LLC d/b/a Maverick Hotels and Restaurants, to direct, supervise, manage and operate the Nantucket Inn as a professional third-party manager.

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
Scout Hotel and Resort Management, LLC d/b/a Maverick Hotels and Restaurants	217 CLINTON AVE, FALMOUTH, MA 02540	[redacted]

Name of Principal	Residential Address	SSN	DOB
Robert J. Habeeb	6N224 Circle Ave, Medinah, IL 60157	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Founder & CEO	37.5%	(●) Yes ( ) No	(●) Yes ( ) No	( ) Yes (●) No

Name of Principal	Residential Address	SSN	DOB
Robin Kirk	109 Kilby St, Hingham, MA 02043	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
President & Partner	32%	( ) Yes (●) No	(●) Yes ( ) No	(●) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB
Louis J Dodd	8740 Grant St, Burr Ridge, IL 60527	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
VP Treasury & Risk Management	22.5%	( ) Yes (●) No	(●) Yes ( ) No	( ) Yes (●) No

Name of Principal	Residential Address	SSN	DOB
John T. Grassle	96 Quissett Ave, Woods Hole, MA	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Chief Investment Officer	8%	( ) 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
N/A			

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 [X] No [ ] If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
All individuals listed above	HOTEL	Harborview Hotel, Hotel License	EDGARTOWN
All individuals listed above	HOTEL	Kelley House, Hotel License	EDGARTOWN
All individuals listed above	HOTEL	Sea Crest Beach Hotel	FALMOUTH

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 [X] 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
Harborview Hotel, Hotel License	HOTEL	EDGARTOWN	ended in 2018
Kelley House, Hotel License	HOTEL	EDGARTOWN	ended in 2020
Sea Crest Beach Hotel	HOTEL	FALMOUTH	

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 [X] 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
N/A			

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes [X] No [ ]

b. Will the licensee retain control of the business finances? Yes [X] No [ ]

c. Does the management entity handle the payroll for the business? Yes [X] No [ ]

d. Management Term Begin Date: May 1, 2022

e. Management Term End Date: May 1, 2027, with two (2) Five (5) year extensions.

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)
- [X] % of overall sales (indicate percentage): 3% of Total Operating Revenue & of 20% Net Operating Income
- [X] other (please explain): $2,500/month for accounting, $1,000.00/month for Revenue Managment,

ABCC Licensee Officer/LLC Manager

Signature:

Title: VTT Management, Inc., Manager, VTT Nantucket Inn, LLC by Vaios Theodorakos, President, Treasurer, Seretary

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title: Robin Kirk, Manager

Date:

ADDITIONAL INFORMATION

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

- Seating Capacity in Restaurant: +/-154 plus +/-16 at the bar
- Seating Capacity in Lobby Lounge: +/-25 plus +/-8 at the bar
- Seating Capacity on Terraces: +/-160 on Main Terrace, +/-56 on Secondary Terrace

See Chart for Function Space Seating and Capacity

Name of Room	Nobadeer Ballrom	Siasconset Room	Siasconset A	Siasconset B	Madaket Room
Dimensions	44 x 49	42 x 17	21 x 17	21 x 17	20 x 17
Square Feet	2,156	714	357	357	340
Conference			20	20	20
Banquet	140	40	20	20	20
Theatre	150	40	20	20	20
Classroom	125	35	20	20	20
Reception	150	40			

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

VTT Nantucket Inn LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

_____

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: July 28, 2021

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Real property development and management

(5) The business address of its principal office:

100 Concord Street, 3rd Floor, Framingham, MA 01702

(6) The business address of its principal office in the Commonwealth, if any:

100 Concord Street, 3rd Floor, Framingham, MA 01702

(7) The name and business address, if different from principal office location, of each manager:

VTT Management, Inc. — 100 Concord Street, 3rd Floor, Framingham, MA 01702

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

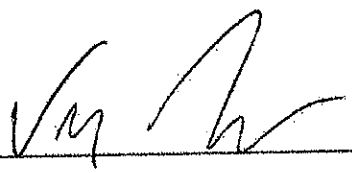
NAME	ADDRESS
Vaios T. Theodorakos	100 Concord Street, 3rd Floor Framingham, MA 01702

(9) The name and street address of the resident agent in the Commonwealth:

Corporation Service Company	84 State Street Boston, MA 02109

(10) The latest date of dissolution, if specified: None

(11) Additional matters:

Signed by *(by at least one authorized signatory)*: 

I Corporation Service Company, resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

** Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.*

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VTT NANTUCKET INN LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF SEPTEMBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VTT NANTUCKET INN LLC" WAS FORMED ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

6123056 8300

SR# 20213177742

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204095414

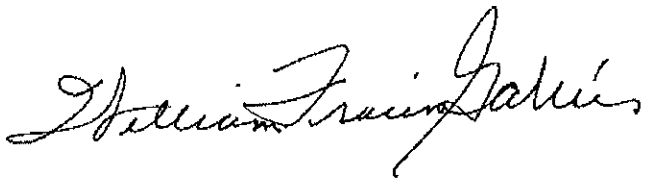
Date: 09-07-21

MA SOC Filing Number: 202173291230 Date: 9/7/2021 2:36:00 PM

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:

September 07, 2021 02:36 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report
(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001116723

1. Exact name of the corporation: VTT MANAGEMENT INC.

2. Jurisdiction of Incorporation: State: NC Country: USA

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: CORPORATION SERVICE COMPANY
No. and Street: 84 STATE ST.
City or Town: BOSTON State: MA Zip: 02109 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 4001 MERIWETHER ROAD
City or Town: DURHAM State: NC Zip: 27704 Country: USA

6. Provide the name and business street address of the officers and of all the directors of the corporation:
(A president, treasurer, secretary and at least one director are required.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	VAIOS T. THEODORAKOS	100 CONCORD STREET, SUITE 3E FRAMINGHAM, MA 01702 USA
TREASURER	VAIOS T. THEODORAKOS	100 CONCORD STREET, SUITE 3E FRAMINGHAM, MA 01702 USA
SECRETARY	VAIOS T. THEODORAKOS	100 CONCORD STREET, SUITE 3E FRAMINGHAM, MA 01702 USA
VICE PRESIDENT	MICHEAL T. REED	100 CONCORD STREET, SUITE 3E FRAMINGHAM, MA 01702 USA
DIRECTOR	VAIOS T. THEODORAKOS	100 CONCORD STREET, SUITE 3E FRAMINGHAM, MA 01702 USA

7. Briefly describe the business of the corporation:

REAL ESTATE INVESTMENT AND PROPERTY MANAGEMENT

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments *Num of Shares*	 *Total Par Value*	Total Issued and Outstanding *Num of Shares*
CNP	$0.00000	100	$0.00	100

9. Check here if the stock of the corporation is publicly traded: __

10. Report is filed for fiscal year ending: 12/31/ 2020

Signed by VAIOS T. THEODORAKOS , its PRESIDENT
on this 23 Day of November, 2020

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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

Annual Report
(General Laws, Chapter)

Identification Number: 001042227

Annual Report Filing Year: 2019

1.a. Exact name of the limited liability company: SCOUT HOTEL AND RESORT MANAGEMENT LLC

1.b. If different, the name under which it does business in the Commonwealth:

2. The Limited Liability Company is organized under the laws of: State: DE Country: USA
The date of its organization is: 10/07/2010

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
HOTEL MANAGEMENT COMPANY

4. Location of its principal office:
No. and Street: 217 CLINTON AVE
City or Town: FALMOUTH State: MA Zip: 02540 Country: USA

5. The business address of its principal office in the Commonwealth, if any:
No. and Street: 217 CLINTON AVE
City or Town: FALMOUTH State: MA Zip: 02540 Country: USA

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	ROBIN A. KIRK	29 MEMASKET RD. FALMOUTH, MA 02540 USA

7. 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	ROBIN A. KIRK	29 NEMASKET RD. FALMOUTH, MA 02540 USA

8. Name and address of the Resident Agent:
Name: ROBIN A. KIRK

No. and Street:	29 NEMASKET ROAD				
City or Town:	FALMOUTH	State: MA	Zip: 02540	Country: USA	

9. If the foreign limited liability company has a specific date of dissolution, the latest date on which the limited liability company is to dissolve:

10. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2021,
JOHN T. GRASSLE **, Signature of Authorized Signatory.**

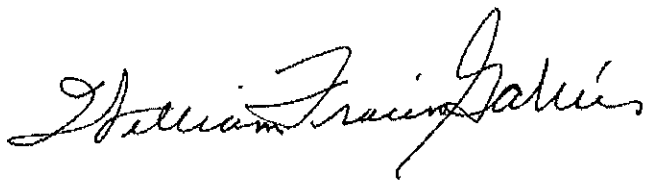
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THE COMMONWEALTH OF MASSACHUSETTS

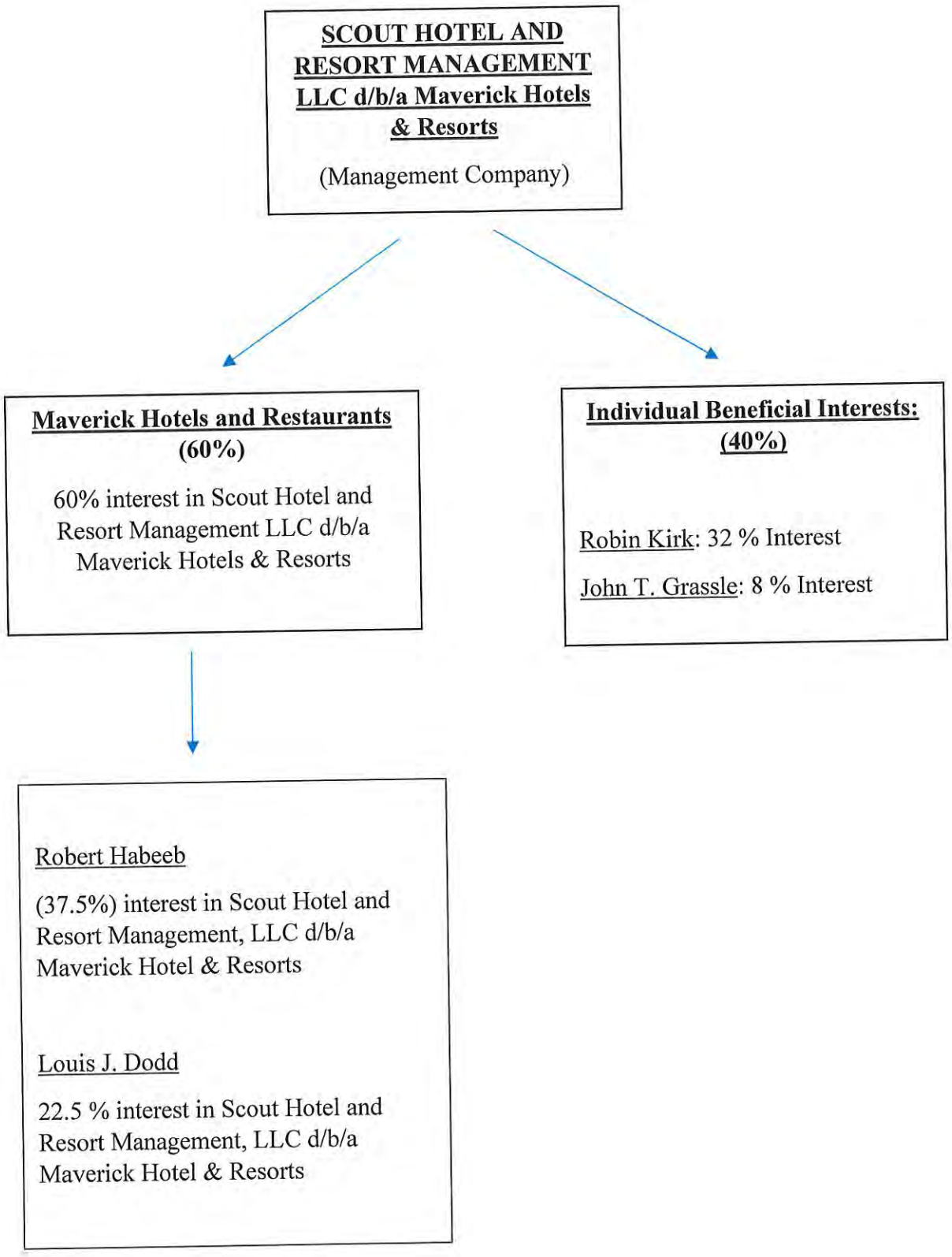
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 09, 2021 04:26 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth


SCOUT HOTEL AND RESORT MANAGEMENT LLC d/b/a Maverick Hotels & Resorts
(Management Company)
Maverick Hotels and Restaurants (60%)
60% interest in Scout Hotel and Resort Management LLC d/b/a Maverick Hotels & Resorts
Individual Beneficial Interests: (40%)
Robin Kirk: 32 % Interest
John T. Grassle: 8 % Interest
Robert Habeeb
(37.5%) interest in Scout Hotel and Resort Management, LLC d/b/a Maverick Hotel & Resorts
Louis J. Dodd
22.5 % interest in Scout Hotel and Resort Management, LLC d/b/a Maverick Hotel & Resorts

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
68	51		ZADROGA GERALD JR & REBECCA		12 NOBADEER WAY	NANTUCKET	MA	02554	12 NOBADEER WY
68	54		CONLON RAYMOND P TRUSTEE	THE REPEATER TRUST	PO BOX 1057	NANTUCKET	MA	02554	21 AIRPORT RD
68	55		CONLON RAYMOND A TRUSTEE	THE REPEATER TRUST	PO BOX 1057	NANTUCKET	MA	02554	23 AIRPORT RD
68	114		BALLING DANIEL B		66 FAIRGROUNDS RD	NANTUCKET	MA	02554	11 NOBADEER WY
68	115		KNISKERN MELISSA A ETAL		10 NOBADEER WY	NANTUCKET	MA	02554	10 NOBADEER WY
68	116		ROCKETT JOHN F		9 NOBADEER WY	NANTUCKET	MA	02554	9 NOBADEER WY
68	117		ESCOBAR MAYRA E ETAL		8 NOBADEER WY	NANTUCKET	MA	02554	8 NOBADEER WY
68	118		MANNING AMY E		7 NOBADEER WY	NANTUCKET	MA	02554	7 NOBADEER WY
68	120		GLOWACKI KIM		155 SURPLUS ST	DUXBURY	MA	02332	3 MILLER LN
68	172		DALY JOHN J		PO BOX 2076	NANTUCKET	MA	02584	6 NOBADEER WY
68	174		MCLAUGHLIN LYNN		40 FAIRVIEW AVE	NATICK	MA	01760	OLD SOUTH RD
68	210		EGAN CYNTHIA ETAL		PO BOX 3012	NANTUCKET	MA	02584	OLD SOUTH RD
68	723		KEOGAN CHRISTOPHER S		1A FREEDOM SQUARE	NANTUCKET	MA	02554	8 MILLER LN
68	757		OSHEA ANDREW G		PO BOX 2262	NANTUCKET	MA	02584	10 MILLER LN
78	1		NANTUCKET TOWN OF	NANTUCKET AIRPORT	16 BROAD ST	NANTUCKET	MA	02554	14 AIRPORT RD
Count:	**15**								

LICENSE #: 00080-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: **The Finch Group Hotels & Resorts, Inc.**
DBA: **NANTUCKET INN**
PREMISES: **One Millers Way Nantucket, MA 02554**
MANAGER: **Scott Thomas**

ON PREMISES DESCRIBED AS:
Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, Service to Interior Rooms, Outdoor Pool.

ELECTRONIC COPY

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.

2021

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

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

Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE IS VALID BEGINNING APRIL 1, 2021

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

TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

APPLICANT

RECEIVED
APR 25 2022
BY:

Primary Contact Name Bryan J. Swain

Title Attorney

Company name VTT Nantucket Inn, LLC

DBA Nantucket Inn

Primary Phone 508 228-6900

Primary E-mail bryan@vdhlaw.com

Primary Mailing Address 1 -3 Miller Lane, Nantucket, MA 02554

License Manager (if different than Primary) Shawn Cioto

Manager Cell Phone 781-956-9352

Manager E-mail shawn.cioto@gmail.com

PREMISES

Licenses Applying For: ☑ LIQUOR ☑ COMMON VICTUALLER ☑ ENTERTAINMENT

Address of Establishment: 1-3 Miller Lane, Nantucket, MA 02554

Description of Premises:

The Nantucket Inn, a hotel that has been operating on the island for almost 30 years, containing 100 hotel rooms, Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, and Outdoor Pool, located at 1-3 Miller Lane, Nantucket, MA 02554.

Total Sq. Footage: 22,500

# of Exits 10

# of Entrances 2

Proposed Seating Capacity Interior

See Charts attached

Proposed Seating Capacity Exterior

See Charts

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

If Yes, What was the former Business/Occupant? N/A

Is there a Special Permit or any Planning Board Decision involving the property? ☑ YES ☐ NO

(If Yes, Please Include a copy with the application)

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

Minor updating to the interior; no substantial changes that would require releift from the board of appeals or planning board.

TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

COMMON VICTUALLER LICENSE APPLICATION

DBA Nantucket Inn

Address of Proposed Licensed Premises 1-3 Miller Lane, Nantucket, MA 02554

Date of Plan Review Submission to Health Department (Please Include a copy with this application):

Please Describe Plan for Food Services (i.e. Breakfast, Brunch, Lunch, Sinner, Late Night Menu, Raw Bar, Take-out, etc.)
(Please include a copy of a sample menu)

Breakfast, Brunch, Lunch, Dinner, and Room Service.

Please Describe Food Service Premises to include Seating Area (Banquets, high-tops, etc.); Take-out Counter; Grab and Go Coolers, etc.

Seated service in dining room at tables, bar, and respective outdoor terraces. Additional service, service in the following rooms: special event rooms, Bar, Lounge, Kitchen, Dining Room, Interior Pool, Function Rooms, and Outdoor Pool.

Hours of Operation for Food Service: Mon. 9am to 11 pm Tues. 9am to 11 pm Wed. 9am to 11 pm Thurs. 9am to 11 pm

Fri. 9am to 11 pm Sat. 9am to 11 pm Sun. 9am to 11 pm

Has Applicant applied for or managed any other Nantucket CV Licenses in the past 10 years? ☐ Yes ☑ No

If Yes, Please List Establishments and Dates:

ADDITIONAL REQUIREMENTS

Please Include the following with your CV Application:

- Health Department Plan Review
- Sample Menu
- Floor Plan to include Exterior Premises if applicable
- Any Decisions related to Food Service/Premises to include: Special Permits; HDC Approval; Planning Board or Zoning Reviews

Fees Due with CV Application:

- ~~$20~~ Application Fee (Made Payable to Town of Nantucket)
- ~~$277.60~~ Legal Notice Fee (Made Payable to Inquirer & Mirror)

TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ENTERTAINMENT LICENSE

SELECT ENTERTAINMENT LEVEL BELOW:

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

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

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

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

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

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

The Applicant desires to use the Nantucket Inn Establishment in the same manner in which it was previously licensed, including but not limited to using the Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, Service to Interior Rooms, Outdoor Pool for entertainment.

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

(Include Floor Plan with Location of Live Music Highlighted)

Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, outdoor pool

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

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

Same as previously approved

Entertainment Hours Interior:	Mon. 8am - 11pm	Tues. 8am - 11pm	Wed. 8am - 11pm	Thurs. 8am - 11pm
	Fri. 8am - 11pm	Sat. 8am - 11pm	Sun. 8am - 11pm	
Entertainment Hours Exterior:	Mon. 8:00 to 10:00	Tues. 8:00 to 10:00	Wed. 8:00 to 10:00	Thurs. 8:00 to 10:00
	Fri. 8:00 to 10:00	Sat. 10:00 to 10:00	Sun. 10:00 to 10:00	

TOWN OF NANTUCKET

NEW LICENSE APPLICATION

LIQUOR * COMMON VICTUALLER * ENTERTAINMENT

ADDITIONAL INFO

DBA Nantucket Inn

Premises Address 1-3 Miller Lane

License Applied For Liquor, Entertainment, CV

Proposed License Manager Shawn Cioto

ADDITIONAL INFORMATION

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

- Seating Capacity in Restaurant: +/-154 plus +/-16 at the bar
- Seating Capacity in Lobby Lounge: +/-25 plus +/-8 at the bar
- Seating Capacity on Terraces: +/-160 on Main Terrace, +/-56 on Secondary Terrace

See Chart for Function Space Seating and Capacity

Name of Room	Nobadeer Ballrom	Siasconset Room	Siasconset A	Siasconset B	Madaket Room
Dimensions	44 x 49	42 x 17	21 x 17	21 x 17	20 x 17
Square Feet	2,156	714	357	357	340
Conference			20	20	20
Banquet	140	40	20	20	20
Theatre	150	40	20	20	20
Classroom	125	35	20	20	20
Reception	150	40			

NANTUCKET INN

All-American Breakfast Buffet

$22 / person

Cold

Assorted Fresh Fruit

Daily Selection of Baked Goods

Yogurt & Granola

Assorted Cereals

Hot

Scrambled Eggs

Pancakes or French Toast

Waffle Bar

Potato Hash

Bacon or Sausage

Beverages

Coffee & Decaf Coffee
Assorted Teas
Orange Juice
Grapefruit Juice
Cranberry Juice

NANTUCKET INN

All Day Dining

Raw Bar

Oysters	Market
Shrimp	Market
Little Neck Clams	Market
Crab Claws	Market

Cold Small Plates

Bluefish Pate 15
pickles and toast points

Caesar Salad 15
Add grilled chicken ($4) or shrimp ($6)

Little Gem Salad 15
Avocado, Pine Nuts, Pickled Red Onion & lemon vinaigrette

Basket of potato chips 10
House-made w/ smokey pimento cheese dip

Hot Small Plates

Warm Olives 10
w/ rosemary and citrus zest

Fried Brussel Sprouts 15
w/ Ginger Soy Dipping Sauce

Steamed Mussels 19
In garlic, white wine, and butter broth w/ sourdough

'Finan Haddie' Chowder 18
A traditional smoked haddock chowder

Hand Helds*

Avocado, Bacon, Lettuce, and Tomato 19

Nantucket Inn Burger 23
w/ gruyere and sautéed onion

Fried Chicken Sandwich 19
w/ pickled slaw on toasted roll

Lobster Roll 39

*All sandwiches served with house potato chips unless otherwise specified.

Mains

Fish & Chips 32
w/ pickled slaw

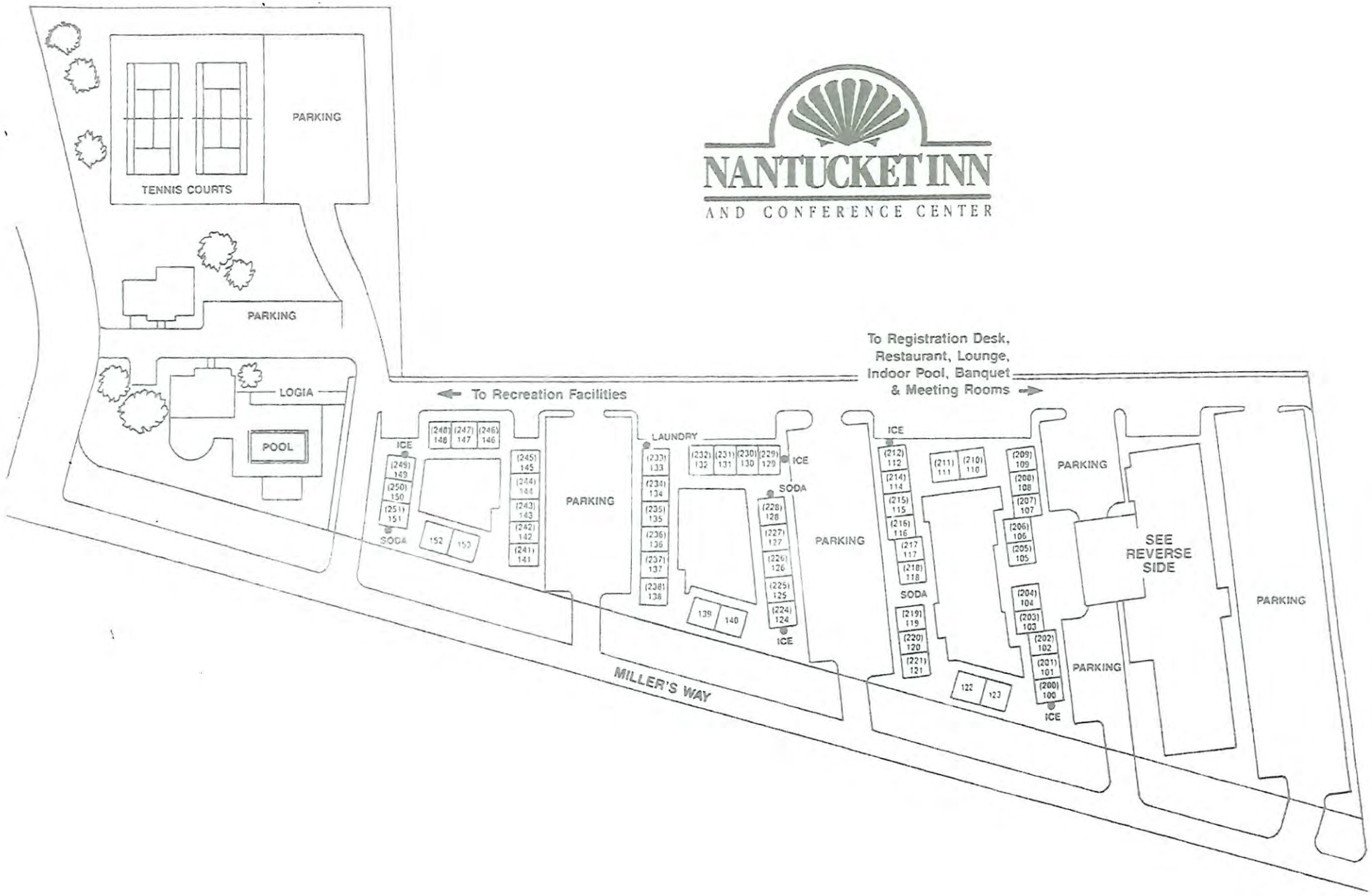
Fried Clams 36
w/ French fries & pickled slaw

Grilled or Pan Roasted Fish of the Day 42
Seasonally available fish served seasonal vegetable

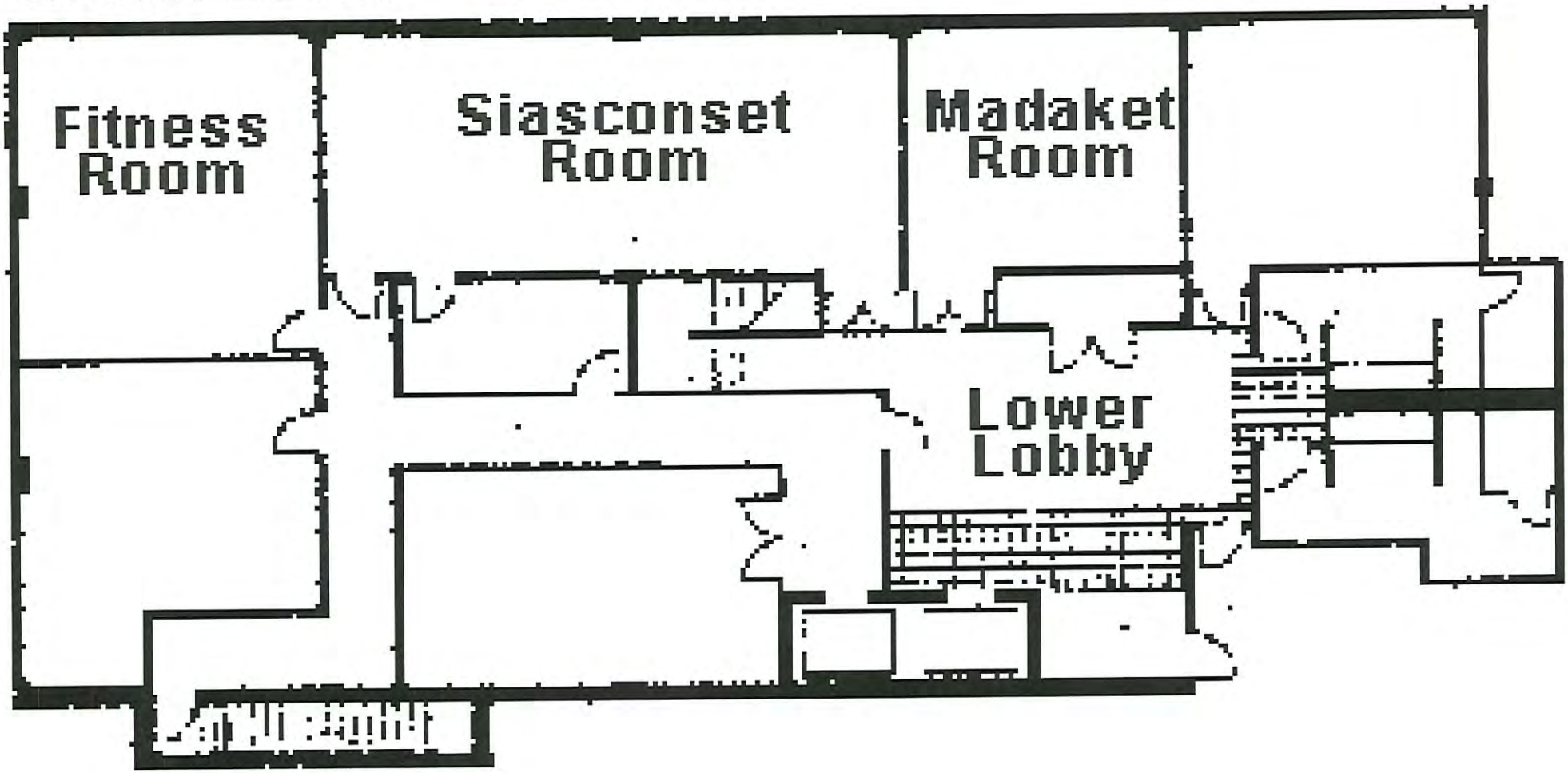
Summer Pasta 29
w/ seasonally available vegetables

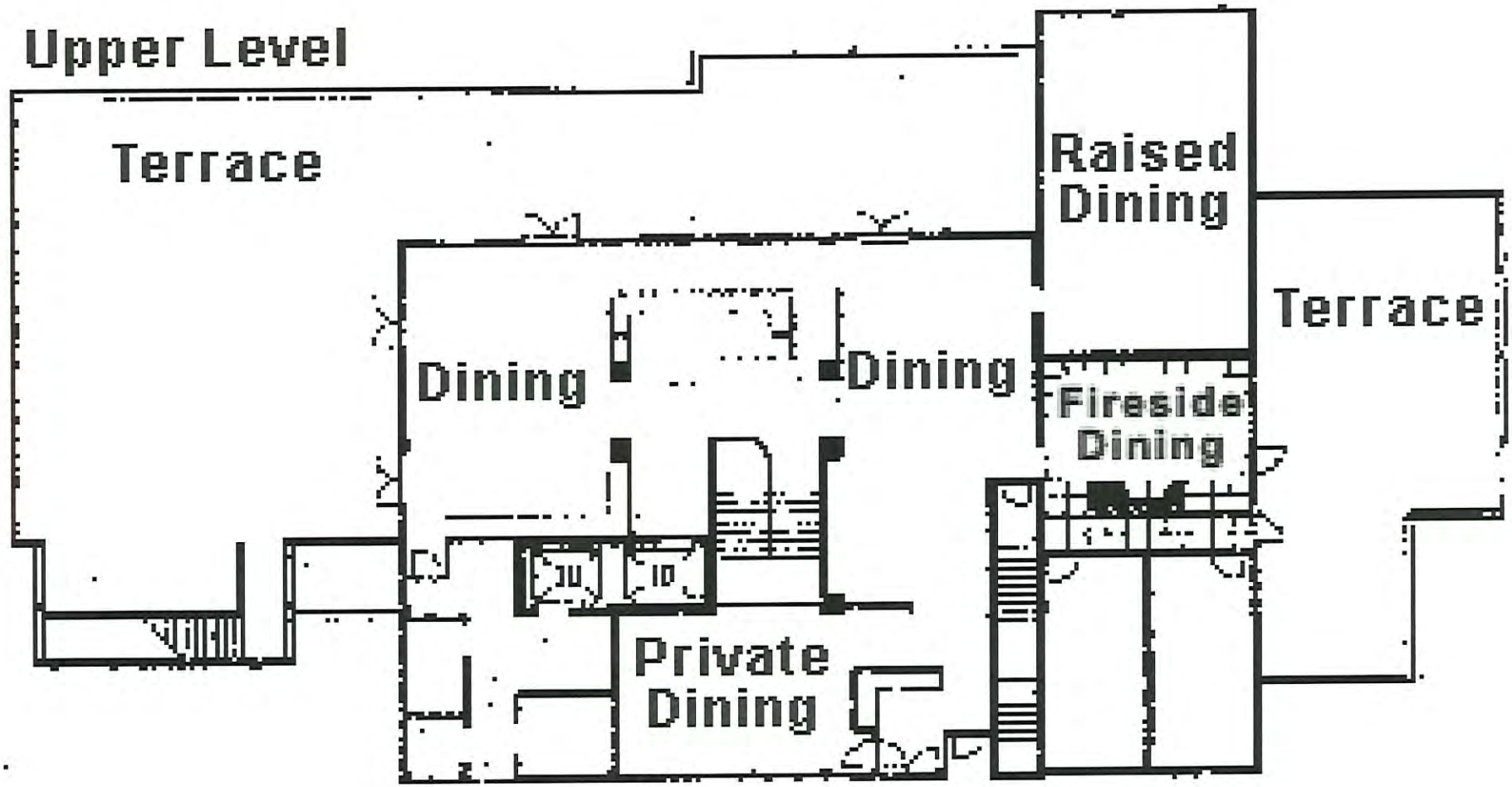
Steak Frites 44
w/ Chimichurri Sauce

Roasted Chicken 36
w/ roasted potatoes and seasonal vegetable


NANTUCKET INN
AND CONFERENCE CENTER
TENNIS COURTS
PARKING
PARKING
LOGIA
POOL
To Recreation Facilities
To Registration Desk,
Restaurant, Lounge,
Indoor Pool, Banquet
& Meeting Rooms
ICE
SODA
LAUNDRY
PARKING
SEE
REVERSE
SIDE
MILLER'S WAY

Lower Level




Upper Level
Terrace
Raised
Dining
Terrace
Dining
Dining
Fireside
Dining
Private
Dining

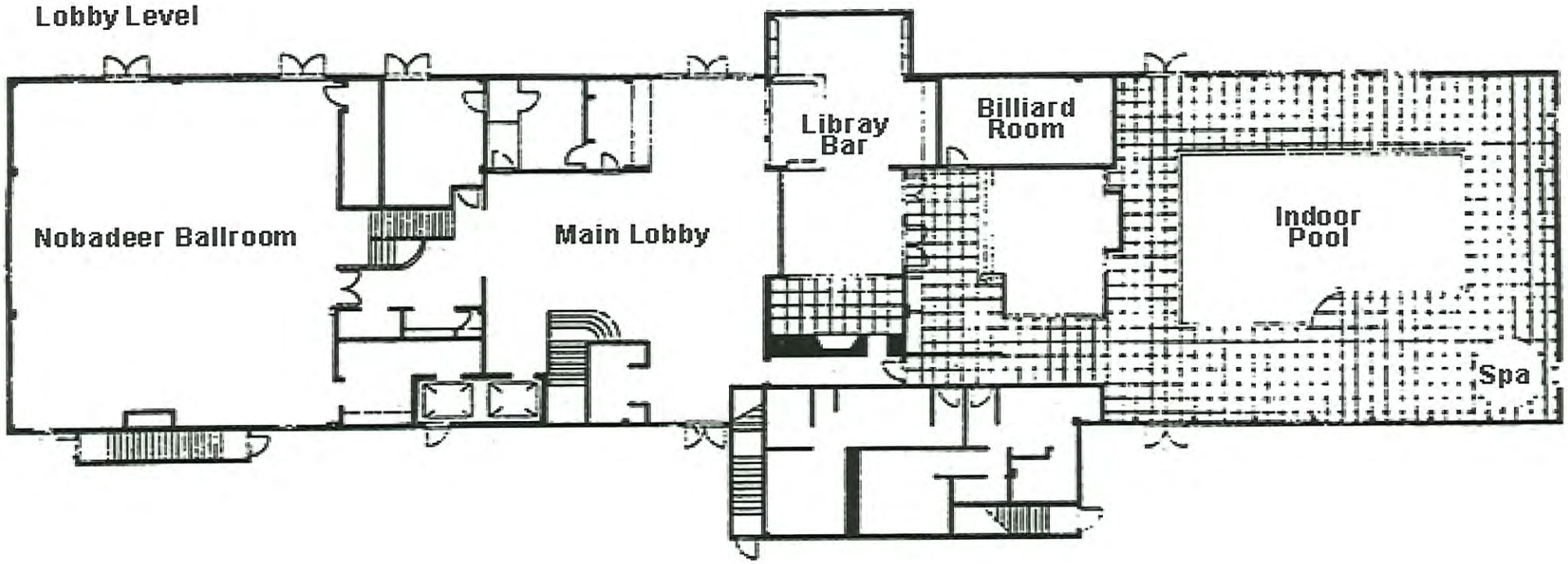
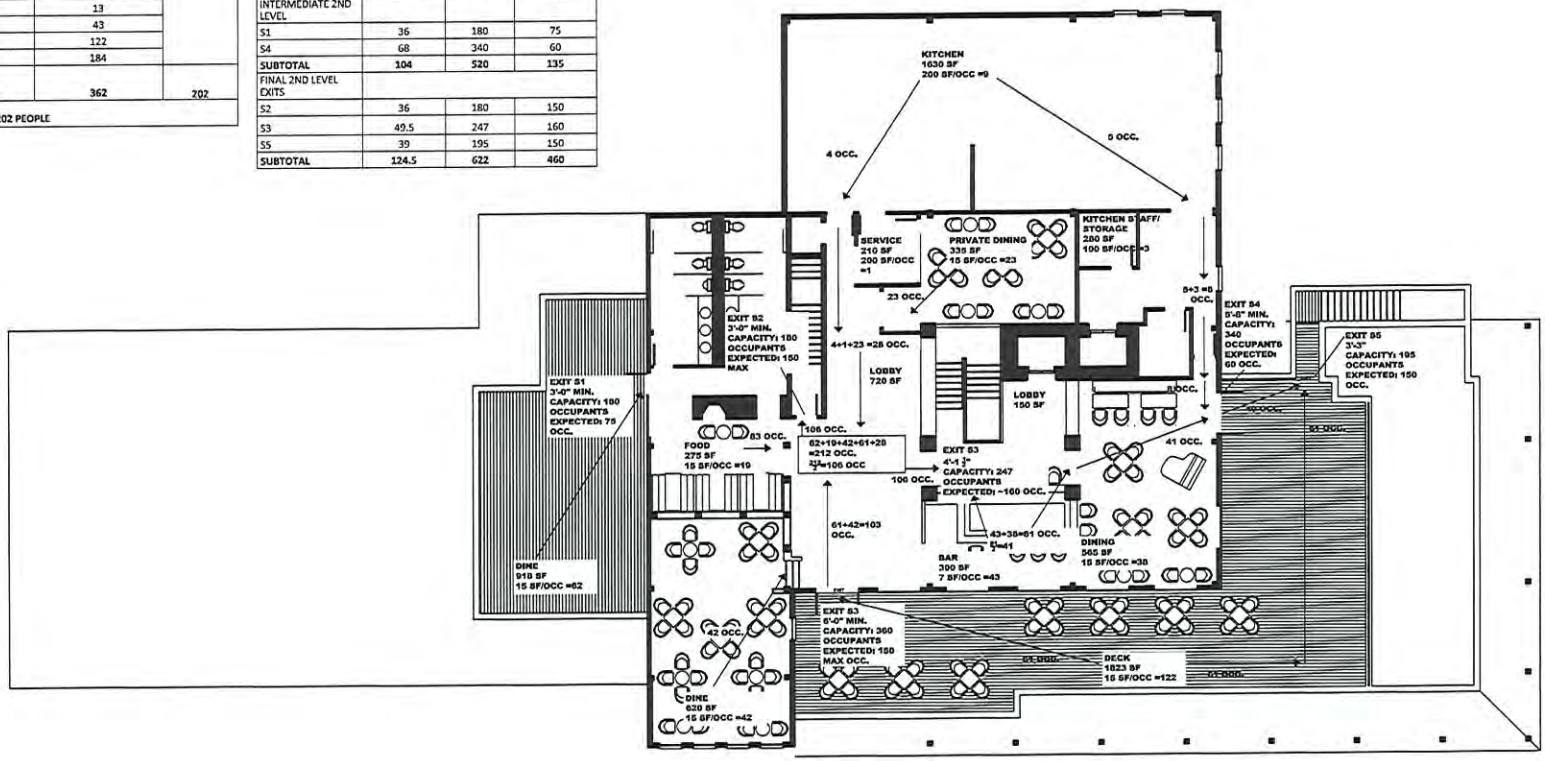

Lobby Level
Nobadeer Ballroom
Main Lobby
Libray
Bar
Billiard
Room
Indoor
Pool
Spa

TABLE 6. OCCUPANT LOAD SECOND LEVEL

	LAYOUT PLAN LOAD	CODE OCCUPANCY LOAD	CURRENT COI
SECOND LEVEL			
KITCHEN/STAFFING	3	13	
BAR	13	43	
DINING	74	122	
DECK DINING	28	184	
SUBTOTAL SECOND LEVEL	118	362	202
REQUESTED OCCUPANCY SECOND LEVEL: 202 PEOPLE			

TABLE 7. EXITS SECOND LEVEL

EXITS	WIDTH (IN)	EXIT CAPACITY (0.2 IN/OCC)	EXIT ANTICIPATED LOAD
INTERMEDIATE 2ND LEVEL			
S1	36	180	75
S4	68	340	60
SUBTOTAL	104	520	135
FINAL 2ND LEVEL EXITS			
S2	36	180	150
S3	49.5	247	160
S5	39	195	150
SUBTOTAL	124.5	622	460



SECOND LEVEL PLAN

NOTES:

1. THE BUILDING DIMENSIONS ARE BASED ON FIELD DIMENSIONS BY JOHN NEWMAN DESIGN AND PROVIDED DRAWINGS.
2. IT IS PRESUMED THAT THE BUILDING AND GROUNDS COMPLIED WITH THE BUILDING CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
3. NANTUCKET INN HAD COI 272-15 WITH (A) USE GROUP A-2 FOR RESTAURANT/KITCHEN/STORAGE AND (B) USE GROUP A-3 FOR INDOOR SWIMMING POOL WITHOUT SPECTATOR SEATING. NANTUCKET INN WINDSONG RESTAURANT HAD COI 281-15 FOR THE 2ND LEVEL WITH USE GROUP A-3 AND AN ALLOWABLE OCCUPANT LOAD OF 202 PEOPLE.
4. OCCUPANCY BASED ON FLOOR AREA WAS DETERMINED WITH TABLE 1004.1.2 FROM 780 CMR.
6. EXIT CAPACITY IS DETERMINED FROM TABLE 1005.1 FROM 780 CMR.
7. THE NANTUCKET INN IS A SPRINKLED BUILDING.
8. THIS EVALUATION IS LIMITED TO AN ASSESSMENT OF OCCUPANCY BASED ON FLOOR AREAS, USAGE, AND EXIT CAPACITY.
9. SEE SHEETS- DA-001 AND -DA-002 FOR BASEMENT AND MAIN LEVEL PLANS, RESPECTIVELY.

ASSESSORS MAP # 68 , PARCEL # 800

SCALE: 1/8" = 1'-0"

NANTUCKET INN

1 MILLER'S LANE, NANTUCKET, MA

SECOND LEVEL OCCUPANCY & EGRESS EVALUATION

STOVER ENGINEERING & CONSTRUCTION, INC.

NANTUCKET, MASSACHUSETTS

DRAWING NO: 131861-DA-003-1

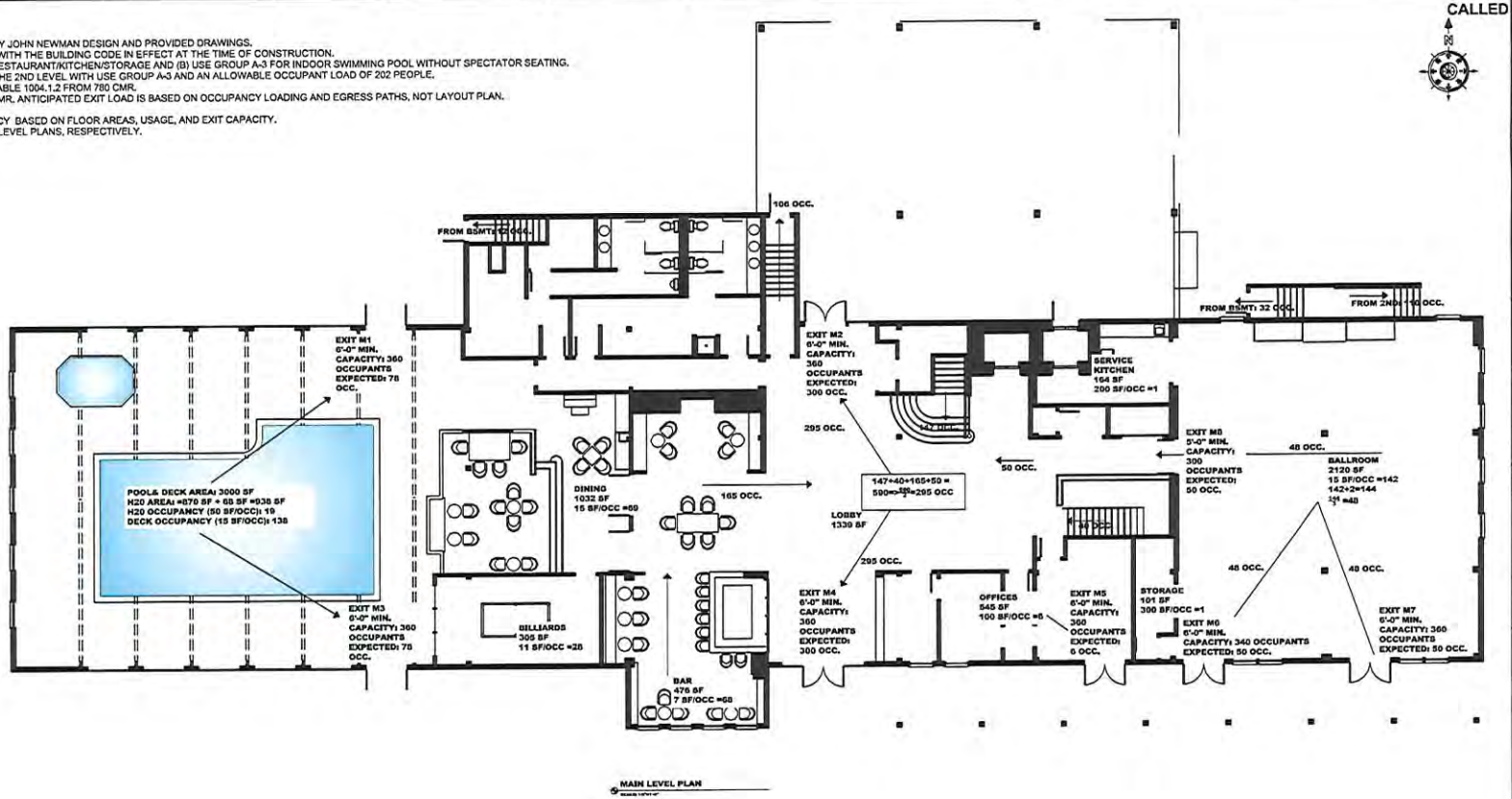
ISSUE	DESCRIPTION	APPR	DATE
4			
3			
2			
1	ISSUED FOR PERMITTING	JHS	3/20/17

ASSOCIATE TITLE | CORRECT | DATE

RESPONSIBLE ENGINEER: DAVITT J NEWMAN P.E. M/PENG

NOTES:

1. THE BUILDING DIMENSIONS ARE BASED ON FIELD DIMENSIONS BY JOHN NEWMAN DESIGN AND PROVIDED DRAWINGS.
2. IT IS PRESUMED THAT THE BUILDING AND GROUNDS COMPLIED WITH THE BUILDING CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
3. NANTUCKET INN HAD COI 272-15 WITH (A) USE GROUP A-2 FOR RESTAURANT/KITCHEN/STORAGE AND (B) USE GROUP A-3 FOR INDOOR SWIMMING POOL WITHOUT SPECTATOR SEATING. NANTUCKET INN WINDSONG RESTAURANT HAD COI 281-15 FOR THE 2ND LEVEL WITH USE GROUP A-3 AND AN ALLOWABLE OCCUPANT LOAD OF 202 PEOPLE.
4. OCCUPANCY BASED ON FLOOR AREA WAS DETERMINED WITH TABLE 1004.1.2 FROM 780 CMR.
6. EXIT CAPACITY IS DETERMINED FROM TABLE 1005.1 FROM 780 CMR. ANTICIPATED EXIT LOAD IS BASED ON OCCUPANCY LOADING AND EGRESS PATHS, NOT LAYOUT PLAN.
7. THE NANTUCKET INN IS A SPRINKLED BUILDING.
8. THIS EVALUATION IS LIMITED TO AN ASSESSMENT OF OCCUPANCY BASED ON FLOOR AREAS, USAGE, AND EXIT CAPACITY.
9. SEE SHEETS - DA-001 AND DA-003 FOR BASEMENT AND SECOND LEVEL PLANS, RESPECTIVELY.



MAIN LEVEL PLAN

TABLE 3. OCCUPANT LOAD MAIN LEVEL

	LAYOUT PLAN LOAD	CODE OCCUPANCY LOAD
MAIN LEVEL		
KITCHEN	3	3
BAR	38	68
DINING/BALLROOM	206	213
STORAGE	1	1
OFFICES	4	6
BILLIARDS	6	28
POOL	50	19
POOL DECK		138
SUBTOTAL MAIN LEVEL	308	474
REQUESTED OCCUPANCY MAIN LEVEL: 308 PEOPLE		

TABLE 4. EXITS MAIN LEVEL

EXITS	WIDTH (IN)	EXIT CAPACITY (0.2 IN/OCC)	EXIT ANTICIPATED LOAD
FINAL MAIN LEVEL EXITS			
M1	72	360	78
M2	72	360	300
M3	72	360	78
M4	72	360	300
M5	72	360	6
M6	72	360	50
M7	72	360	50
SUBTOTAL	504	2520	862

TABLE 5. REQUESTED OCCUPANCY PERMITTING

ISSUED TO:	THE NANTUCKET INN											
LOCATED AT:	1 MILLER'S WAY, NANTUCKET											
	BASEMENT		FIRST FLOOR (MAIN LEVEL)		POOL (MAIN LEVEL)		SECOND FLOOR		THIRD FLOOR		TOTAL	
PREVIOUS COI NO.:	NONE	REQUESTED	NONE	REQUESTED	NONE	REQUESTED	281-15	REQUESTED	N/A	REQUESTED		REQUESTED
USE GROUP CLASSIFICATION:		B		A-3		A-3	A-3	A-3				
ALLOWABLE OCCUPANT LOAD:		80		258		50	202	202				590

**TOTAL MAIN LEVEL REQUESTED: 258+50 = 308

ASSESSORS MAP # 68 , PARCEL # 800

SCALE: 1/8" = 1'-0"

NANTUCKET INN

1 MILLER'S LANE, NANTUCKET, MA

MAIN LEVEL OCCUPANCY & EGRESS EVALUATION

STOVER ENGINEERING & CONSTRUCTION, INC.

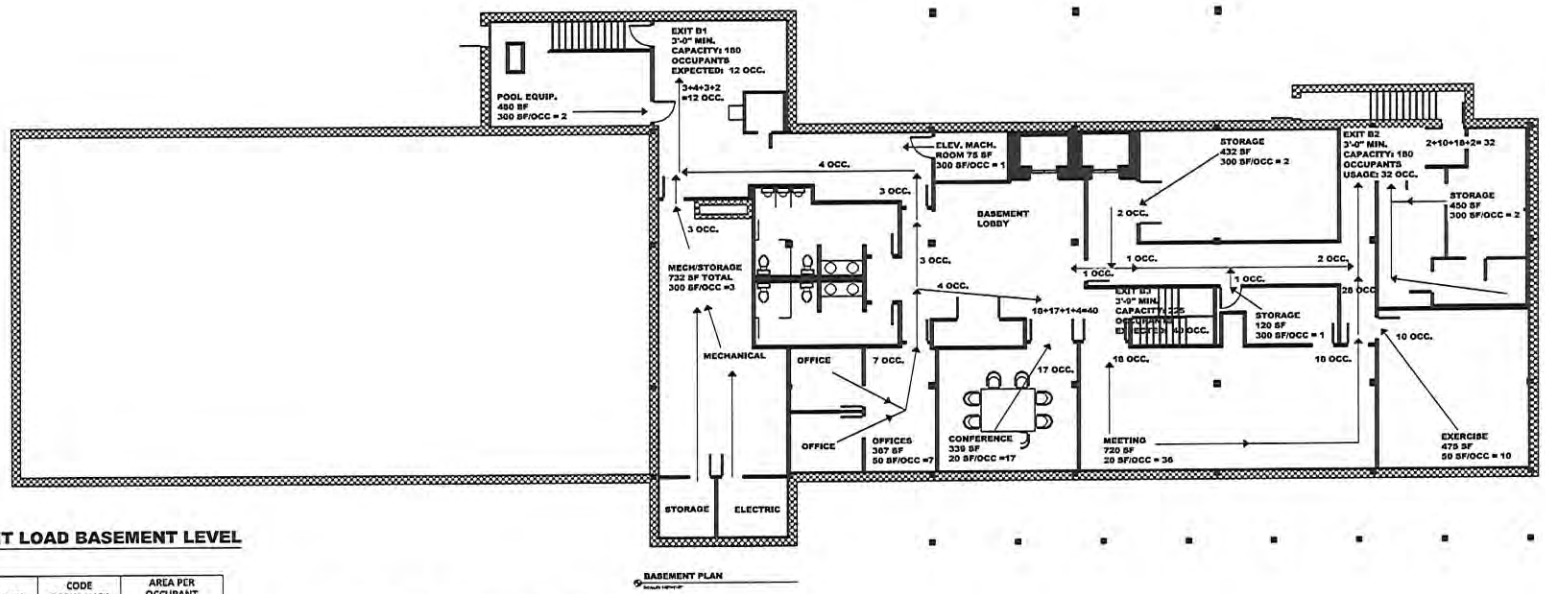
NANTUCKET, MASSACHUSETTS

DRAWING NO: 131861-DA-002-1

ISSUE	DESCRIPTION	APPR	DATE
4			
3			
2			
1	ISSUED FOR PERMITTING	JHS	3/20/17

ASSOCIATE TITLE — CORRECT — DATE

RESPONSIBLE ENGINEER: DAVID J. NEWMAN P. MYRING



BASEMENT PLAN

TABLE 1. OCCUPANT LOAD BASEMENT LEVEL

	LAYOUT PLAN LOAD	CODE OCCUPANCY LOAD	AREA PER OCCUPANT (SF/OCC)
BASEMENT LEVEL			
CONFERENCE/MEETING	44	53	20
EXERCISE	10	10	50
STORAGE/EQUIPMENT	11	11	300
OFFICES	4	7	50
SUBTOTAL BASEMENT LEVEL	69	81	–
REQUESTED OCCUPANCY BASEMENT LEVEL: 80 PEOPLE.			

TABLE 2. EXITS BASEMENT LEVEL

FINAL BASEMENT EXITS	WIDTH (IN)	EXIT CAPACITY (0.2 IN/OCC)	EXIT ANTICIPATED LOAD
B1	30	150	12
B2	30	150	40
B3	45	225	32
SUBTOTAL	105	525	84

NOTES:

1. THE BUILDING DIMENSIONS ARE BASED ON FIELD DIMENSIONS BY JOHN NEWMAN DESIGN AND PROVIDED DRAWINGS.
2. IT IS PRESUMED THAT THE BUILDING AND GROUNDS COMPLIED WITH THE BUILDING CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
3. NANTUCKET INN HAD COI 272-15 WITH (A) USE GROUP A-2 FOR RESTAURANT/KITCHEN/STORAGE AND (B) USE GROUP A-3 FOR INDOOR SWIMMING POOL WITHOUT SPECTATOR SEATING. NANTUCKET INN WINDSONG RESTAURANT HAD COI 281-15 FOR THE 2ND LEVEL WITH USE GROUP A-3 AND AN ALLOWABLE OCCUPANT LOAD OF 202 PEOPLE.
4. OCCUPANCY BASED ON FLOOR AREA WAS DETERMINED WITH TABLE 1004.1.2 FROM 780 CMR.
6. EXIT CAPACITY IS DETERMINED FROM TABLE 1005.1 FROM 780 CMR.
7. THE NANTUCKET INN IS A SPRINKLED BUILDING.
8. NANTUCKET INN IS LOCATED IN ZONE RC2.
9. THIS EVALUATION IS LIMITED TO AN ASSESSMENT OF OCCUPANCY BASED ON FLOOR AREAS, USAGE, AND EXIT CAPACITY.
10. ALSO SEE DRAWINGS 131861-DA-002 AND 131861-DA-003.

ASSESSORS MAP # 68 , PARCEL # 800

SCALE: 1/8" = 1'-0"

NANTUCKET INN

1 MILLER'S LANE, NANTUCKET, MA

BASEMENT LEVEL OCCUPANCY & EGRESS EVALUATION

STOVER ENGINEERING & CONSTRUCTION, INC.

NANTUCKET, MASSACHUSETTS

DRAWING NO: 131861-DA-001-1

ISSUE	DESCRIPTION	APPR	DATE
4			
3			
2			
1	ISSUED FOR PERMITTING	JHG	3/20/17

ASSOCIATE TITLE	CORRECT	DATE
ASSOCIATE TITLE	CORRECT	DATE
ASSOCIATE TITLE	CORRECT	DATE
ASSOCIATE TITLE	CORRECT	DATE

REPRODUCE ENGINEER. EXCEPT A NEWMAN IN WRITING

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip
68	1	9	NANTUCKET TOWN OF	NANTUCKET AIRPORT	14 AIRPORT RD	NANTUCKET	MA	02554
68	51		ZADROGA GERALD JR & REBECCA		12 NOBADEER WAY	NANTUCKET	MA	02554
68	54		CONLON RAYMOND P TRUSTEE	THE REPEATER TRUST	PO BOX 1057	NANTUCKET	MA	02554
68	55		CONLON RAYMOND A TRUSTEE	THE REPEATER TRUST	PO BOX 1057	NANTUCKET	MA	02554
68	114		BALLING DANIEL B		66 FAIRGROUNDS RD	NANTUCKET	MA	02554
68	116		ROCKETT JOHN F		9 NOBADEER WY	NANTUCKET	MA	02554
68	117		ESCOBAR MAYRA E ETAL		8 NOBADEER WY	NANTUCKET	MA	02554
68	118		MANNING AMY E		7 NOBADEER WY	NANTUCKET	MA	02554
68	120		GLOWACKI KIM		155 SURPLUS ST	DUXBURY	MA	02332
68	172		DALY JOHN J		PO BOX 2076	NANTUCKET	MA	02584
68	174		MCLAUGHLIN LYNN		40 FAIRVIEW AVE	NATICK	MA	01760
68	210		EGAN CYNTHIA ETAL		PO BOX 3012	NANTUCKET	MA	02584
68	723		KEOGAN CHRISTOPHER S		1A FREEDOM SQUARE	NANTUCKET	MA	02554
68	756		JOHNSON TREVOR & SARA &	SMITH TREVOR & BURNS MELINDA	PO BOX 2412	NANTUCKET	MA	02584
68	757		OSHEA ANDREW G		PO BOX 2262	NANTUCKET	MA	02584
594	107		LEVENTHAL MARVIN & ALICE S TRST	2 N CAMBRIDGE STREET NOM REALTY TRUST	2 N CAMBRIDGE ST	NANTUCKET	MA	02554
Count:	**16**							

Location
12 AIRPORT RD
12 NOBADEER WY
21 AIRPORT RD
23 AIRPORT RD
11 NOBADEER WY
9 NOBADEER WY
8 NOBADEER WY
7 NOBADEER WY
3 MILLER LN
6 NOBADEER WY
OLD SOUTH RD
OLD SOUTH RD
8 MILLER LN
7 DAFFODIL LN
10 MILLER LN
2 N CAMBRIDGE ST

LICENSE FEE: $100.00

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

HEREBY GRANTS AN

ENTERTAINMENT LICENSE

► SEVEN DAYS ◄

BUSINESS: **The Finch Group Hotels & Resorts, Inc.**
DBA: **NANTUCKET INN**
PREMISES: **One Millers Way Nantucket, MA 02554**
MANAGER: **Scott Thomas**

PREMISES DESCRIBED AS:
Bar, Lounge, Kitchen, Dining Room, Interior Pool, 1st & 2nd Floor Terraces & Function Rooms, Service to Interior Rooms, Outdoor Pool.

ELECTRONIC COPY
2021

Approved Entertainment:

- **RADIO; IPOD; PRE-RECORDED MUSIC**
- **INSTRUMENTAL MUSIC**
- **VOCAL MUSIC**
- **DISC JOCKEY**
- **DANCING**
- **AMPLIFIERS**

Conditions of License:

- **HOURS: 11:00 am to 1:00 am; 7 Days**
- All Entertainment must end by 1:00 am.

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 16th day of December 2020.



Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

**Unless earlier suspended, cancelled, or revoked*

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

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

Agenda Item Summary

Agenda Item #	IX. 7.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – Nantaco ACK, LLC, dba Nantaco, 21 South Water Street

Executive Summary

Nantaco ACK, LLC, 21 South Water Street, is applying for a New Annual Common Victualler with Wine and Malt Beverages Restaurant License to include Outdoor Sidewalk Seating. Additionally the applicant requests to be allowed to provide food/take-out service until 2 am with liquor service to end at 8:00 pm.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- This location was previously licensed as a Common Victualler with All Alcoholic Beverages Liquor License and also most recently as a take-out location and adjacent retail store.
- The establishment is in the Core downtown district.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4 (1 License available)
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

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

- Letters included in this package.

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

- Nantaco is located in the Downtown Core/Historic District.

The sort of operation that carries the license

The reputation of the applicant

Background/Discussion

- This location at 21 South Water Street shares the building space with a retail clothing and accessories store but the businesses will be clearly separated.
- The location of the food service was most recently a take-out location from 2020-21. Prior to that it was licensed as a seated restaurant and bar under multiple owners.
- The applicant has requested to have outdoor sidewalk seating with a diagram and photos of the set-up included in this package. The required spacing for ADA and pedestrian access is available.
- During the off-season winter months, the applicant requests to move the sidewalk seats indoors to provide Annual food and beverage service while the retail store is closed.
- The Applicant plans to end alcohol service at 8:00 pm and operate for take-out only until closing.
- The Applicant wishes to serve food/take-out service until 2am as is permitted on Lower Broad Street.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky

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

N/A

Attachments

New Liquor License ABCC Application; ABCC Summary Form; Abutter Letters; Photos; Previous Liquor License – Station 21







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: Nantaco ACK, LLC
DBA: Nantaco
Street Address: 21 South Water Street Nantucket, MA
Zip Code: 02554
Manager: Cindy Milazzo
Granted under Special Legislation? Yes ☐ No ☒
If Yes, Chapter:
of the Acts of (year):

§12 Restaurant	Annual	Wines and Malt 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

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: 04/29/2022 Time:
Advertised: Yes ☒ No ☐ Date Published: 5/5/22 & 5/12/22 Publication: Inquirer & Mirror
Abutters Notified: Yes ☒ No ☐ Date of Notice:

Date APPROVED by LLA: 05/18/2022 **Decision of the LLA:** Approves this Application

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

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____
_____
_____
_____

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 and Malt 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.

We are applying for the license to sell and/or serve Wine and Malt beverages at our Mexican Restaurant/Taqueria. Our restaurant is based on a simple concept with a small menu serving mainly mexican street-style tacos. We intend to sell a few selections of mexican beer to go along with our food (and a few selections of wine for options). We have outdoor seating in a limited capacity, which will be closely monitored by staff members and the manager on duty. After 8pm, the restaurant will be closed for seating and will only serve as a take out place. We will also stop selling alcohol at that time.

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: Nantaco ACK LLC FEIN: [redacted]

DBA: Nantaco Manager of Record: Cynthia Milazzo

Street Address: 21 S Water St

Phone: 508-901-5253 Email: contact@nan-taco.com

Alternative Phone: [redacted] Website: www.nan-taco.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.

Our business premise is on the first floor of 21 S Water St. 750 sq ft space is divided into the kitchen and the counter area. 5'6" door opening at the front entrance is the only door accessible to the customers. There is also a back door to the street accessible to the employee and emergency exit. The seating is outdoor only. We have a controlled alleyway and the sidewalk seating for maximum of 24 seats. (Floor plan attached with this application for the details)

Total Square Footage: 750 Number of Entrances: 2 Seating Capacity: 24

Number of Floors: 1 Number of Exits: 2 Occupancy Number: 24

4. APPLICATION CONTACT

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

Name: Biju Joshi Phone: [redacted]

Title: General Manager Email: biju@nan-taco.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 02-01-2022

State of Incorporation: Delaware

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Lee P. Milazzo	5 Waterfall Lane, Cos Cob, CT 06807	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	39.25%	◉ Yes ○ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Cynthia L. Milazzo	5 Waterfall Lane, Cos Cob, CT 06807	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	39.25%	◉ Yes ○ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Jonathan Nimerfroh		[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	1.5%	○ Yes ◉ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Cameron Hicks	135 magazine st. Cambridge 02139	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	10%	○ Yes ◉ No	○ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
James Andrew Mairs	4888 Franklin Drive, Boulder, CO 80301	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	1%	○ Yes ◉ No	◉ Yes ○ No	○ Yes ◉ No

Additional pages attached? ◉ Yes ○ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

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: Gail N. Johnson

Landlord Phone: 508-325-2792

Landlord Email: ackjohnson22@gmail.com

Landlord Address: 21 S Water St, Nantucket MA 02554

Lease Beginning Date: 02/01/2022

Rent per Month:

Lease Ending Date: 01/31/2023

Rent per Year: $95,000

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	

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◯ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Cynthia Milazzo | Date of Birth: [redacted] | SSN: [redacted]

Residential Address: 5 Waterfall Lane, Cos Cob, CT 06807

Email: cindy@nan-taco.com | Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 30

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
2003	Current	Owner/CFO	Samuel Owen Gallery	N/A
2003	Current	Owner/CFO	Poster Conservation	N/A
1992	2003	Operations Manager	Robert Siegel Auction House	Scott Trepel
1989	2003	Owner	In-Retro	N/A

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: _____ Date: _____

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

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

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

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

Name	License Type	License Name	Municipality

ENTITY VOTE

The Board of Directors or LLC Managers of Nantaco ACK LLC (Entity Name)

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on _____ (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 _____ (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 Cynthia Milazzo (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

(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: Nantaco ACK

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
Christopher David Jones	9 Glenville Street, Glenville, CT 06831	[redacted]	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	1.5%	○ Yes ◉ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Nick Johnson	250 Madaket Road, Nantucket, MA 02554	[redacted]	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	2.5% 5%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Jardar Nygaard	968 Reef Road, Fairfield, CT 06824	[redacted]	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	1.5%	○ Yes ◉ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Samuel Milazzo	234 Birch Road, Fairfield, CT 06824	[redacted]	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	2.25%	○ Yes ◉ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
George H. Whitmore	311 48th Street, Virginia Beach, VA 23451	[redacted]	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Investor	1.25%	○ 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.

KATSAPETSES THOMAS N TR
THOMAS N TRUST
PO BOX 585
NEWBURYPORT, MA 01950

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

4ACK LLC
C/O VTT MANAGEMENT INC
FRAMINGHAM, MA 01702

TEASDALE ANN R
PO BOX 157
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET HISTORICAL ASSN
PO BOX 1016
NANTUCKET, MA 02554

MCCONARTY EDWARD NOTIS TR
C/O CAMERON WILLIAM
4 BROAD ST
NANTUCKET, MA 02554

GLIDDEN WALTER JR ETAL
24 RUGGED RD
NANTUCKET, MA 02554

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	$351.98	Make check payable to Inquirer and Mirror. Submit with application to Licensing Office.

LETTER TO SELECT BOARD: SUMMARY OF LICENSE APPLICATION	Dear select board and chair, We are pleased to apply for our new restaurant/taqueria Nantaco, located at 21 S Water St, Nantucket, a mobile food unit, and a license to serve Wine and Malt beverage on premise. We are planning on operating 7 days a week; breakfast, lunch, dinner and late night food. Our business is going to serve authentic Mexican street style tacos primarily; along with breakfast burritos and some beverage to compliment the food. We are also going to be a year round business, giving our local Nantucket residents another option for the good meal. The concept of our business is based on simplicity. We are designing our business model prioritizing the quick service, simple menu and streamlined operations. We are working closely with the health department and licensing to ensure the things are being done as per the protocols. We have great relationship with our neighbors and other restaurant. For the outdoor seating, we are doing everything in our capacity to operate it safely and accommodating to the neighbors and pedestrians. Our key team are experienced in Nantucket business industry and have over 3 decades of combined experience conducting business on island. We understand the challenges and limitations of running a food operations on island, especially in downtown area. We hope to become a positive addition to the

	downtown Nantucket experience and serve delicious tacos that people would remember. Thank you for your time and consideration!

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)	Nantaco ACK LLC
Doing Business As (D/B/A) (ex. Nantucket Cafe)	Nantaco
First Name of Primary Contact	Biju
Last Name of Primary Contact	Joshi
Title of Primary Contact	General Manager
Cell/Phone Number of Primary Contact:	5086804471
Email of Primary Contact	contact@nan-taco.com
Additional Contact	*Field not completed.*
Additional Contact Email	*Field not completed.*

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address	21 S Water St
Please describe the proposed licensed premises to include all seating, serving and strorage areas.	We have 18 seats on the sidewalk, 5-6 seating indoor that can be easily set up and removed depending on the situation and crowd. All the alcoholic beverage will be handled by our staff who are TIPS certified, with manager's supervision. Alcohol will be stored in the walk in which is only accessible to the

	employees. The drink cooler is under the counter only accessible from behind the counter.
Have you made or plan on making any renovations to the premises?	Yes
Describe renovations plan	Cleaning up the entire floor, install new equipments, fixture, flooring, new countertops
Change of Use	No
Planning Board/Zoning	No
LIQUOR TYPE	On-Premise/CV: Restaurant
LIQUOR CLASS	Annual
LIQUOR CATEGORY	Wine and Malt Beverages
	(Section Break)
COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES	Seated Dining, Outdoor Dining, Take-Out, Breakfast, Lunch, Dinner, Late Night Menu (Light menu/Bar Menu)
Describe Food and Beverage Plan	Our operation will be open 7am to 2am during the busy summer season. Limited seating capacity on the sidewalk (as permitted by town), and few seats indoor. Our menu is very simple and limited, designed for a quick turnover. Malt beverage & wine will be served (if permitted) till 8pm, after which the restaurant will be more or less the takeout.
	(Section Break)
ENTERTAINMENT FOR ON-PREMISE LICENSES	*Field not completed.*
Will Furniture, tables, chairs be moved for Live Entertainment?	*Field not completed.*
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.

SIGNATURE OF APPLICANT	Lee Milazzo

Email not displaying correctly? View it in your browser.

KATSAPETSES THOMAS N TR
THOMAS N TRUST
PO BOX 585
NEWBURYPORT, MA 01950

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

4ACK LLC
C/O VTT MANAGEMENT INC
FRAMINGHAM, MA 01702

TEASDALE ANN R
PO BOX 157
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD ST
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NANTUCKET HISTORICAL ASSN
PO BOX 1016
NANTUCKET, MA 02554

MCCONARTY EDWARD NOTIS TR
C/O CAMERON WILLIAM
4 BROAD ST
NANTUCKET, MA 02554

GLIDDEN WALTER JR ETAL
24 RUGGED RD
NANTUCKET, MA 02554

PUBLIC NOTICE

Please be advised that the Select Board will hold a public hearing on Wednesday, May 18, 2022 at 5:30 PM to hear the application for a New Annual Common Victualler with Wine and Malt Beverages Restaurant Liquor License for Nantaco ACK, LLC, dba Nantaco, located at 21 South Water Street, Nantucket, MA 02554, Cindy Milazzo, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.

SELECT BOARD


21
NANTUCKET
SURF CLUB
3 GIRLS & A DOG
SILVERADO




2 HOUR
PARKING
8 AM
TO
4 PM
NSP
SILVERADO

From:	Annie Teasdale
To:	Jason M. Bridges; Dawn Hill Holdgate; Matt Fee; Kristie Ferrantella; Melissa B. Murphy; Erika Mooney; Town Manager; Amy Baxter
Subject:	sidewalk dining
Date:	Monday, April 25, 2022 11:40:36 AM

Hello All,

My 43 year old businesses are located at 19 So Water St, Annie and the Tees and 3 Girls and a dog.
It has come to my attention that the new 'take out' eatery, Nantaco at 21 So water St is keen to have outdoor dining with a liquor license on the sidewalk.
The sidewalk from the building to the trees measures 6'.
They approached me about using my alley and it did not seem feasible for them.

There is simply no room on the sidewalk for such dining and it will be a major business obstacle for my businesses and others.

With Covid restrictions over, everyone is operating at full capacity and the town has helped out the restaurants in the past, but it is simply no longer needed, especially not for a startup "to go" eatery.

Retailers like mine cannot afford their access to be blocked, not to mention the eye-sore of its appearance. Foot traffic should flow easily and I need your support on this.

Thank you for your time.
Looking forward to another exciting summer:)

Best,
Annie

--
Annie Teasdale
Annie and the Tees, Owner
(970) 274-1230
https://www.annieandthetees.com/
annieteasdale@gmail.com

This email was scanned by Bitdefender

Date: 06/10/2022

To:
The Select board,
Town & County of Nantucket MA

Subject: Letter of support for Nantaco LLC

Dear selectboard,

I am the owner of Nantucket Surf Company located at 21 S Water St, Nantucket. It has come to an attention that Nantaco, (our tenant business) are seeking an approval of the outdoor seating, and a Wine and Malt beverage license. I am in full support of their application, and we are excited to have Nantaco as a part of our downtown restaurant community.

Name : Nick Johnson
Email : nantucketsurfclub@gmail.com
Phone : (508) 325-2792

Date: 06/10/2022

To:
The Select board,
Town & County of Nantucket MA

Subject: Letter of support for Nantaco LLC

Dear selectboard,

I am the owner/manager of Sunken Ship Inc located at 12 Broad St.
It has come to an attention that Nantaco, located at 21 S Water St are seeking an approval of the outdoor seating, and a Wine and Malt beverage license. I am in full support of their application and we are excited to have Nantaco as a part of our downtown restaurant community.

Philip C Osley

Name : Philip Osley P
Email : Sales@Sunkenship.com
Phone : 508 228 9226

Date: 06/10/2022

To:
The Select board,
Town & County of Nantucket MA

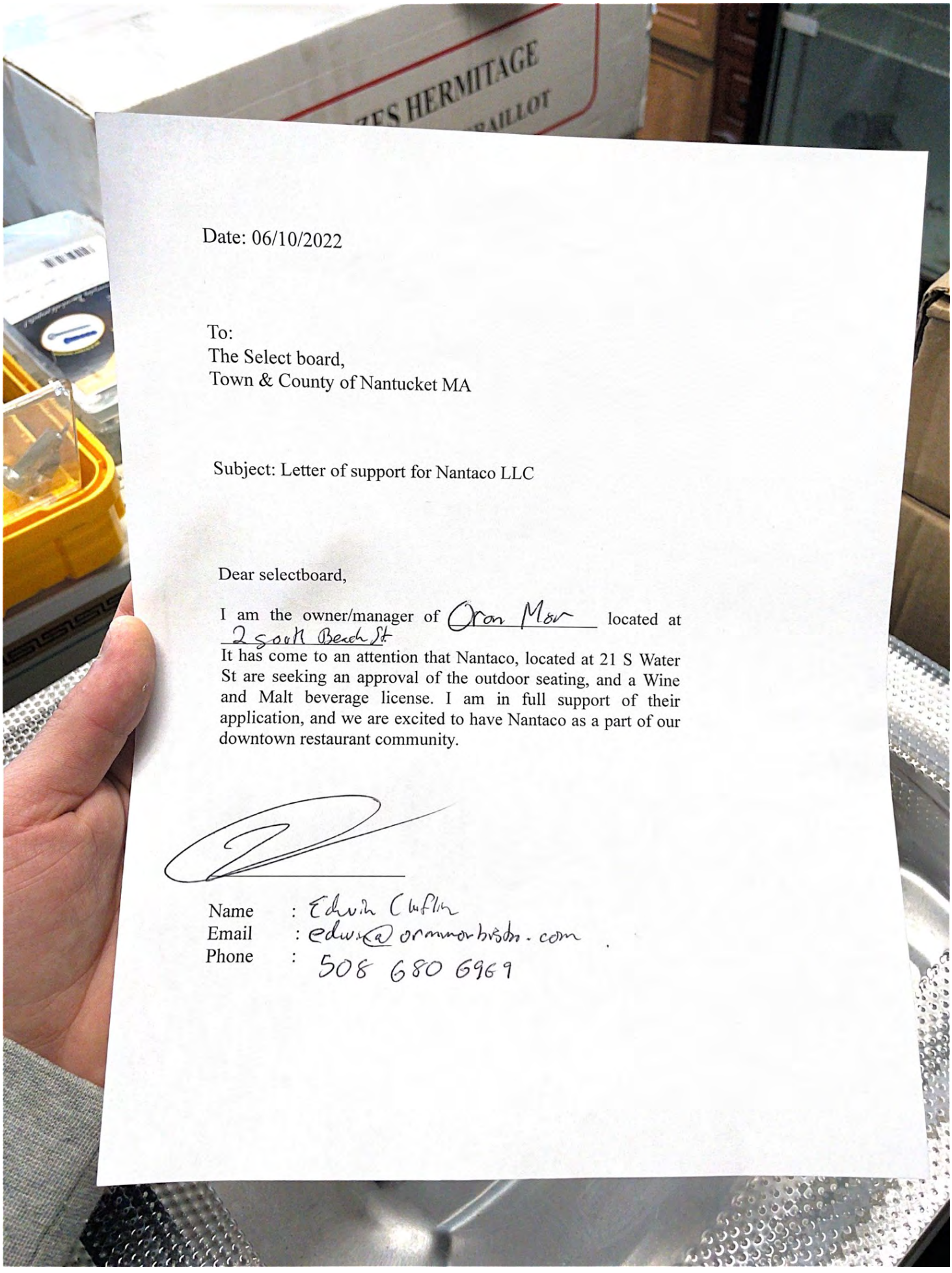
Subject: Letter of support for Nantaco LLC

Dear selectboard,

I am the owner/manager of Rose & Crown located at 23 S. WATER ST.
It has come to an attention that Nantaco, located at 21 S Water St are seeking an approval of the outdoor seating, and a Wine and Malt beverage license. I am in full support of their application and we are excited to have Nantaco as a part of our downtown restaurant community.



Name : DEBRA PITCOCK
Email : CKDEBBA@GMAIL.COM
Phone : 508.221.5826



Date: 06/10/2022

To:
The Select board,
Town & County of Nantucket MA

Subject: Letter of support for Nantaco LLC

Dear selectboard,

I am the owner/manager of Oran Mor located at 2 South Beach St.
It has come to an attention that Nantaco, located at 21 S Water St are seeking an approval of the outdoor seating, and a Wine and Malt beverage license. I am in full support of their application, and we are excited to have Nantaco as a part of our downtown restaurant community.

Name : Edwin Chaffin
Email : edw@oranmorbistro.com
Phone : 508 680 6969

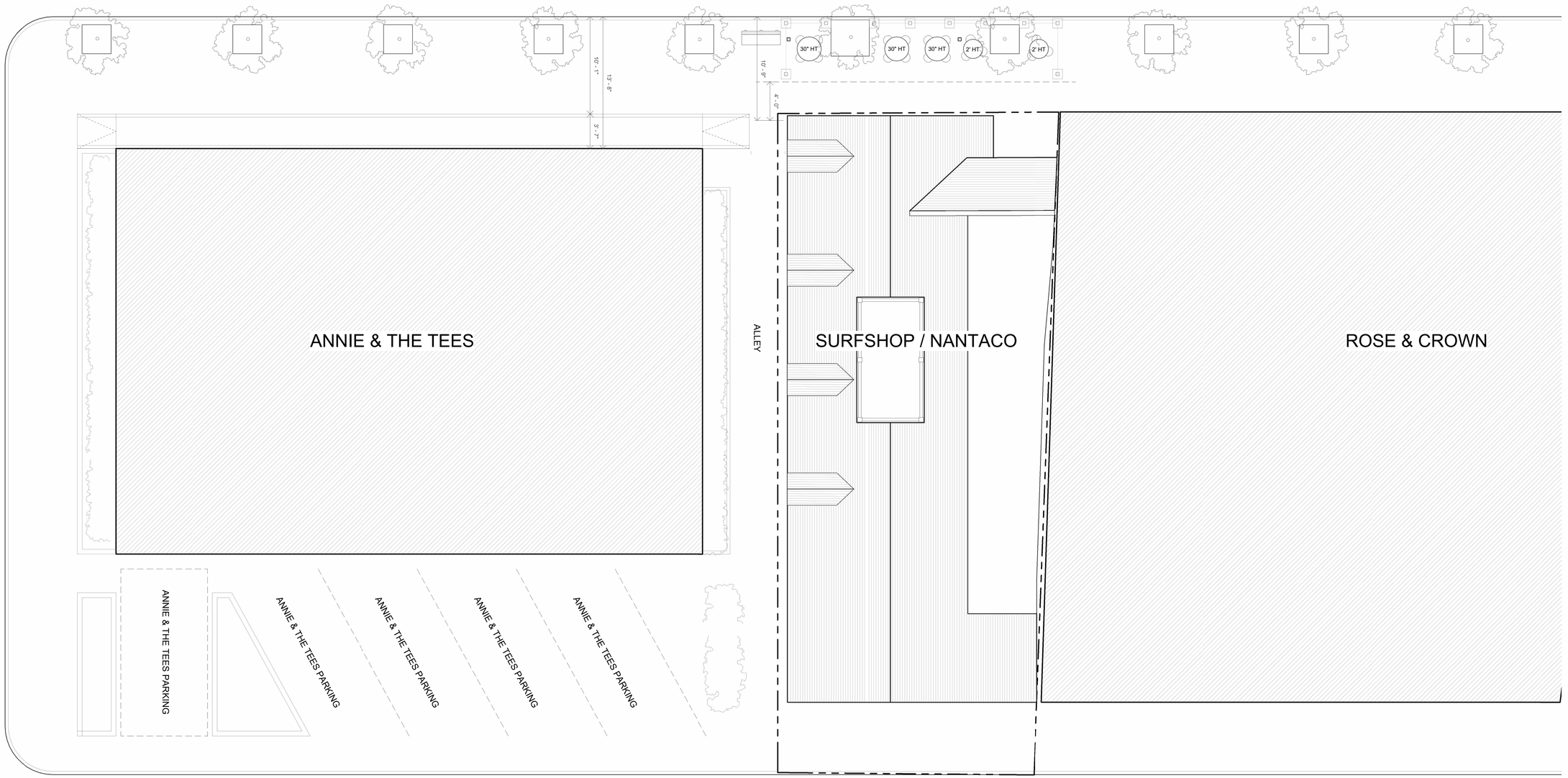
CHIP WEBSTER
ARCHITECTURE
11 S Shore Rd Nantucket MA 02554 | 508-228-3800 | www.chipwebster.com

3/16" = 1'-0"
1
Locus Plan

SOUTH WATER STREET

SOUTH WATER STREET

PROPOSED OUTDOOR SEATING



NANTACO
Nantaco
21 South Water Street

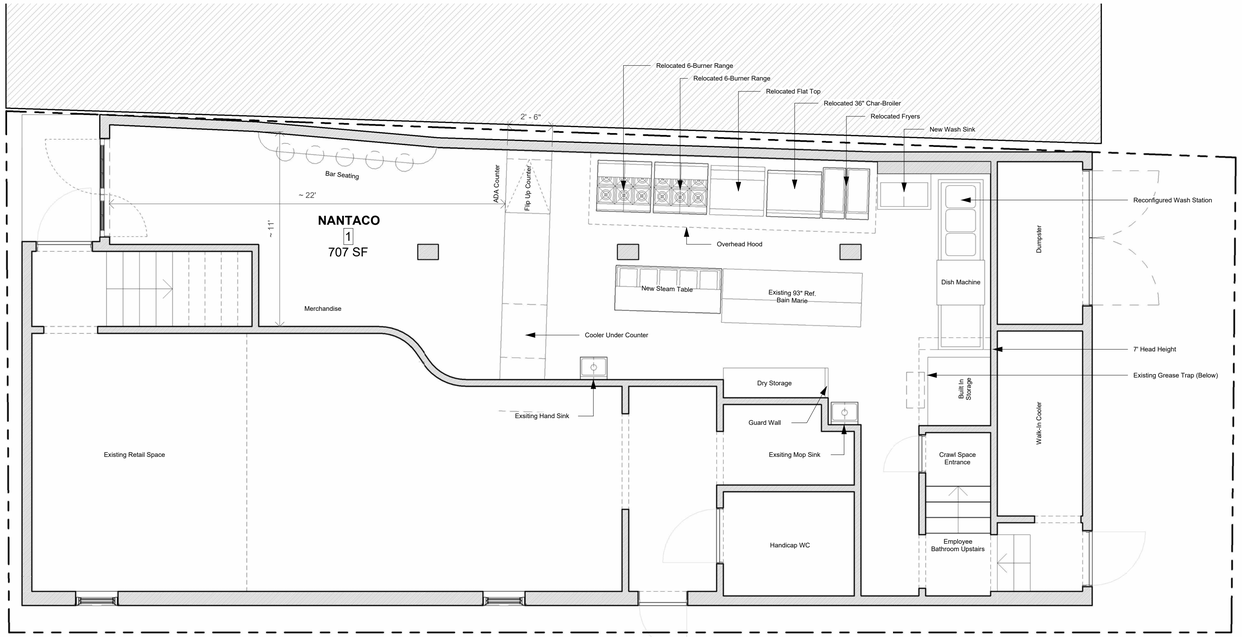
HEALTH DEPARTMENT APPLICATION

#	Date	Note

L1.0

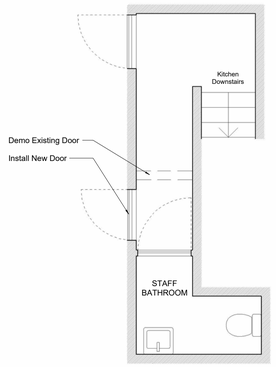
5/10/2022 10:58:46 AM

THIS DESIGN AND DRAWINGS ARE COPYRIGHTED BY CHIP WEBSTER ARCHITECTURE AND ARE NOT TO BE REPRODUCED OR USED IN ANY WAY WITHOUT EXPRESS WRITTEN CONSENT FROM CHIP WEBSTER ARCHITECTURE

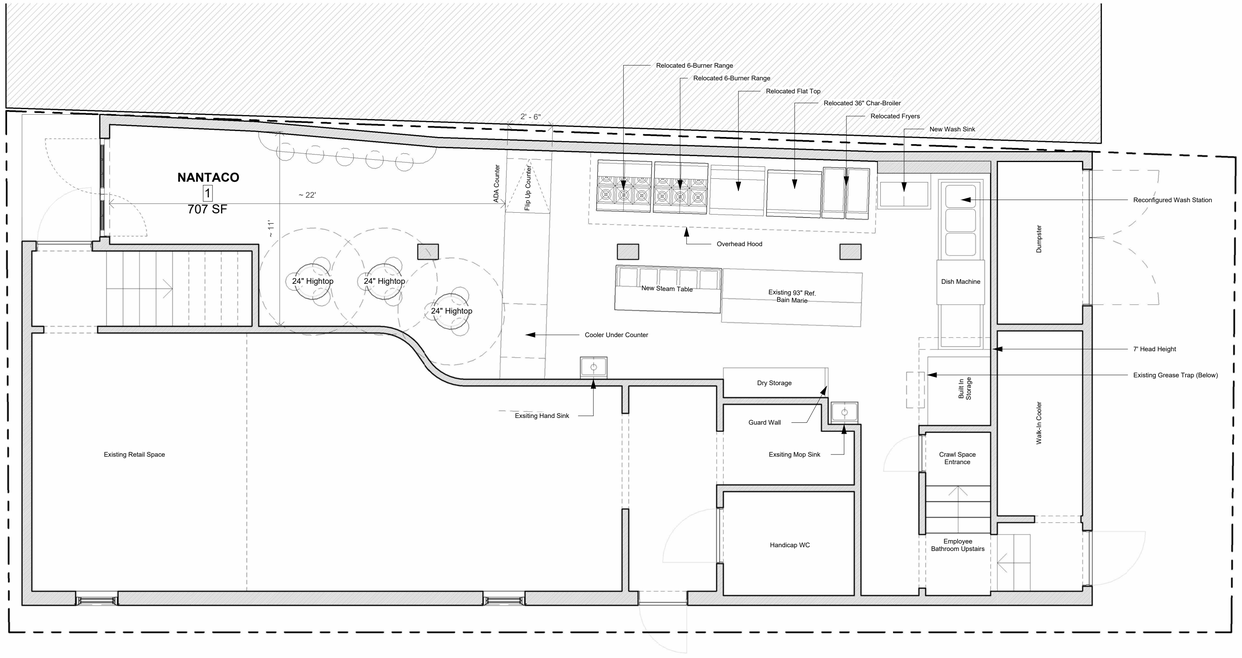


A2.I 1

1 Floor 1 - Proposed - On Season
1/4" = 1'-0"



3 Staff Bathroom
1/4" = 1'-0"



A2.I 1

2 Floor 1 - Proposed - Off Season
1/4" = 1'-0"

CHIP WEBSTER ARCHITECTURE
11 S Shore Rd Nantucket MA 02554 | 508-228-3600 | www.chipwebster.com

NANTACO
Nantaco
21 South Water Street

HEALTH DEPARTMENT APPLICATION

#	Date	Note

A1.0

5/6/2022 10:24:55 AM

THIS DESIGN AND DRAWINGS ARE COPYRIGHTED BY CHIP WEBSTER ARCHITECTURE AND ARE NOT TO BE REPRODUCED OR USED IN ANY WAY WITHOUT EXPRESS WRITTEN CONSENT FROM CHIP WEBSTER ARCHITECTURE

LICENSE #: 00216-RS-0762 **LICENSE FEE: $2,900.00**

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: **Station 21 Bistro, LLC**
DBA: **STATION 21**
PREMISES: **21 South Water**
Nantucket, MA 02554
MANAGER: **Mark Daley**

ON PREMISES DESCRIBED AS:
Two story wood-frame building with a bar on each floor. Three entrances on South Water Street and one service/exit at rear of building.

Occupancy/1st Floor:	**39 seats**
Occupancy/2nd Floor:	**34 seats**
Staff:	**12**
Maximum Occupancy:	**85**

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.

2017

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 15th day of March, 2017.

James R. Kelly
Chairman, Board of Selectmen

THIS LICENSE IS VALID APRIL 1, 2017 – JANUARY 15, 2018

**Unless earlier suspended, cancelled, or revoked*

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

Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, May 18, 2022, the Board approved the application for a New Annual Common Victualler with Wine and Malt Beverages Restaurant Liquor License for Nantaco ACK, LLC, dba Nantaco, Cindy Milazzo, Manger, for the premises located at 21 South Water Street, Nantucket, MA 02554. The Board determined that this new liquor license is not detrimental to the spiritual activities of St. Mary's Roman Catholic Church, 3 Federal Street, Nantucket, MA 02554. St. Mary's Roman Catholic Church is located within 500 feet of the licensed premises of Nantaco.

Jason Bridges, Chair

Dawn Hill Holdgate, Vice Chair

Matt Fee

Brooke Mohr

Melissa Murphy

Agenda Item Summary

Agenda Item #	IX. 8.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

Mobile Food Unit Application – Nantaco ACK, LLC

Executive Summary

Mobile Food Unit Application for Nantaco ACK, LLC, dba Nantaco. Application and Menu attached.

Conditions of MFU License:

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

Food Permit Plan: Approved by Health Dept. Application approved to move forward with Licensing.

Commercial Kitchen: Nantaco, 21 South Water Street

Property Owner Approvals for Service: Land Bank approval for Seasonal service at Cisco Beach parking area.

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

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

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

Staff Recommendation

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

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

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

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

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky

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

N/A

Attachments

MFU Application; Menu; Mobile Unit Photos







Town & County of
NANTUCKET, MA

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

APPLICATION || MOBILE FOOD UNIT

INCLUDE THE FOLLOWING WITH APPLICATION:

- FINGERPRINT FORM AND FEES ($10 Town of Nantucket; $30 Money Order Commonwealth of Mass)
- LOCATION AGREEMENTS (If Applicable) i.e. Cisco; Land Bank; Airport Commission
- HEALTH DEPARTMENT PLAN REVIEW
- SAMPLE MENU
- APPLICATION FEE: $25
- PUBLIC NOTICE FEE: $351.98 (Made Payable to The Inquirer and Mirror)

UPON ISSUANCE OF FINAL LICENSE:

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

BUSINESS NAME: Nantaco ACK, LLC

DBA: Nantaco

OWNER/OPERATOR: Lee Milazzo/ Biju Joshi

MOBILE#: 508-680-4471 E-MAIL: contact@nan-taco.com

MAILING ADDRESS: 21 South Water Street

COMMERCIAL KITCHEN LOCATION: Nantaco, 21 South Water Street

OVERNIGHT PARKING LOCATION: Nantucket Storage, 6 Sun Island Road

LOCATIONS: Public Vending: Cisco Beach (Approved by Land Bank); Private Catering.

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

May – October – as requested for private catering.

NANTACO SAMPLE MENU

- One Taco $6
- Two Tacos $10
- Four Tacos $20
- Six Tacos $30

Consuming raw/undercooked meat, seafood, shellfish, poultry or eggs may increase your risk of food borne illness.

TACOS: NO SUBSTUTION

* Choice of Salsa Rojo or Salsa Verde *

Carne Asada	: Onions, cilantro, guacamole.
Al Pastor	: Marinated pork, onions, cilantro, pineapple.
Grilled Chicken	: Onions, cilantro, pickled veg.
Chorizo Style Carnitas	: Slow braised pork, onions, cilantro.
Ground Shrimp	: Cabbage, onion, cilantro, chipotle aioli.
Fried Potato	: Onions, cilantro, crispy cheddar.

BREAKFAST TACO

Corn tortilla, fried egg, potato, choice of meat, onions, cilantro, crispy cheddar, salsa.

SIDES

Freshly fried tortilla chips	$7
Guacamole 8oz | 12oz	$11 | $15
Salsa Verde 8oz | 12oz	$9 | $13
Salsa Rojo 8oz | 12oz	$9 | $13
Side of Cheddar Cheese	$3

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


MANTECO



PUBLIC NOTICE

Please be advised that the Select Board will hold a public hearing on Wednesday, May 18, 2022 at 5:30 PM to hear the application for a New Mobile Food Unit License for Nantaco ACK LLC, dba Nantaco, Biju Joshi, Manager. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road as well as via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.

SELECT BOARD

Agenda Item Summary

Agenda Item #	IX. 9.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Seasonal General-On-Premises Wine and Malt Beverages Liquor License Application –The Hungry Minnow, LLC dba The Flying Minnow, 23 Macy's Lane, Rebecca Chapa, Manager.

Executive Summary

The applicant will operate the new concession area at the Nantucket Airport in the post-security waiting area/tent. The Airport Lease allows for the concessionaire to apply for a license for service of beer and wine and on-premise consumption by passengers.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- This is a seasonal and temporary tented location set-up at Nantucket Airport to accommodate the large number of passengers traveling through the Airport May – September.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

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

- No written comments have been received.

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

- This location is not adjacent to any business or residence and is completely located within the Airport.

The sort of operation that carries the license

The reputation of the applicant

Background/Discussion

- The Nantucket Airport released an RFP for a Seasonal Hold Room Concession that was awarded to the applicant, Hungry Minnow, LLC. (attached)
- This location is past security and can be accessed by ticketed and screened passengers only.
- There is already a licensed restaurant on the premises of the Airport that is an Annual All Alcoholic Beverages Restaurant License, dba Crosswinds.
- This area of the Airport has not been previously licensed for alcohol service or consumption.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky

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

N/A

Attachments

New Liquor License ABCC Application; Town of Nantucket Liquor Application; ABCC Summary Form; Airport RFP; Flying Minnow Lease; Tent layout/photos

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket	
City /Town	ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):
The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	Hungry Minnow, LLC	DBA	Flying Minnow
Street Address	14 Airport Road Nantucket, MA (Nantucket Memorial Airport)	Zip Code	02554
Manager	Rebecca Chapa Harter		

§12 General On-Premises	Seasonal	Wines and Malt Beverages
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter ____

of the Acts of (year) ____

DESCRIPTION OF PREMISES Complete description of the licensed premises

The sales area will be a 12 x 12 area featuring retail of souvenirs, grab and go food and drink and service of beer, wine and/or cider by a trained professional at the register for those wishing to partake of that service. All alcoholic beverages consumed will be confined to an adjacent and cordoned off area also 12 x 12 with limited seating.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	04/25/2022	Time		
Advertised	Yes ☒ No ☐	Date Published	5/5/22 & 5/12/22	Publication	Inquirer & Mirror
Abutters Notified:	Yes ☐ No ☐	Date of Notice			
Date APPROVED by LLA		05/18/2022	**Decision of the LLA**		**Approves this Application**

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

For Transfers ONLY:

Seller License Number: ____ Seller Name: ____

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____

_____

_____

_____

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	$351.98	Make check payable to Inquirer and Mirror. Submit with application to Licensing Office.

LETTER TO SELECT BOARD: SUMMARY OF LICENSE APPLICATION	Dear Select Board, The Hungry Minnow LLC, was selected by Nantucket Memorial Airport to operate a concession within the seasonal holding tent past the TSA security checkpoint at Nantucket Memorial Airport. The Nantucket Airport Commission approved the lease which starts May 1. The operation will be called The Flying Minnow and will provide retail such as sundries and souvenirs, grab and go packaged and shelf stable food and beverage such as canned water, seltzer, juices and chips, shelf stable hummus, granola, candy, cookies, chips and the like. The area for retail is a 12 x 12 space which will house the appropriate refrigeration and a point of sale stand where guests will be checked out. The Flying Minnow would like to enhance the guest experience in this holding area by providing beer, wine and cider to guests who are of legal age. These items will be ordered at the POS checkout and handed to guests by a TIPS trained cashier. Guest will be guided to an adjacent holding area, also 12 x 12 where they can consume the beverage. No alcoholic beverages may leave this holding area. Drinks will not be poured for guests but served from their own packaging. Attendants will ensure there is no passing off of beverages and that they are consumed within this secure footprint. Any reorders would have to be made with the same cashier. Attendants will keep this area clean and tidy and manage recycling and trash.

The idea is to provide a service to travelers but not interfere with other travelers within this tent area. There will be no entertainment and no table service.

The retail space will have a cage to hold back stock of beverages as well as a locking refrigerator. The entire space will be locked when not open and monitored by cameras. The adjacent seating area will have a few cafe tables and chairs and will have raised narrow counters where standing guests can gather to consume their beverages and to create a perimeter.

Owner/Manager Rebecca Chapa operated the concession at Children's Beach from 2017-2021. She and her husband Michael Harter operated a minimalistic version of this operation at the airport in 2019 so she is familiar with the procedures and the airport badging requirements. Team members when onboarded will have to follow the protocols set by the airport in terms of training to work in this secure airport area, fingerprinting and background checks and badging, and will also be TIPS certified.

Thank you for your consideration,

Rebecca Chapa

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)	The Hungry Minnow LLC
Doing Business As (D/B/A) (ex. Nantucket Cafe)	The Flying Minnow
First Name of Primary Contact	Rebecca
Last Name of Primary Contact	Chapa Harter
Title of Primary Contact	Owner, Manager

Cell/Phone Number of Primary Contact:	415 378-1674
Email of Primary Contact	thehungryminnow@gmail.com
Additional Contact	*Field not completed.*
Additional Contact Email	*Field not completed.*

LICENSE APPLICATION
Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address	Nantucket Memorial Airport 14 Airport Road Nantucket, MA 02554
Please describe the proposed licensed premises to include all seating, serving and strorage areas.	The 12 x 12 retail space will house two standup refrigerators and other display cases to hold snacks and retail items. This corner of the tent has two sides that are part of the tent and the other two sides will have structural supports to allow this area to be tightly closed and locked when not open. This area will have its perimeter marked by display pieces and a point of sale desk towards the front. The adjacent area, also 12 x 12 will have an access point towards the retail space where guests can walk with their beverage to find a location to sit. There will be cafe tables and chairs available as well as a counter/ledge along the perimeter of the area to allow for standup consumption of food and beverage while awaiting their flights.
Have you made or plan on making any renovations to the premises?	Yes
Describe renovations plan	The tent structure will provide two of the walls for the retail space as well as one outer wall for the retail space. The rest of the structure will be built out and bolstered by the existing tent structure and flooring.
Change of Use	No
Planning Board/Zoning	No
LIQUOR TYPE	On-Premise: General On Premise (No CV)

LIQUOR CLASS	Seasonal (April 1 - January 15)
LIQUOR CATEGORY	Wine and Malt Beverages
	(Section Break)
COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES	*Field not completed.*
Describe Food and Beverage Plan	*Field not completed.*
	(Section Break)
ENTERTAINMENT FOR ON-PREMISE LICENSES	*Field not completed.*
Will Furniture, tables, chairs be moved for Live Entertainment?	*Field not completed.*
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.

ADDITIONAL COMMENTS, QUESTIONS	Upon research I discovered that some airports in Massachusetts have an on premise retail license, so I am not sure if on premise general is the same? The beverages will be handed to guests and not poured into any service ware or cups. While the staff of The Flying Minnow will be focused on monitoring this holding area it is also under the shared jurisdiction of the airport, so not sure if that changes anything.
SIGNATURE OF APPLICANT	Rebecca Chapa



Nantucket Memorial Airport
Request for Proposals

Seasonal Hold Room Mixed Concession and Retail Opportunity

Issued: **February 2, 2022**

RFP due date: **March 7, 2022**

Key Contact: Katy Perales, kperales@nantucketairport.com

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I. INTRODUCTION

The Nantucket Memorial Airport (Airport) seeks proposals from qualified Respondents for the management, and operation of a mixed retail/food and beverage concession to be located in the Seasonal Hold Room (a fabric tent) at the Nantucket Memorial Airport as depicted in Exhibit A-1. The operational season is anticipated to be May through September. The Seasonal Hold Room is located outside of the Terminal on the Airport North Ramp, northeast of the main terminal. As such, the primary customer is outgoing securely screened passengers, and to a lesser extent, credentialed airport employees. This is not an opportunity to engage with the general non-traveling public, and sales will be highly dependent of the frequency and timing of airline passengers. The Seasonal Hold Room enjoys strong and highly peaked outbound secure passenger traffic. These passengers enter via the TSA checkpoint, having divested of liquids and most food items. There are currently no other food or drink concessions (other than vending machines) in the Seasonal Hold Room.

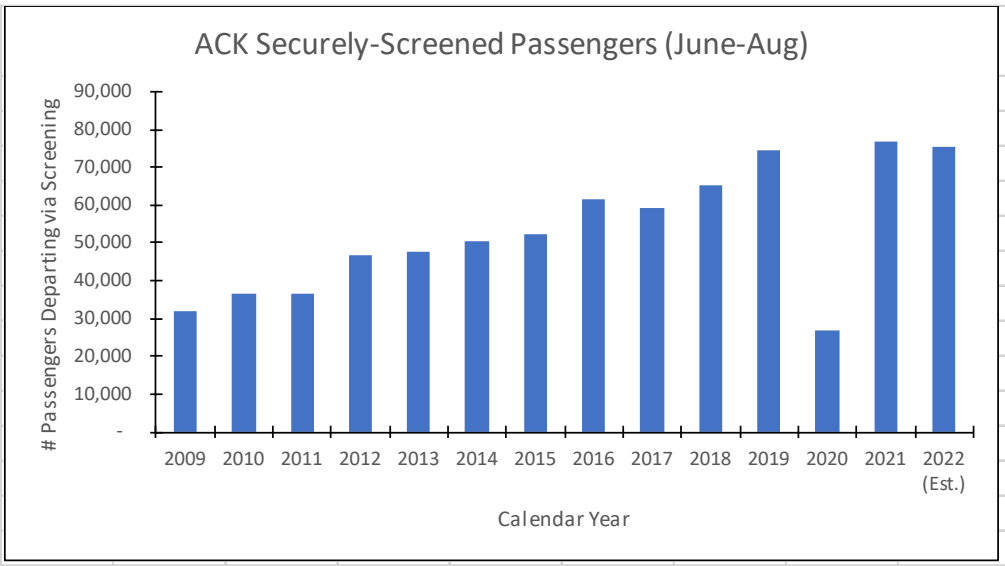
The Seasonal Hold Room consists of approximately 2,000 square feet on the north ramp. Approximately 160 square feet is available for the dedicated concession, approximately 120 square feet of common use space available for alcoholic beverage consumption, and approximately 16 square feet of accessible shared storage space. The concession space may be used for general retail, provision of food and beverages, or for any Airport approved purpose that provides a service to the travelling public or employee community. Examples include but are not limited to: an extension of an established food and beverage operation, gift shop, newsstand, specialty retail, grab and go food/and beverage, sandwich counter, mobile food unit (in part or whole), coffee shop, and or bar (seasonal beer and wine). The common use space would be used to for consumption alcoholic beverages if this direction is elected and permitted. The shared storage space is not publicly accessible but is routinely accessed by Airport staff.

BACKGROUND

Nantucket Memorial Airport (ACK) is one of only two gateways to the island and is a key economic generator for the community and the state. According to a recent MASS DOT Aeronautics Division study (2019), the airport is responsible for 3,268 jobs generating $118 million in total payroll and is responsible for $323 million in economic impact - the third highest total for state airports. While the airport faces competition with improved ferry service to the mainland, the airport continues to provide the fastest, most convenient access directly to an increasing number of hub airports across the Eastern U.S. The Airport is the second busiest in the Commonwealth and recorded over 126,000 commercial passenger enplanements in CY2019.

The seasonal secure market, i.e. TSA-screened passengers, has grown at ACK over the last decade. In the peak summer season of June-August, this market increased from 32,185 passengers in 2009 to 74,444 in 2019, for an average annual growth rate of 9% per year. While COVID-19 reduced travel to 27,083 passengers during the peak of 2021, a rapid resumption of air service is occurred in 2021. In 2021, JetBlue operated up to 11 daily flights depending on day of the week via 100-seat aircraft to five markets: Boston MA (BOS), New York City (JFK, LGA, HPN and EWR), and Washington DC (DCA). American Airlines operated up to 6 daily flights on 76-seat aircraft to five markets: (LGA), Philadelphia PA (PHL), Charlotte NC (CLT), Chicago IL (ORD) and Washington DC (DCA). United Airlines operated 6 daily flights three markets: Washington DC (IAD), Chicago IL (ORD) and Newark NJ (EWR). Delta Airlines operated up to 3 daily flights to two markets in New York (JFK and LGA). Elite Airways was a new market entrant that offered daily jet service to White Plains, NY (HPN). Cape Air and Southern Airways Express continued to offer high frequency 9-seat aircraft to Boston MA (BOS), New York (HPN and JFK) and Providence RI (PVD). While the Airport does not guarantee the number of 2022 seasonal sterile deplaning passengers, the Airport anticipates securely screened traffic to approximate 2019 or 2021 service levels:

Calendar Year	Securely-Screened Passengers (June-Aug)
2009	32,185
2010	36,446
2011	36,679
2012	46,942
2013	47,515
2014	50,270
2015	52,388
2016	61,590
2017	59,297
2018	65,027
2019	74,444
2020	27,083
2021	76,691
2022 (Est.)	75,568



This seasonal passenger volume has also been very highly dependent on specific travel days in the summer. While traffic has increased on every summer day over the past three years (excluding 2020 COVID-19 data), the busiest traffic days are Saturday, Sunday, and Monday, with average peak day departures of 1,528 passengers: the one-day 2019 high of 1,986 passengers occurred on 7/7/2019.

		ACK Film Festival Through Labor Day				
		Avg TSA PAX Count (Departures)				
	Day of Week	2017	2018	2019	2020	2021
Monday	M	833	975	1,137	222	1,015
Tuesday	Tu	529	682	786	158	775
Wednesday	W	555	618	691	158	644
Thursday	Th	650	662	734	181	672
Friday	F	858	910	960	242	825
Saturday	Sa	941	1,157	1,268	459	1,337
Sunday	Su	1,077	1,237	1,528	468	1,370

Furthermore, these departing passengers are not uniformly distributed throughout the day. Several flight "banks" exist with multiple large aircraft departures in a short period of time. During peak periods on busy summer weekend days, passenger processing rates exceed 350 passenger per hour. These peaks are often further exacerbated by ATC delays in the Northeast US corridor. The result of these travel dynamics creates a robust captive passenger market for consumption of retail, food, and beverage items.

Daily Securely Screened Passenger Counts for 2019 through 2021 are listed as Exhibit A-2. Additional information about the airport can be obtained from the airport website www.nantucketairport.com.

II. KEY DATES FOR THIS PROPOSAL

2/2/2022……RFP Issued
2/2/2022……..Advertise in the Central Register
2/3/2022 and 2/10/2022……Advertise in the Inquirer & Mirror

2/17/2022…….....Pre-Proposal Conference, 1:00 pm
2/22/2022……...Last day to submit questions, 12:00 pm
3/7/2022……Proposals Due, 2:00pm, Airport Manager's Office, 14 Airport Road
3/7/2022……Public Opening of Proposal, 2:01 pm, Airport Manager's Office, 14 Airport Road

Award within 30 days thereafter, award to most highly advantageous, responsive, responsible proposer.

III. PROPOSAL INSTRUCTIONS

A. INSTRUCTION TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.

2. The Airport Commission may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, whenever such action is determined to be fiscally advantageous to the Airport Commission or if it is otherwise in the best interest of the Airport Commission.

3. Proposals must be received in the Airport Manager's Office no later than 2:00 p.m., Eastern Time, on the date provided in Section II, Key Dates at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Proposer. **Proposers should note that overnight delivery to the island may not be guaranteed. Proposals sent by facsimile or email will not be accepted**.

4. Proposers shall submit one (1) original, signed in ink, one (1) copy, and one (1) electronic copy of the Proposal via USB drive. Note: Electronic versions can be submitted as a thumb drive and **CAN NOT** be emailed.

   If the Airport Manager's office is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the deadline will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

   Proposal envelope must be sealed and clearly marked: "Nantucket Memorial Airport - RFP Seasonal Hold Room Mixed Concession/Retail"

   Delivery Address:
   Airport Manager
   Attn: Katy Perales
   14 Airport Road
   Nantucket, Massachusetts 02554

5. Questions or clarifications regarding this RFP must be submitted **in writing** to Katy Perales, Office Manager, kperales@nantucketairport.com. Questions must be submitted by the date and time stated in Section II - "Key Dates". Written responses in the form of an addendum will be emailed or faxed to all proposers on record as having requested the RFP and posted on the Town website.

   Proposers are prohibited from communicating with: 1) Airport officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an

Airport Commission agenda item other than as noted above; and 2) Airport employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Proposer. Violation of this provision by Proposer and/or its agent may lead to disqualification of Proposer's proposal from consideration.

6. If any changes are made to this RFP, an addendum will be issued. Although an effort will be made for all addenda to be emailed to all bidders on record as having requested the RFP it is the responsibility of the bidder to check the website for any addendums posted. Each responder shall acknowledge receipt of any and all addendum issued by submitting acknowledgement forms provided with any Addenda. **Failure to do so shall be cause to reject the submittal as being unresponsive.**

7. The proposer shall sign the proposal in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.

8. Proposers may correct, modify or withdraw the original proposals on or before the Proposal due date and time as stated in Section II – "Key Dates". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, (i.e. Modification No. __) and the name of the Proposer. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.

9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.

10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over municipal finance shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

11. It is understood that the proposers have submitted their Proposals in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposals to subvert the market process. See Certificate of Non-Collusion - Appendix D.

12. All costs involved in preparing the Proposal will be borne by the proposer; the Airport will not be liable for any costs associated with the creation of the Proposal.

13. **All Proposals are to include a statement that the Proposal is in accordance with this Request for Proposal and that the Proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.** IF THE PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has enough ability and sufficient capital to enable him/her to meet the requirements of these specifications. The

awarding authority's decision or judgment on these matters shall be final, conclusive and binding.

15. Any proposal received after the date and time stated in Section II - "Key Dates" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.

16. The Airport Commission may take into consideration the financial condition, credit history, management ability, experience, business reputation and references of each proposer and to base its acceptance of proposals on any such factors which are deemed pertinent to the operation of the concession. All proposers shall cooperate in any such investigation.

17. The Proposals will be opened publicly on the date and at the time stated in Section II – "Key Dates". The name of the person or organization submitting a proposal will be read and recorded. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the attendees and witnesses will also be recorded.

18. The evaluation of the Proposals will be conducted by a team/committee appointed by the Chief Procurement Office in conjunction with the Airport Manager. The judgment of the evaluators will be based upon the evaluation criteria set forth within this RFP and shall be final.

19. Each proposal must be accompanied by a **Lease Application Fee** in the amount of $3,000. The fee must be made in the form of a cashier's check or certified check made payable to the Nantucket Memorial Airport. No proposal will be accepted unless accompanied by said deposit. The deposit shall be retained by The Airport Commission as a guarantee that the proposer, if his/her proposal is accepted, will:

    a) Enter into the Lease Agreement (Appendix I)

    b) Will furnish the required Security Deposits and Insurance Certificates, and

    c) Will obtain all applicable licenses and permits.

20. If a successful proposer fails to perform any one or all of these conditions, the Lease Application Fee shall be forfeited to the Airport as liquidated damages. The lease application fee of the successful proposer will be retained by the Airport as an administrative cost. The Lease Application Fee of unsuccessful proposers shall be returned without interest.

21. All information acquired by the Proposer from the Municipality/Airport or from others at the expense of the Municipality/Airport in performance of the agreement, shall be and remains the property of the Municipality/Airport. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Proposer for delivery to the Airport shall be and remain the property of the Airport.

B. PRE-PROPOSAL CONFERENCE & SITE VISIT

A Pre-Proposal Conference will be held virtually via Zoom format on the date and at the time stated in Section II – "Key Dates". Attendance at the Pre-Proposal Conference is optional, but highly encouraged. Video in lieu of site tour may be provided.

Zoom access information to the conference:

Join Zoom Meeting
https://us06web.zoom.us/j/84462795179

Meeting ID: 844 6279 5179
One tap mobile
+13126266799,,84462795179# US (Chicago)
+16465588656,,84462795179# US (New York)

C. QUESTIONS AND CLARIFICATIONS

Proposers may prepare and submit any initial questions three (3) calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. Questions should be submitted **in writing** to Katy Perales, Office Manager, kperales@nantucketairport.com. Airport's responses to questions received by this due date may be distributed at the Pre-Proposal Conference and subsequently posted as an addendum along with questions received during or immediately after the Pre-Submittal Conference.

Any oral response given at the Pre-Proposal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Airport. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Airport shall not be binding on the Airport. Proposers should resubmit their oral questions in writing, after the conclusion of the Pre-Proposal Conference.

D. NOTIFICATION OF AWARD AND RESERVATION OF RIGHTS

All proposers will be notified of the selection decision within 30 days of the date the proposals are due unless otherwise notified by the Airport. In no case will the awards be made beyond 90 days unless the proposers agree to extend the period in which the proposals are valid.

The Lease, if awarded, will be awarded to the Proposer whose Proposal is deemed most advantageous to Airport, as determined by the selection committee, upon approval of the Airport Commission.

Airport may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Airport. Final selection of a Proposer is subject to approval of the Airport Commission.

Airport reserves the right to reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Airport also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

E. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

The Town of Nantucket and The Airport Commission will require tenants and subtenants involved in local municipal or airport projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

IV. AIRPORT OBJECTIVES

In this section several specific areas of Airport concern are identified. Every proposal should include enough information to address each one of these areas. Each proposer may include additional pertinent information regarding other important aspects of their business. If there is some unique or outstanding aspect of the business offered that will provide the evaluation committee with information that may assist them in making their determination of who should best get the lease, please include any documentation you feel is necessary. However, each proposer is strongly cautioned against including information that has little importance on determining the strength of the proposer. Extraneous advertising material, excessive documentation, and unrelated exhibits may count against a proposer in the overall evaluation rating.

1. Qualifications

a. The successful Proposer must be involved in the day-to-day management and operation of the Concession.

b. The successful Proposer must have prior experience in the management of a restaurant, bar, mobile food unit, retail, or similar to that required to run the Concession. Please include any degrees or certifications obtained.

c. It is essential that the successful Proposer recognize the importance of cooperation between the operation of the Concession Area and services required for the traveling public (i.e. airline announcements and baggage space within the premises) to ensure the smooth operation of the Airport and the concession, including delivery of supplies to the concession through security.

2. Concession Concept

The Concession area is located in a seasonal tent on the Airport apron. The space consists of approximately 160 square feet of dedicated concession space, approximately 120 square feet of common use space available for alcoholic beverage consumption, and approximately 16 square feet of accessible shared storage space located in the Terminal Building. The common use space is identified for the consumption of alcoholic beverages, as applicable to the concession operation. Limited electrical is available; no sewer or water service is provided. The Proposer must identify specifically what Concession concepts/services/elements they intend to deliver to the traveling public (i.e. general retail, food and beverage, beer and wine, grab and go, specialty retail, other). The proposer should take care to identify what permitting or operating effort is required to support their proposed method of providing their chosen scope of food and beverage services, and their ability to obtain those permits. It would be appropriate to include a layout plan or figures to show the utilization of the Concession space.

3. Operation Plan

While Item #2 should explain the concept of the concession, the Operation Plan should explain how the Proposer seeks to execute that concept, given the limited utilities and space available, screening demands on TSA, and time constraints associated with peak passenger flow, dwell time, and aircraft delays. Appropriate items for the proposer to address are how the following will be handled:

- Point of Sale operations
- Open/close procedures
- Response to irregular operations
- Staffing
- Pricing Strategy
- Promotions and marketing
- Continuity of deliveries

4. **Safety and Security Measures**

The Proposer will be operating a concession with the Airport Security Identification Display Area (SIDA). Provision of 49 CFR 1542 and the Airport Security Plan apply. The proposer must identify their understanding of and capacity to implement Airport requirements for:

a. Staff to obtain, display, and retain necessary credentials/keys.

b. Delivery and movement of items into the concession or storage area in off-peak times via TSA screening.

c. Capacity to observe and report suspicious activities to relevant authorities.

d. Capacity, if applicable, to ensure safe and lawful alcohol consumption by passengers.

5. **Financial Stability**

Each Proposer must include information that speaks to the financial stability of the plan proposed. While some proposers may have the backing of a national or regional financial institution, the financial stability of the proposer is an important part of measuring how well they will be able to accomplish the project and meet the goals of the Airport.

Documents included in the proposal to provide evidence of financial stability could include, but are not limited to tax returns, financial reports to a national or regional office, certified accounting statements of revenue or expenses, or loan commitment letter.

6. **Concession Items**

The proposer(s) should consider proposing facility concepts, investment levels and product lines, including local and nationally branded products.

a. Concession items to include pre-packaged snacks and drinks. Menu must include healthy offerings and child-friendly items including selections specifically oriented to and priced for children. Concession items may include games and toys suitable for children in case of airline delays.

b. Careful consideration should be given by the Proposer to ensuring that most of the items can accommodate the traveling passengers.

c. Proposers are to submit the proposed item list. The initial list must be approved by the Airport Manager. Subsequent changes must be supplied to the Airport Manager, and meet the minimum requirements established herein.

7. **Hours of Operation**

The concession shall be open seasonally during Airport peak seasonal periods. These periods may change from year to year, depending upon Airline schedules and flight banking practices. Minimum hours of operation are:

a. Summer Peak (June 24th through September 7th): Thursday through Monday from 10am to 7pm: Tuesday and Wednesday from 11am to 5pm.

b. Fall Shoulder (September 8th through September 30th): 16 total hours to be determined Friday-Monday.

Respondent may staff concession in addition to these minimum hours.

Hours are to reasonably accommodate airline schedules, airport customers, passengers, employees and other concessionaires and tenants. Any change to the Minimum Hours of Operations must be submitted by the Proposer and approved in writing by the Airport Manager prior to change occurring. The Proposer must be flexible to accommodate sudden changes in airline schedules.

8. **Point of Sale System (POS) and Reports**

The Proposer's must be capable of reporting to the Airport via POS. The following are the minimum requirements:

a. Daily itemized sales reports must be provided in electronic format as .xls or .csv files.

b. Sales Report should include at a minimum, the date and time of item sold, the name of item sold, the category of item sold (retail, non-alcoholic beverage, alcoholic beverage, food item), item price pre-tax, and item price post tax.

c. Sales reports may be aggregated monthly and provided to the Airport manager by the 15th of the following month, unless otherwise approved in writing by the Airport Manager.

9. **Staffing Requirements**

a. Sufficient number of personnel must be provided to accommodate demand and provide high levels of customer service.

b. All staff must always be in clean dress while working.

c. All staff must be trained and competent to perform their assigned duties.

V. LEASE

The selected proposer is required to execute a Lease with the Airport in the form attached hereto as Appendix I within thirty (30) days of notice of award. In the event the proposer fails to execute the Lease or provide evidence of insurance within the time specified, Airport reserves the right to revoke the award and award the RFP to another proposer.

This RFP does not commit Airport to enter a Lease, award any services related to this RFP, nor does it obligate Airport to pay any costs incurred in preparation or submission of a proposal or in anticipation of a Lease.

A. **Premises**: The dedicated concession square footage is approximately 160 square feet. The common use space for consumption of alcoholic beverages is approximately 120 square feet. The shared storage space is 16 square feet. The actual concession square footage will be determined based on the final floor plan.

B. **Term**: The Lease is for five (5) months commencing May 1, 2021 and terminating September 30, 2021, with four (4) seasonal five-month option terms. The dates of April 28th through April 30th are available for operation and considered part of May reporting, and not pro-rated. The option terms must be exercised by January 1 of the year in which the option term falls. The option terms are subject to the Airport Commission's approval, in its sole discretion. Due to the seasonal nature of the use, the Lease Term may not commence or terminate during the five (5) month operating season (May through September).

C. **Rent**: Rent shall be the greater of the Minimum Annual Guarantee (MAG) or Percentage Rent as described below. The concessionaire shall remit a payment by the 15th day of the month equal to one fifth (1/5) of the Minimum Annual Guarantee or the Percentage Rent Based on Gross Revenue collected through the end of the preceding month, whichever is greater:

Minimum Annual Guarantee (MAG) shall be as follows:

Year 1: $5,000.
1st Option Term: $10,000.
2nd Option Term: $15,000.
3rd Option Term: $20,000.
4th Option Term: $25,000.

Percentage Rent payable on Gross Sales specific to product class is as follows:

***Year 1:**

Beer and Wine:

- 0% of Gross Sales on sales ≤ $50,000
- 5% of Gross Sales on sales between $50,000 and $100,000
- 10% of Gross Sales on sales > $100,000.

Food and Beverage:

- 0% of Gross Sales on sales ≤ $50,000.
- 5% of Gross Sales > $50,000.

Retail:

- 0% of Gross Sales on sales ≤ $25,000.
- 5% of Gross Sales on > $25,000

*For clarification on intent, if **Year 1 Beer and Wine Gross Sales** totaled $50,100, the first $50,000 in Gross Sales would not be subject to percentage rent. Gross Sales greater than $50,000 only would be subject to percentage rent at a 5% rate. The applied percentage rent would be: $50,100 - $50,000 = $100 in Beer and Wine subject to percentage rent, at 5% (or $5 due).

*If **Year 1 Beer and Wine Gross Sales** totaled $125,000, the first $50,000 in Gross Sales would not be subject to percentage rent. Gross Sales greater than $50,000 but less than $100,000 would be subject to percentage rent at a 5% rate. Gross Sales greater than $100,000 would be subject to percentage rent at a 10% rate. The applied percentage rent for sales between $50,000 and $100,00 would be $50,000 * 5% = $2,500. The applied percentage rent for sales greater than $100,000 would be $25,000 * 10% = $2,500. The total percentage rent due in this scenario would be $5,000 ($2,500 for 5% of Gross Sales between $50,000 and $100,00, and $2,500 for 10% of gross sales greater than 100,000).

1st Option Term:

Beer and Wine:

- 10% of Gross Sales on sales ≤ $100,000
- 20% of Gross Sales on sales > $100,000.

Food and Beverage:

- 5% of Gross Sales on sales ≥ $25,000.

Retail:

- 5% of Gross Sales on sales ≥ $10,000.
- 10% of Gross Sales on > $10,000

2nd – 4th Option Terms:

Beer and Wine:

- 20% of Gross Sales.

Food and Beverage:

- 10% of Gross Sales.

Retail:

- 10% of Gross Sales.

D. Security Deposit: $1,250

E. Additional Lease Terms: Additional terms shall be included in the Lease and will include the following:

The concessionaire shall be responsible for all licensing fees as determined by the Town of Nantucket. All local licenses and permits are the responsibility of the Proposer. A current copy of each is to be provided to the Airport Manager's office. The successful Proposer may apply and obtain a full liquor license. If alcohol is served, the Proposer must maintain liquor liability insurance.

If elected and licensed by the Nantucket Select Board, the area of the Premises in which alcoholic beverages will be served and consumed shall be limited and clearly delineated to the satisfaction of the Town of Nantucket. Appropriate precautions shall be taken to assure that alcoholic beverages are not consumed outside the premises.

The Concessionaire will be responsible for compliance with all Massachusetts and Nantucket laws, regulations and ordinances governing the serving and consumption of alcoholic beverages on the premises including the consumption of alcoholic beverages by minors.

Alcohol may only be served as indicated on the Concessionaire's liquor license.

The Concessionaire hereby agrees to indemnify and hold harmless the Town and County of Nantucket and all of their officials, members, officers, employees and agents from any and all claims arising out of the sale or consumption of alcoholic beverages on the premises and all other costs (including legal fees) related thereto. The Concessionaire will maintain liability insurance with respect to the serving of alcoholic beverages as required by the laws and regulations of the Commonwealth of Massachusetts and the Town and County of Nantucket. All Such policies of liability insurance shall name the Town and County of Nantucket and all other indemnified parties as additional insured parties under the policy. The Concessionaire shall deliver written proof of such insurance, by a certificate of insurance or otherwise as required by the Town, to the Town's designee on or before March 1 of each year during the term herein.

These provisions are subject to review, modification or termination by the Town of Nantucket at its sole discretion at any time.

The Proposer will supply all equipment and furnishings.

The Proposer will not be permitted to offer live or canned entertainment without prior written approval by the Airport Commission, which entertainment must not interfere with airline announcements.
The Airport will not supply heat, conditioned air, or water to the concession. Limited electric service will be provided by the Airport.

The Lessee shall maintain, with respect to the leased Premises and the property of which the leased Premises are a part, comprehensive public liability insurance, in the amount of $2,000,000, with property damage insurance in limits of $1,000,000, with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Landlord as well as Tenant against injury to persons or damage to property as provided. Lessee shall maintain a minimum of $1,000,000 Liquor Liability Insurance if Tenant serves alcohol on the Premises. Additional insurance requirements listed in the Lease Agreement, Appendix I. These policies must name Nantucket Airport, additional insured.

The premises, including storage room, must be kept in a sanitary condition. The Proposer must adhere to all local and state sanitary regulations. All refuse from the operation must be placed in suitable receptacles.

Subleasing of services or space under awarded lease is not allowed without prior written consent from the Airport, which consent may be withheld in its sole and absolute discretion.

VI. PROPOSAL REQUIREMENTS

The following **Minimum Requirements** must be included in all proposals. Failure to provide any of the Minimum Requirements shall deem the Proposal as non-responsive:

1. Proposers must submit (1) original, signed in ink, one (1) copy, and one (1) electronic copy of the Proposal via USB drive in a sealed envelope clearly marked with the Proposers name and title: **"Nantucket Memorial Airport - RFP Seasonal Hold Room Concession".** Note: Electronic versions can be submitted as a thumb drive and **CAN NOT** be emailed.

2. The proposal must be received in the Office of the Airport Manager before the deadline for receipt of proposals stated in Section II – "Key Dates".

3. $3,000 Lease Application Fee

4. Cover Letter/Executive Summary of no more than two pages including the following:

   a. Identification of the RFP (Nantucket Memorial Airport - RFP Seasonal Hold Room Concession)

   b. An introduction of the company, a description of the proposed concept of operations, and a brief explanation of experience and knowledge of proposed operation.

   c. Statement that the Proposer will execute a Concession Lease in the form included with this RFP.

   d. Other general information that the Proposer desires to include as an introduction to the Proposal.

5. General Information (Appendix A, Part 1), Experience and Background (Appendix A, Part 3) and Proposed Plan (Appendix A, Part 4).

6. At least two (2) business references and one (1) financial reference (Appendix A, Part 2).

7. Compensation Schedule (Appendix B). **Must be signed and notarized.**

8. Completed Certificate of Tax Compliance (Appendix C), Certificate of Non-Collusion (Appendix D) and Litigation Disclosure Form (Appendix E).

9. DBE/ACDBE Requirements: Associated Certificates, if applicable, or ACDBE Good Faith Effort (Form 1) & Letter of Intent (Form 2)- (Appendix F)

10. Proof of Insurability: Insurance Provider's Letter or copy of Current Certificate of Insurance

11. Signature Page (Appendix G).

12. Proposal Checklist (Appendix H).

VII. PROPOSAL EVALUATION

A. MINIMIM REQUIREMENTS. Proposers must meet the minimum requirements as specified in Section VI.

B. RULE FOR AWARD.

The Evaluation Committee will recommend to the Airport the proposal which is deemed most advantageous from a responsive and responsible proposer taking into consideration evaluation criteria set forth in the RFP. The Commission reserves the right to reject any or all proposals or to negotiate for the modification of any proposal with its Proposer.

Awarded proposers will be required to execute the Lease, attached as Appendix I within 30 days of notice of award and provide proof of Workmen's Compensation Insurance, as required by the Town of Nantucket and Massachusetts General Law Chapter 152, as amended, and Certificate of Insurance as described in the Lease, naming the Town of Nantucket/Nantucket Memorial Airport as an additional insured. **Note: Appendix I will be forwarded to all registered planholders as part of Addendum #1**

C. COMPARATIVE EVALUATION CRITERIA

Responsive proposals to the Minimum Evaluation Criteria shall be evaluated and compared based upon the following criteria:

1. **Qualifications/Experience.**

- **Highly Advantageous (HA):** Proposer has 10 or more years' prior experience in the management of a restaurant, bar, mobile food unit, retail, or similar to that required to run a concession of the type solicited by this RFP.

- **Advantageous (A):** Proposer has between 5-9 years' prior experience in the management of a restaurant, bar, mobile food unit, retail, or similar to that required to run a concession of the type solicited by this RFP.

- **Not Advantageous (NA):** Proposer has 3-4 years' prior experience in the management of a restaurant, bar, mobile food unit, retail, or similar to that required to run a concession of the type solicited by this RFP.

- **Unacceptable (U):** Proposer has less than 3 years' prior experience in the management of a restaurant, bar, mobile food unit, retail, or similar to that required to run a concession of the type solicited by this RFP.

2. **Concept and Operations Plan**

- **Highly Advantageous (HA):** Response maximizes the goals of this RFP and interests of the Airport, is informative and contains all elements requested in the Airport's Objectives in a thorough and detailed manner, including Point of Sale System and Staffing Requirements.

- **Advantageous (A):** Response maximizes the goals of this RFP and interests of the Airport, is informative and contains most elements requested in the Airport's Objectives in a thorough and detailed manner.

- **Not Advantageous (NA):** Response is informative, and proposal is compatible with the goals of this RFP and the Airport's Objectives.

- **Unacceptable (U): P**roposal is not compatible with the goals of this RFP and the Airport's Objectives.

3. **Safety and Security Measures**

- **Highly Advantageous (HA):** Response is informative and meets all criteria requested in the Airport's Objectives in a thorough and detailed manner.

- **Advantageous (A):** Response is informative, and proposal includes most of the items requested in the Airport's Objectives with enough detail.

- **Not Advantageous (NA):** Response does not address all items requested in the Airport's Objectives, and insufficient detail is provided.

- **Unacceptable (U):** Response failed to address any of the requirements listed in the Airport's Objectives.

4. **Financial Stability**

- **Highly Advantageous (HA)** – An entity, organization or individual(s) who clearly demonstrates that they have the financial capacity to run the concession sought by this RFP.

- **Advantageous (A)** – An entity, organization or individual(s) who adequately demonstrates that they have the financial capacity to run the concession sought by this RFP.

- **Not Advantageous (NA)** – An entity, organization or individual(s) who demonstrates limited financial capacity to run the concession sought by this RFP.

- **Unacceptable (U):** An entity, organization or individual(s) who does not demonstrates that they have the financial capacity to run the concession sought by this RFP

5. **Concession Items**

- **Highly Advantageous (HA):** Response exceeds minimum requirements by offering 3 or more reasonably priced snacks, drinks, and entertainment items suitable for children and contain at least 5 healthy snack and beverage choices.

- **Advantageous (A):**Response exceeds minimum requirements by offering 3 or more reasonably priced snacks, drinks, and entertainment items suitable for children and contain at least 3 healthy snack and beverage choices.

- **Not Advantageous (NA)**Response meets minimum requirements by offering at least 2 snack and beverage items suitable for children at reasonable prices and contain a healthy snack and beverage choice.

- **Unacceptable (U):** – Response does not meet the minimum requirement and offers less than two snack and beverage items suitable for children at reasonable prices and contain a healthy snack and beverage choice.

6. **Hours of Operation**

- **Highly Advantageous (HA):** Response exceeds minimum requirements for hours of operation.

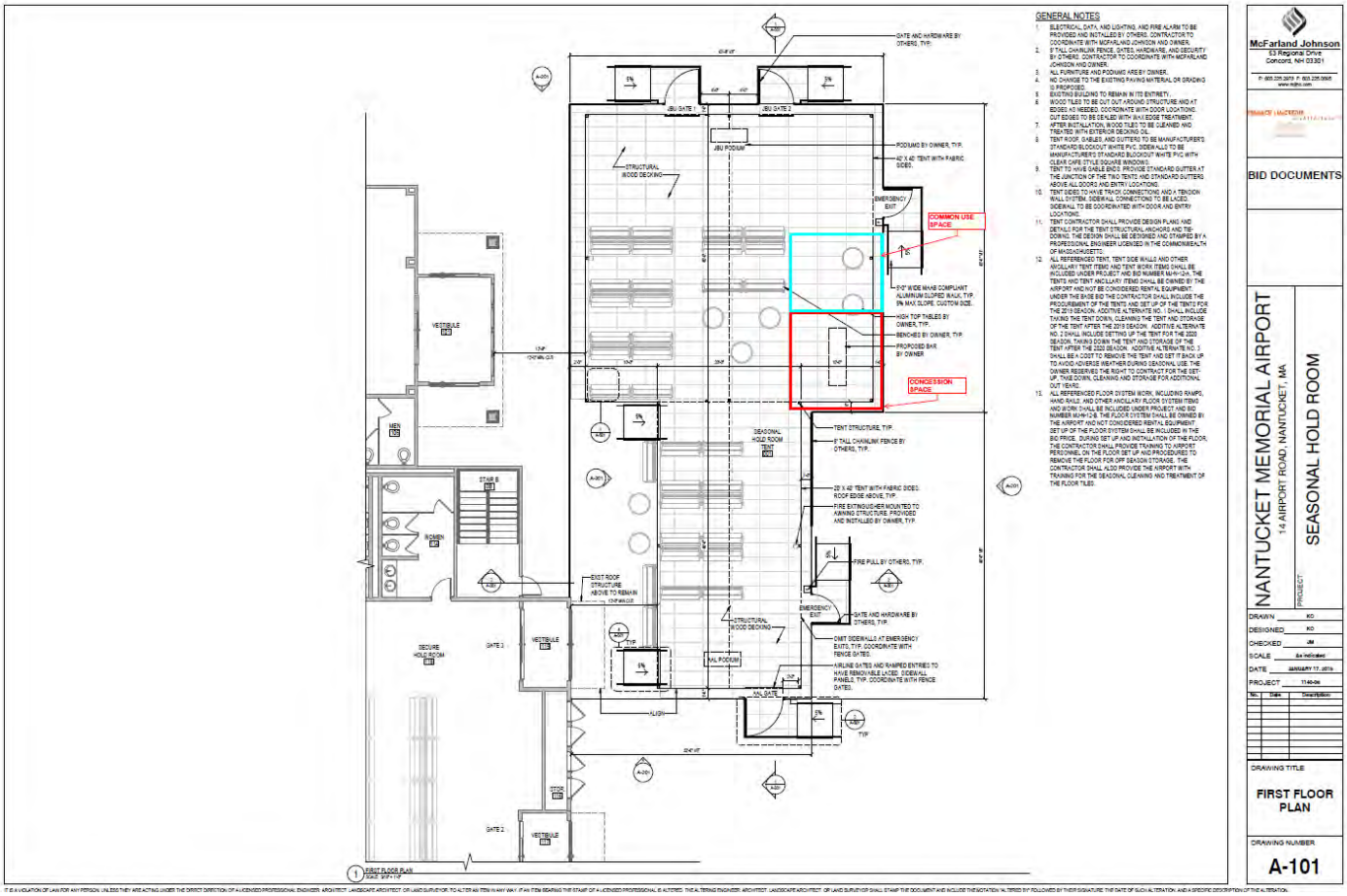
- **Advantageous (A):** Response meets minimum requirements for hours of operation.

- **Not Advantageous (NA)** – Response does not address hours of operation in the proposal

- **Unacceptable (U)**: Response does meet minimum requirements for the hours of operation

Exhibit A-1

Season Hold Room and Storage Location



TOWN of NANTUCKET, MASS
INCORPORATED 1671
Nantucket
Memorial Airport
Nantucket, Massachusetts
EarthTech | ARCHITECTURE
DATE: FEBRUARY 8, 2008
SCALE: 1/16" = 1'-0"
PROJECT NUMBER: 35405
First Floor Plan
A210
1 FIRST FLOOR PLAN
A210

Exhibit A-2

2019-2021 Daily Securely-Screened Departing Passengers

Year	DOW	TSA PAX	Year	DOW	TSA PAX	Year	DOW	TSA PAX
5/1/2019	Wed	69	5/1/2020	Fri	3	5/1/2021	Sat	37
5/2/2019	Thu	45	5/2/2020	Sat	5	5/2/2021	Sun	56
5/3/2019	Fri	68	5/3/2020	Sun	-	5/3/2021	Mon	45
5/4/2019	Sat	32	5/4/2020	Mon	2	5/4/2021	Tue	
5/5/2019	Sun	49	5/5/2020	Tue		5/5/2021	Wed	27
5/6/2019	Mon	43	5/6/2020	Wed	4	5/6/2021	Thu	74
5/7/2019	Tue	49	5/7/2020	Thu	7	5/7/2021	Fri	77
5/8/2019	Wed	49	5/8/2020	Fri		5/8/2021	Sat	46
5/9/2019	Thu	65	5/9/2020	Sat	3	5/9/2021	Sun	172
5/10/2019	Fri	57	5/10/2020	Sun	4	5/10/2021	Mon	75
5/11/2019	Sat	55	5/11/2020	Mon	4	5/11/2021	Tue	29
5/12/2019	Sun	166	5/12/2020	Tue	2	5/12/2021	Wed	30
5/13/2019	Mon	90	5/13/2020	Wed	6	5/13/2021	Thu	104
5/14/2019	Tue	72	5/14/2020	Thu	3	5/14/2021	Fri	121
5/15/2019	Wed	100	5/15/2020	Fri	6	5/15/2021	Sat	113
5/16/2019	Thu	123	5/16/2020	Sat		5/16/2021	Sun	352
5/17/2019	Fri	191	5/17/2020	Sun	10	5/17/2021	Mon	170
5/18/2019	Sat	132	5/18/2020	Mon	7	5/18/2021	Tue	58
5/19/2019	Sun	518	5/19/2020	Tue	2	5/19/2021	Wed	50
5/20/2019	Mon	370	5/20/2020	Wed	-	5/20/2021	Thu	149
5/21/2019	Tue	133	5/21/2020	Thu	7	5/21/2021	Fri	155
5/22/2019	Wed	95	5/22/2020	Fri	6	5/22/2021	Sat	127
5/23/2019	Thu	126	5/23/2020	Sat	9	5/23/2021	Sun	440
5/24/2019	Fri	220	5/24/2020	Sun	10	5/24/2021	Mon	191
5/25/2019	Sat	87	5/25/2020	Mon	18	5/25/2021	Tue	55
5/26/2019	Sun	262	5/26/2020	Tue	14	5/26/2021	Wed	52
5/27/2019	Mon	675	5/27/2020	Wed	11	5/27/2021	Thu	166
5/28/2019	Tue	398	5/28/2020	Thu	16	5/28/2021	Fri	190
5/29/2019	Wed	180	5/29/2020	Fri	15	5/29/2021	Sat	126
5/30/2019	Thu	181	5/30/2020	Sat	20	5/30/2021	Sun	393
5/31/2019	Fri	276	5/31/2020	Sun	19	5/31/2021	Mon	957
6/1/2019	Sat	121	6/1/2020	Mon	20	6/1/2021	Tue	406
6/2/2019	Sun	520	6/2/2020	Tue	10	6/2/2021	Wed	261
6/3/2019	Mon	321	6/3/2020	Wed	18	6/3/2021	Thu	340
6/4/2019	Tue	157	6/4/2020	Thu	22	6/4/2021	Fri	387
6/5/2019	Wed	157	6/5/2020	Fri	12	6/5/2021	Sat	312
6/6/2019	Thu	245	6/6/2020	Sat	23	6/6/2021	Sun	965
6/7/2019	Fri	325	6/7/2020	Sun	33	6/7/2021	Mon	411
6/8/2019	Sat	202	6/8/2020	Mon	29	6/8/2021	Tue	274
6/9/2019	Sun	630	6/9/2020	Tue	15	6/9/2021	Wed	265
6/10/2019	Mon	400	6/10/2020	Wed	22	6/10/2021	Thu	402
6/11/2019	Tue	204	6/11/2020	Thu	24	6/11/2021	Fri	430
6/12/2019	Wed	245	6/12/2020	Fri		6/12/2021	Sat	550
6/13/2019	Thu	420	6/13/2020	Sat	30	6/13/2021	Sun	1,218
6/14/2019	Fri	360	6/14/2020	Sun	48	6/14/2021	Mon	644
6/15/2019	Sat	470	6/15/2020	Mon	37	6/15/2021	Tue	366
6/16/2019	Sun	1,096	6/16/2020	Tue	29	6/16/2021	Wed	375
6/17/2019	Mon	702	6/17/2020	Wed	24	6/17/2021	Thu	492
6/18/2019	Tue	476	6/18/2020	Thu	33	6/18/2021	Fri	627
6/19/2019	Wed	528	6/19/2020	Fri	79	6/19/2021	Sat	736
6/20/2019	Thu	644	6/20/2020	Sat	102	6/20/2021	Sun	1,296
6/21/2019	Fri	1,050	6/21/2020	Sun	93	6/21/2021	Mon	667
6/22/2019	Sat	774	6/22/2020	Mon	81	6/22/2021	Tue	437
6/23/2019	Sun	1,407	6/23/2020	Tue	57	6/23/2021	Wed	484
6/24/2019	Mon	943	6/24/2020	Wed	62	6/24/2021	Thu	608
6/25/2019	Tue	595	6/25/2020	Thu	74	6/25/2021	Fri	707
6/26/2019	Wed	607	6/26/2020	Fri	97	6/26/2021	Sat	962
6/27/2019	Thu	750	6/27/2020	Sat	226	6/27/2021	Sun	1,452
6/28/2019	Fri	708	6/28/2020	Sun	137	6/28/2021	Mon	717
6/29/2019	Sat	936	6/29/2020	Mon	60	6/29/2021	Tue	463
6/30/2019	Sun	1,359	6/30/2020	Tue	60	6/30/2021	Wed	548

Year	DOW	TSA PAX		Year	DOW	TSA PAX		Year	DOW	TSA PAX
7/1/2019	Mon	763		7/1/2020	Wed	132		7/1/2021	Thu	524
7/2/2019	Tue	589		7/2/2020	Thu	164		7/2/2021	Fri	572
7/3/2019	Wed	617		7/3/2020	Fri	229		7/3/2021	Sat	896
7/4/2019	Thu	500		7/4/2020	Sat	190		7/4/2021	Sun	487
7/5/2019	Fri	1,142		7/5/2020	Sun	425		7/5/2021	Mon	1,467
7/6/2019	Sat	1,872		7/6/2020	Mon	357		7/6/2021	Tue	1,117
7/7/2019	Sun	1,986		7/7/2020	Tue	220		7/7/2021	Wed	809
7/8/2019	Mon	1,303		7/8/2020	Wed	233		7/8/2021	Thu	767
7/9/2019	Tue	852		7/9/2020	Thu	213		7/9/2021	Fri	953
7/10/2019	Wed	682		7/10/2020	Fri	242		7/10/2021	Sat	1,684
7/11/2019	Thu	700		7/11/2020	Sat	457		7/11/2021	Sun	1,792
7/12/2019	Fri	883		7/12/2020	Sun	503		7/12/2021	Mon	848
7/13/2019	Sat	1,210		7/13/2020	Mon	178		7/13/2021	Tue	621
7/14/2019	Sun	1,452		7/14/2020	Tue	170		7/14/2021	Wed	722
7/15/2019	Mon	1,060		7/15/2020	Wed	159		7/15/2021	Thu	734
7/16/2019	Tue	691		7/16/2020	Thu	165		7/16/2021	Fri	878
7/17/2019	Wed	613		7/17/2020	Fri			7/17/2021	Sat	1,402
7/18/2019	Thu	759		7/18/2020	Sat	475		7/18/2021	Sun	1,792
7/19/2019	Fri	903		7/19/2020	Sun	477		7/19/2021	Mon	872
7/20/2019	Sat	1,218		7/20/2020	Mon	308		7/20/2021	Tue	684
7/21/2019	Sun	1,518		7/21/2020	Tue	195		7/21/2021	Wed	644
7/22/2019	Mon	1,100		7/22/2020	Wed	179		7/22/2021	Thu	750
7/23/2019	Tue	761		7/23/2020	Thu	217		7/23/2021	Fri	874
7/24/2019	Wed	720		7/24/2020	Fri			7/24/2021	Sat	1,529
7/25/2019	Thu	736		7/25/2020	Sat	593		7/25/2021	Sun	1,697
7/26/2019	Fri	980		7/26/2020	Sun	509		7/26/2021	Mon	845
7/27/2019	Sat	1,336		7/27/2020	Mon			7/27/2021	Tue	688
7/28/2019	Sun	1,606		7/28/2020	Tue	204		7/28/2021	Wed	655
7/29/2019	Mon	1,158		7/29/2020	Wed	198		7/29/2021	Thu	716
7/30/2019	Tue	857		7/30/2020	Thu	207		7/30/2021	Fri	939
7/31/2019	Wed	698		7/31/2020	Fri			7/31/2021	Sat	1,549
8/1/2019	Thu	728		8/1/2020	Sat			8/1/2021	Sun	1,723
8/2/2019	Fri	914		8/2/2020	Sun	562		8/2/2021	Mon	970
8/3/2019	Sat	1,390		8/3/2020	Mon	257		8/3/2021	Tue	639
8/4/2019	Sun	1,479		8/4/2020	Tue	163		8/4/2021	Wed	602
8/5/2019	Mon	1,120		8/5/2020	Wed	167		8/5/2021	Thu	807
8/6/2019	Tue	821		8/6/2020	Thu	213		8/6/2021	Fri	895
8/7/2019	Wed	770		8/7/2020	Fri	355		8/7/2021	Sat	1,589
8/8/2019	Thu	841		8/8/2020	Sat	563		8/8/2021	Sun	1,720
8/9/2019	Fri	1,078		8/9/2020	Sun	555		8/9/2021	Mon	921
8/10/2019	Sat	1,396		8/10/2020	Mon	281		8/10/2021	Tue	761
8/11/2019	Sun	1,551		8/11/2020	Tue	134		8/11/2021	Wed	685
8/12/2019	Mon	1,152		8/12/2020	Wed	140		8/12/2021	Thu	752
8/13/2019	Tue	825		8/13/2020	Thu			8/13/2021	Fri	1,052
8/14/2019	Wed	756		8/14/2020	Fri	262		8/14/2021	Sat	1,562
8/15/2019	Thu	859		8/15/2020	Sat	670		8/15/2021	Sun	1,774
8/16/2019	Fri	1,104		8/16/2020	Sun	579		8/16/2021	Mon	903
8/17/2019	Sat	1,402		8/17/2020	Mon	271		8/17/2021	Tue	684
8/18/2019	Sun	1,552		8/18/2020	Tue	169		8/18/2021	Wed	685
8/19/2019	Mon	1,262		8/19/2020	Wed	164		8/19/2021	Thu	710
8/20/2019	Tue	915		8/20/2020	Thu	214		8/20/2021	Fri	934
8/21/2019	Wed	763		8/21/2020	Fri	269		8/21/2021	Sat	1,731
8/22/2019	Thu	806		8/22/2020	Sat	618		8/22/2021	Sun	-
8/23/2019	Fri	1,016		8/23/2020	Sun	484		8/23/2021	Mon	1,278
8/24/2019	Sat	1,293		8/24/2020	Mon	208		8/24/2021	Tue	1,266
8/25/2019	Sun	1,546		8/25/2020	Tue	186		8/25/2021	Wed	556
8/26/2019	Mon	1,049		8/26/2020	Wed	153		8/26/2021	Thu	714
8/27/2019	Tue	735		8/27/2020	Thu	170		8/27/2021	Fri	783
8/28/2019	Wed	682		8/28/2020	Fri	251		8/28/2021	Sat	1,263
8/29/2019	Thu	659		8/29/2020	Sat			8/29/2021	Sun	1,775
8/30/2019	Fri	875		8/30/2020	Sun			8/30/2021	Mon	901
8/31/2019	Sat	1,126		8/31/2020	Mon			8/31/2021	Tue	629

Year	DOW	TSA PAX		Year	DOW	TSA PAX		Year	DOW	TSA PAX
9/1/2019	Sun	1,347		9/1/2020	Tue	175		9/1/2021	Wed	604
9/2/2019	Mon	1,600		9/2/2020	Wed	155		9/2/2021	Thu	539
9/3/2019	Tue	1,004		9/3/2020	Thu	175		9/3/2021	Fri	616
9/4/2019	Wed	497		9/4/2020	Fri	227		9/4/2021	Sat	805
9/5/2019	Thu	511		9/5/2020	Sat	337		9/5/2021	Sun	1,314
9/6/2019	Fri	546		9/6/2020	Sun	449		9/6/2021	Mon	1,442
9/7/2019	Sat	45		9/7/2020	Mon			9/7/2021	Tue	973
9/8/2019	Sun	970		9/8/2020	Tue	325		9/8/2021	Wed	578
9/9/2019	Mon	517		9/9/2020	Wed	138		9/9/2021	Thu	381
9/10/2019	Tue	281		9/10/2020	Thu	138		9/10/2021	Fri	574
9/11/2019	Wed	268		9/11/2020	Fri	143		9/11/2021	Sat	694
9/12/2019	Thu	387		9/12/2020	Sat	131		9/12/2021	Sun	995
9/13/2019	Fri	466		9/13/2020	Sun	244		9/13/2021	Mon	762
9/14/2019	Sat	466		9/14/2020	Mon	162		9/14/2021	Tue	386
9/15/2019	Sun	784		9/15/2020	Tue			9/15/2021	Wed	399
9/16/2019	Mon	562		9/16/2020	Wed	76		9/16/2021	Thu	370
9/17/2019	Tue	297		9/17/2020	Thu	95		9/17/2021	Fri	490
9/18/2019	Wed	251		9/18/2020	Fri	216		9/18/2021	Sat	526
9/19/2019	Thu	354		9/19/2020	Sat	135		9/19/2021	Sun	987
9/20/2019	Fri	390		9/20/2020	Sun	270		9/20/2021	Mon	711
9/21/2019	Sat	255		9/21/2020	Mon	154		9/21/2021	Tue	391
9/22/2019	Sun	780		9/22/2020	Tue			9/22/2021	Wed	299
9/23/2019	Mon	496		9/23/2020	Wed	77		9/23/2021	Thu	367
9/24/2019	Tue	157		9/24/2020	Thu			9/24/2021	Fri	390
9/25/2019	Wed	151		9/25/2020	Fri	125		9/25/2021	Sat	465
9/26/2019	Thu	333		9/26/2020	Sat	135		9/26/2021	Sun	967
9/27/2019	Fri	303		9/27/2020	Sun	221		9/27/2021	Mon	752
9/28/2019	Sat	192		9/28/2020	Mon	157		9/28/2021	Tue	442
9/29/2019	Sun	664		9/29/2020	Tue	69		9/29/2021	Wed	370
9/30/2019	Mon	469		9/30/2020	Wed	64		9/30/2021	Thu	382
10/1/2019	Tue	171		10/1/2020	Thu	118		10/1/2021	Fri	392
10/2/2019	Wed	147		10/2/2020	Fri	140		10/2/2021	Sat	290
10/3/2019	Thu	225		10/3/2020	Sat	55		10/3/2021	Sun	867
10/4/2019	Fri	270		10/4/2020	Sun	211		10/4/2021	Mon	528
10/5/2019	Sat	134		10/5/2020	Mon	139		10/5/2021	Tue	231
10/6/2019	Sun	483		10/6/2020	Tue	58		10/6/2021	Wed	213
10/7/2019	Mon	272		10/7/2020	Wed	31		10/7/2021	Thu	234
10/8/2019	Tue	195		10/8/2020	Thu	90		10/8/2021	Fri	329
10/9/2019	Wed	58		10/9/2020	Fri	92		10/9/2021	Sat	200
10/10/2019	Thu	-		10/10/2020	Sat	37		10/10/2021	Sun	620
10/11/2019	Fri	342		10/11/2020	Sun	150		10/11/2021	Mon	762
10/12/2019	Sat	183		10/12/2020	Mon	167		10/12/2021	Tue	380
10/13/2019	Sun	278		10/13/2020	Tue	65		10/13/2021	Wed	219
10/14/2019	Mon	402		10/14/2020	Wed	48		10/14/2021	Thu	214
10/15/2019	Tue	277		10/15/2020	Thu	95		10/15/2021	Fri	255
10/16/2019	Wed	74		10/16/2020	Fri	108		10/16/2021	Sat	218
10/17/2019	Thu	91		10/17/2020	Sat	35		10/17/2021	Sun	419
10/18/2019	Fri	219		10/18/2020	Sun	141		10/18/2021	Mon	366
10/19/2019	Sat	55		10/19/2020	Mon			10/19/2021	Tue	129
10/20/2019	Sun	177		10/20/2020	Tue	27		10/20/2021	Wed	99
10/21/2019	Mon	149		10/21/2020	Wed	28		10/21/2021	Thu	93
10/22/2019	Tue	55		10/22/2020	Thu	95		10/22/2021	Fri	106
10/23/2019	Wed	47		10/23/2020	Fri	25		10/23/2021	Sat	108
10/24/2019	Thu	58		10/24/2020	Sat	25		10/24/2021	Sun	128
10/25/2019	Fri	49		10/25/2020	Sun	121		10/25/2021	Mon	139
10/26/2019	Sat	52		10/26/2020	Mon	41		10/26/2021	Tue	93
10/27/2019	Sun	70		10/27/2020	Tue	24		10/27/2021	Wed	78
10/28/2019	Mon	74		10/28/2020	Wed	37		10/28/2021	Thu	109
10/29/2019	Tue	63		10/29/2020	Thu			10/29/2021	Fri	91
10/30/2019	Wed	54		10/30/2020	Fri	29		10/30/2021	Sat	88
10/31/2019	Thu	46		10/31/2020	Sat	35		10/31/2021	Sun	73

APPENDIX A
PART ONE: GENERAL INFORMATION

1. Proposer Information: Provide the following information regarding the Proposer.
(NOTE: Co-Proposers are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-Proposers are not Co-Proposers and should not be identified here. If this proposal includes Co-Proposers, provide the required information in this Item #1 for each Co-Proposer by copying and inserting an additional block(s) before Item #2.)

Proposer Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)
Principal Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Website address: _____
Year established: _____
Provide the number of years in business under present name: _____
Social Security Number or Federal Employer Identification Number: _____
Massachusetts Taxpayer Number, if applicable: _____
DUNS NUMBER, if applicable: _____
Business Structure: Check the box that indicates the business structure of the Proposer.
_____ Individual or Sole Proprietorship. List Assumed Name, if any: _____
_____ Partnership
_____ Corporation: _____ Profit or _____ Non-Profit
_____ Domestic or _____ Foreign

_____ Other. If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

Provide any other names under which Proposer has operated within the last 10 years and length of time under for each:

_____
_____
_____

Provide address of office from which this project would be managed:
Street: _____
City: _____ State: _____ Zip Code: _____
Telephone No._____ Fax No: _____
Annual Revenue: $ _____
Total Number of Employees: _____
Total Number of House Accounts: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

_____
_____
_____

List Related Companies:

_____
_____
_____

2. **Contact Information:** List the one person who the Airport may contact concerning your proposal or setting dates for meetings.

   Name: _____ Title: _____
   Address: _____
   City: _____ State : _____ Zip Code: _____
   Telephone No._____ Fax No: _____
   Email: _____

3. Does Proposer anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

____ **Yes** _____ **No**

4. Is Proposer authorized and/or licensed to do business in Massachusetts?

   _____ **Yes** _____ **No**
   If "Yes", list authorizations/licenses.

   _____
   _____
   _____

5. Where is the Proposer's corporate headquarters located? _____

6. **Local/County Operation**: Does the Proposer have an office located in Nantucket, Massachusetts?

   _____ **Yes** (Answer **a** & **b** below then go to Question 8) _____ **No** (Go to Question 7)
   a. How long has the Proposer conducted business from its Nantucket office?
   _____ Years _____ Months
   b. State the number of full-time employees at the Nantucket office. _____

7. **State Operation:** If "No" answered item 6, indicate if Proposer has an office located within Massachusetts?

   _____ **Yes** (Answer a & b below) _____ **No** (Go to Question 8)
   a. How long has the Proposer conducted business from its Massachusetts office?
   _____ Years _____Months
   b. State the number of full-time employees at the Massachusetts office. _____

8. **Debarment/Suspension Information**: Has the Proposer or any of its principals been debarred or suspended from contracting with any public entity?

   _____ **Yes** _____ **No**
   If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

   _____
   _____
   _____

9. **Surety Information**: Has the Proposer ever had a bond or surety canceled or forfeited?
   _____ **Yes** _____ **No**
   If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
   _____
   _____

10. **Bankruptcy Information**: Has the Proposer ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
    _____ **Yes** _____ **No**
    If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
    _____
    _____
    _____

11. **Disciplinary Action:** Has the Proposer ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.
    _____
    _____
    _____

12. **Previous Contracts:**
    a. **Has the Proposer ever failed to complete any contract awarded? _____ Yes _____ No**

    If **"Yes"**, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
    _____
    _
    _____
    _
    _____
    _

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? _____ **Yes** _____ **No**
    If **"Yes"**, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
    _____
    _____
    _____

    c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? _____ **Yes** _____ **No**

    If "**Yes"**, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

APPENDIX A
PART TWO: REFERENCES

Provide a minimum of three (3) references, at least one financial and two others current (within 3 years) of doing business/providing services.

Reference No. 1: Financial Reference
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
****

Reference No. 2:
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____
****

Reference No. 3:
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

APPENDIX A
PART THREE: EXPERIENCE, BACKGROUND, QUALIFICATIONS

Each Proposer shall, at the time a Proposal is submitted, furnish satisfactory evidence of its competency to operate the concession. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Proposer's experience managing and operating similar Food, Beverage, and/or Retail Concessions, current operations, and a list of key personnel that will be available and their experience. In addition, each Proposer shall, at the same time, furnish satisfactory evidence of its financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Proposer's financial resources and liabilities as of the last calendar year or the Proposer's fiscal year. At the time of submitting such financial statements or reports, the Proposer shall further certify that its financial condition is approximately the same, or better, at the time the Proposal is submitted, as it was stated or reported by the certified public accountant. If the Proposer's financial responsibility has changed, the Proposer shall qualify the public accountant's statement or report to reflect Proposer's true financial condition at the time such qualified statement or report is submitted to the Airport. In order to be considered qualified to operate the Concession hereunder, each Proposer shall meet the following minimum qualifications:

A. Proposer must, at a ***minimum***, have been in the Food, Beverage, Retail business for the last three (3) years.

B. Must be able to provide proof of the skill, experience and financial backing necessary to maintain and service the specified Concession.

C. In the case of a Proposal submitted by a partnership or joint venture, at least one of the general partners thereof or one of the constituent members of such joint venture must possess said minimum qualifications.

APPENDIX A
PART FOUR: PROPOSED CONCEPT PLAN

Proposer shall furnish information regarding its concession Concept, Operating, and Safety and Security Measures.

A. The Proposer must identify specifically what products/services they intend to deliver to the traveling public in this space. The proposer should take care to identify what permitting or operating effort is required to support their proposed method of providing their chosen scope of food and beverage services, and their ability to obtain those permits.

B. The Proposer must identify how they will execute the Concession concept, given the limited utilities and space available, screening demands on TSA, and time constraints associated with peak passenger flow, dwell time, and aircraft delays. Appropriate items for the proposer to address are how the following will be handled:
    - Point of Sale operations
    - Open/close procedures.
    - Response to irregular operations
    - Staffing
    - Pricing Strategy
    - Promotions and marketing
    - Continuity of deliveries

C. The proposer must identify their capacity to understand and implement Airport requirements for:
    - Staff to obtain, display, and retain necessary credentials/keys.
    - Delivery and movement of items into the concession or storage area in off-peak times via TSA screening.
    - Capacity to observe and report suspicious activities to relevant authorities.
    - Capacity, if applicable, to ensure safe and lawful alcohol consumption by passengers.

APPENDIX B
COMPENSATION SCHEDULE

AIRPORT MINIMUM REQUIRED RENT:
Minimum Annual Guarantee (MAG):
Year 1: $5,000.
1st Option Term: $10,000.
2nd Option Term: $15,000.
3rd Option Term: $20,000.
4th Option Term: $25,000.

Percentage Rent payable on Gross Sales specific to product class:
Year 1:
Beer and Wine:
• 0% of Gross Sales on sales ≤ $50,000
• 5% of Gross Sales on sales between $50,000 and $100,000
• 10% of Gross Sales on sales > $100,000.
Food and Beverage:
• 0% of Gross Sales on sales ≤ $50,000.
• 5% of Gross Sales > $50,000.
Retail:
• 0% of Gross Sales on sales ≤ $25,000.
• 5% of Gross Sales on > $25,000
1st Option Term:
Beer and Wine:
• 10% of Gross Sales on sales ≤ $100,000
• 20% of Gross Sales on sales > $100,000.
Food and Beverage:
• 5% of Gross Sales on sales > $25,000.
Retail:
• 5% of Gross Sales on sales ≤ $10,000.
• 10% of Gross Sales on > $10,000
2nd – 4th Option Terms:
Beer and Wine:
• 20% of Gross Sales.
Food and Beverage:
• 10% of Gross Sales.
Retail:
• 10% of Gross Sales.

Signature Page to Follow

Compensation Schedule Signature Page

Signature

Written name and title

Date

- **Please note that the authority to sign the price offering must be documented so that the offering is deemed valid. The corporate authority form must be signed, notarized and included to validate this price offering.**

APPENDIX C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named Proposer, do hereby certify under the pains and penalties of perjury that said Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

NAME OF BUSINESS: _____

By: _____, duly authorized.
(Signature of Authorized Representative)

Title_____

Date_____

APPENDIX D
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____

Signature of person signing bid or proposal Date

_____

Print Name

_____

Name of Business

APPENDIX E
LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the Town of Nantucket or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the Town of Nantucket or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

APPENDIX F
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____ %) is committed to a minimum of ____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

APPENDIX F
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

_____

_____

_____

_____

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____ Date: _____
(Signature)

_____
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

APPENDIX G
SIGNATURE PAGE (Page 1 of 2)

By submitting a proposal, Proposer represents that:

If Proposer is a corporation, Proposer will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
If awarded a contract in response to this RFP, Proposer will be able and willing to comply with the insurance and indemnification requirements set out in this RFP.
If awarded a contract in response to this RFP, Proposer will be able and willing to comply with all representations made by Proposer in Proposer's proposal and during Proposal process.
Proposer has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
Proposer agrees to fully and truthfully submit the Proposer Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
(S)he is authorized to submit this proposal on behalf of the entity.
If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Proposer Entity Name _____

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Proposers, an authorized signature from a representative of each Co- Proposer is required. Add additional signature blocks as required.)

APPENDIX G
SIGNATURE PAGE (Page 2 of 2)

Co-Proposer must submit a letter indicating that Co-Proposer is a party to Proposer's proposal and agrees to these representations and those made in Proposer's proposal. While Co-Proposer does not have to submit a copy of Proposer's proposal, Co-Proposer should answer any questions or provide any information directed specifically to Co-Proposer.

Co-Proposer Entity Name _____

Signature: _____

Printed Name: _____

Title: _____

APPENDIX H
PROPOSAL CHECKLIST RFP

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	**Initial to Indicate Document is Attached to Proposal**
Table of Contents	
Cover Letter/Executive Summary	
General Information - Appendix A, Part One	
References - Appendix A, Part Two	
Experience - Background & Qualifications Appendix A, Part Three	
Proposed Plan - Appendix A, Part Four	
* Compensation Schedule - Appendix B- **Needs to be signed and notarized.**	
* Certificate of Tax Compliance - Appendix C	
* Certificate of Non-Collusion - Appendix D	
Litigation Disclosure – Appendix E	
DBE/ACDBE Requirements: Associated Certificates, if applicable, **or** * ACDBE Good Faith Effort (Form 1) & Letter of Intent (Form 2) - Appendix F	
Proof of Insurability: Insurance Provider's Letter or Copy of Current Certificate of Insurance	
* Signature Pages RFP – Appendix G	
Proposal Checklist RFP – Appendix H (This sheet of paper)	
Proposers must submit one (1) original signed in ink, one (1) copy and one (1) electronic version of their proposal in a sealed envelope clearly marked with the Proposers name and title: **"Nantucket Memorial Airport - RFP Seasonal Hold Room Concession".** Note: Electronic versions can be submitted as a thumb drive and **CAN NOT** be emailed.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

APPENDIX I
LEASE AGREEMENT

TENANT:

ADDRESS:

PREMISES: Approximately 160 square feet is available for the dedicated concession, approximately 120 square feet of common use space available for alcoholic beverage consumption, and approximately 16 square feet of accessible shared storage space, as shown on Exhibit B.

PERMITTED USE: Season concession including sale of snacks, beverages and retail. [revise per successful RFP]

RENT: Minimum Annual Guarantee and Percentage Rent (See Par 6 and 7)

ANNUAL BUSINESS FEE: $1,500

SECURITY DEPOSIT: $1,250

ANTICIPATED COMMENCEMENT DATE:

ANTICIPATEDTERMINATION DATE:

EXTENSION OPTION(S): Four 1-Year Options (See Par 5)

This Agreement, made this _____ day of _____, 2021, between the Nantucket Memorial Airport Commission, hereinafter called "Landlord" or “Commission” and the above named Tenant.

In consideration of the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. Landlord agrees to lease to Tenant and Tenant agrees to rent from Landlord the above Premises at the Nantucket Memorial Airport (the "Airport"), including approximately 16 square feet of storage space located in the Terminal Building, all on the terms and subject to the conditions of this Agreement.

2. ADDITIONAL TERMS. Exhibit A, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Lease Terms", is incorporated herein and made part of this Agreement in the same manner as if set forth here in their entirety.

3. TERM: The term of this Agreement shall be for a period of five (5) months, commencing on the Commencement Date and terminating on the Termination Date stated above. Tenant shall have four 5-month (May 1 to September 30) renewal options, subject to Landlord’s consent, as provided in Exhibit A, Paragraph 5.

4. RENT: Tenant shall pay Landlord the Minimum Annual Guarantee (MAG) and Percentage Rent as described in Exhibit A, Paragraphs 6 and 7. Payment shall be made at Landlord's office located at the Airport.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

Tenant:

By:_____

LANDLORD:
Nantucket Memorial Airport Commission

By:_____
Chairman

EXHIBIT A
to Lease Agreement

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
ADDITIONAL LEASE TERMS

Sections 1, 2, 3, and 4 of the Lease Agreement are set forth in the first page of the Lease signed by both parties. The following additional terms are made a part of the Lease and incorporated therein:

5. Initial Term; Renewal Term. The initial Term shall be as set forth in Section 3 of the Lease. Provided that Tenant is not in default under the terms of the Lease, Tenant shall have four (4) seasonal five-month (May 1 to September 30) extension options. Tenant must notify Landlord of its intent to exercise the option, in writing, no later than January 1 of the year in which the option term falls. Each option term is subject to the Airport's approval, in its sole discretion. Due to the seasonal nature of the use, the option terms may not commence or terminate during the five (5) month operating season (May through September). If properly exercised by Tenant and approved by the Airport, this Lease shall extend under the terms and conditions agreed to in this Lease (each a "Renewal Term").

6. Minimum Annual Guarantee Rent. Tenant shall pay to the Landlord, during the Term hereof, the Minimum Annual Guarantee (MAG) described below. MAG shall be paid in equal monthly installments, in advance on or before the first day of each month during the Term, in the following amounts:

Year 1:	$5,000 per season	$1,000 per month.
1st Option Term:	$10,000 per season	$2,000 per month
2nd Option Term:	$15,000 per season	$3,000 per month.
3rd Option Term:	$20,000 per season	$4,000 per month.
4th Option Term:	$25,000 per season	$5,000 per month.

7. Percentage Rent. Tenant shall pay Percentage Rent based on Gross Sales collected through the end of the preceding month, to the extent Percentage Rent exceeds the prior month's MAG, based on the following percentages and product classes. Percentage Rent shall be due on or before the 15th day of the month:

Year 1:

Beer and Wine:
- 0% of Gross Sales on sales ≤ $50,000
- 5% of Gross Sales on sales between $50,000 and $100,000
- 10% of Gross Sales on sales > $100,000.

Food and Beverage:
- 0% of Gross Sales on sales ≤ $50,000.
- 5% of Gross Sales > $50,000.

Retail:
- 0% of Gross Sales on sales ≤ $25,000.
- 5% of Gross Sales on > $25,000

1st Option Term:

Beer and Wine:
- 10% of Gross Sales on sales ≤ $100,000
- 20% of Gross Sales on sales > $100,000.

Food and Beverage:

- 5% of Gross Sales on sales ≥ $25,000.

Retail:

- 5% of Gross Sales on sales ≥ $10,000.
- 10% of Gross Sales on > $10,000

2nd – 4th Option Terms:

Beer and Wine:

- 20% of Gross Sales.

Food and Beverage:

- 10% of Gross Sales.

Retail:

- 10% of Gross Sales.

.

8. "Gross Sales" shall mean and include all monies paid or payable to Tenant, for sales made and services rendered at or from the Premises. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Sales and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise and not at the time of billing or payment. Losses from "bad" checks or credit card fee transactions are Tenant's sole responsibility and shall not be excluded from Gross Sales. Gross Sales shall include all such sales, revenues or receipts generated by Tenant's subtenants or anyone else conducting business pursuant to an arrangement with Tenant within the Premises.

Gross Sales shall not include: (i) any amounts collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, meal taxes, Gross Sales taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise and products or services but only if separately stated from the sales price and only to the extent paid by Tenant to any duly constituted governmental/taxing authority; (ii) the portion of the sales price for all merchandise and products returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; (iii) shipping and delivery charges if there is not profit to Tenant and such charges are merely an accommodation to customers; (iv) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (v) receipts in the form of refunds from or the value of merchandise and products, services, supplies or equipment returned to vendors, shippers, suppliers or manufactures including volume discounts received from vendors, suppliers or manufactures; (vi) customary discounts given by Tenant on sales of merchandise and products or services to Tenant employees, if separately stated, and limited in amount to no more than 1% of Tenant Gross Sales per Lease Month; (vii) gratuities for services performed by employees of Tenant which are paid by Tenant's customers to such employees; (viii) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy as provided in the definition of Gross Sales, receipts from all other insurance proceeds received by Tenant as a result of a loss or casualty, and; (ix) unless otherwise agreed by the Airport Manager, sales reported by Tenant under another Lease with the Airport.

Any installment of MAG or Percentage Rent (collectively "Rent") and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment.

9. Point of Sale/Books and Records. Tenant shall report to the Airport via a Point of Sale system ("POS") (a) daily itemized sales reports in electronic format as .xls or .csv files which include at a minimum, the date and time of item sold, the name of item sold, the category of item sold (retail, non-alcoholic beverage, alcoholic beverage, food item), item price pre-tax, and item price post tax. Within 15 days after the expiration of each month during the Lease Term, Tenant shall deliver to the Airport Manager a written statement on a form reasonably satisfactory to the Airport Manager signed by an officer of Tenant, showing the Gross Sales made from the Premises during such period including an itemization of any exclusions or deductions made to Gross Sales and the amount of Percentage Rent paid, if any ("Monthly Statement").

Tenant must maintain full and accurate books of account and records from which Gross Sales, as defined herein, and the amount of Percentage Rent owed the Commission hereunder, can be determined, according to standard and accepted accounting practices. The books of account and records that Tenant must maintain must include, but need not be limited to sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns. In lieu of maintaining the books of account and records required herein, Tenant may maintain computer records instead, provided that the Commission determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as Commission may request in writing. Copies of Tenant's annual financial reports are due to the Commission no later than March 31 of the succeeding year.

10. Audits. The Commission reserves the right to conduct audits of Tenant's books of account and records upon reasonable notice to Tenant and during Tenant's normal weekday business hours. In performing said audits, Commission shall be entitled to review, Tenant shall be obligated to provide to the Commission, all of the books of account and records that Tenant is obligated to maintain such other documents and files in Tenant's possession, custody or control at the time Commission advises Tenant of its desire to audit Tenant's records, that the Commission, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of Gross Sales enjoyed by Tenant, and the correct amount of Percentage Rent owed by Tenant to the Commission, for the period involved. Should Tenant fail to maintain the books of account and records required to be maintained or should Tenant fail to permit Commission or its auditor to review Tenant's books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows sales and other charges that should have been paid to the Commission by the Tenant pursuant to this Agreement were understated or underpaid for the period involved, Tenant shall, within thirty (30) days notice of any such deficiency, pay to the Commission the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total Percentage Rent that was owed Tenant to the Commission for the period involved, Tenant, in addition to paying the Commission the underpayment owed, shall reimburse the Commission for the cost of the audit up to but not to exceed Fifteen Hundred Dollars ($1,500.00). If the audit discloses overpayment of the Percentage Rents paid to the Commission by Tenant, the Commission shall refund the amount of overpayment Tenant within thirty (30) days of said audit. The Commission shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the Commission's rights under this Agreement, except with respect to tax

proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

11. Annual Business Fee. Tenant will pay Landlord each year an Annual Business Fee within thirty (30) days of notice. The Annual Business Fee is currently $1,500 and subject to increase as determined by Landlord.

12. Permitted Use. The Premises may be used for [food and beverage operation, gift shop, newsstand, specialty retail, grab and go food/and beverage, sandwich counter, mobile food unit, coffee shop, and or bar (seasonal beer and wine)] [BASED ON SUCESSFUL RFP]. Tenant shall be permitted to serve alcohol during all legal hours as permitted by the Board of Selectmen and the Alcohol Beverage Control Commission. No commercial activity of any kind whatsoever shall be conducted by Tenant in, from, or around the space other than the permitted use without written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. In utilizing the space, Tenant shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency.

13. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the Tenant. Tenant shall provide a copy to the Airport Manager and kept on file. Tenant's right to operate in the Premises is conditioned upon Tenant obtaining and holding all approvals, permits and licenses necessary for the operation of the Premises, from all agencies, boards and officers having jurisdiction over the same, including, so far as applicable, the Historic District Commission, Planning Board, Board of Health, Building Inspector, Board of Appeals, Board of Selectmen, and the Alcoholic Beverage Control Commission.

14. OPERATIONAL REQUIREMENTS.

14.1. Menu Items.

a. Tenant shall provide pre-packaged snacks and drinks, healthy offerings and child-friendly items including selections specifically oriented to and priced for children. Concession items may include games and toys suitable for children in case of airline delays.

b. The majority of menu items must accommodate the traveling passengers.

c. The menu must be approved by the Airport Manager. Subsequent menu changes must be approved the Airport Manager, and meet the minimum requirements established herein.

14.2. Minimum Hours of Operation. The Premises shall be open a minimum the following hours:

a. *Summer Peak (June 24th through September 7th): Thursday through Monday from 10am to 7pm: Tuesday and Wednesday from 11am to 5pm.*

b. *Fall Shoulder (September 8th through September 30th): 16 total hours to be determined Friday-Monday.*

Hours are to be clearly posted. Hours must reasonably accommodate airline schedules and airport customers. Any change to the Minimum Hours of Operations must be submitted by Tenant and pre-approved in writing by the Airport Manager prior to change.

14.3. Janitorial.

a. The Premises must be kept in a clean and sanitary condition, including storerooms. Tenant must adhere and meet all local and state sanitary regulations.

b. Tenant shall keep the Premises free of insects, rodents, vermin and other pests. If directed by Landlord, Tenant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents and pests, to be provided to the Premises by a reputable exterminator on a monthly basis, or more often as Landlord, in Landlord's reasonable discretion, may require. Alternatively, if Landlord provides pest control service for the Premises, Tenant shall reimburse Landlord for the costs of providing such pest control service.

c. If directed by Landlord, Tenant shall furnish, at its sole cost and expense, janitorial service to the Premises consistent with first-class food service operation.

d. Any food or beverages sold or distributed for off-site consumption shall be wrapped in properly sealed, leakproof containers.

e. If directed by Landlord, Tenant shall enter into a separate contract, at Tenant's sole cost and expense, for garbage removal from the Premises, which shall require (at a minimum) that wet garbage be held in a container which is separate from dry garbage, and that all garbage be removed from the Premises at least three (3) times a week, or on a more frequent basis if required to eliminate odor therefrom. Tenant shall store all garbage and trash in covered leak proof adequate containers, maintained in a neat and clean condition and located as Landlord shall from time to time designate, so as not to be visible to the public nor create or permit any health or fire hazard. Tenant shall not burn any papers, trash or garbage of any kind in or about the Premises.

14.5. Tenant shall conduct Tenant's operations so that no odors, fumes, vapors or gases of any kind shall emanate from the Premises, and install and maintain, at Tenant's sole cost and expense, such insulation, partitions and equipment as may be necessary to achieve that end, except that odors normally associated with the cooking of food and brewing of coffee may be emitted from the Premises at reasonable levels.

14.6. Tenant will furnish, install and maintain in the Premises all equipment, furnishings and fixtures necessary for carrying on the Permitted Use, all at Tenant's sole cost and expense. Tenant shall keep its equipment, furniture and fixtures in a clean, safe, and sanitary condition.

14.7. Tenant shall require and provide for the orderly control of all customers and invitees of the Premises, including directing the queuing of customers and invitees through a roped off area or through another method of segregating the queuing area from the remainder of the Airport, provided that any such method of controlling customers shall be subject to the prior written approval of Landlord and shall in no event interfere with or impede the use of the Airport by Landlord or Airport passengers. In no event shall Tenant encourage or allow any loitering or other congregating of customers or invitees outside of the Premises and within the Airport. Tenant shall not display merchandise, solicit business or distribute any flyers or other advertising matter on or about the terminal building or the Airport outside of the Premises without prior written approval of Landlord.

14.8. Tenant shall not keep or store any flammable materials at the Premises, without Landlord's prior written consent. If such consent is obtained, Tenant shall not keep or store during any 24-hour period flammable liquids in excess of the Tenant's working requirements during the said 24-hour period.

Any such liquids having a flash point of less than 110° F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association. At all times the cooking areas of the Premises shall be completely equipped with a fire prevention system in compliance with all applicable laws and approved in advance by Landlord. In addition, Tenant shall cause each and every cooking area to be adequately protected by a reasonable number of properly maintained and tested hand-held dry fire chemical extinguishers. Tenant will maintain all fire prevention apparatus required by applicable law or the requirements of insurance underwriters. Tenant shall use and maintain the Premises in such a way as to, at all times, minimize air pollution, water pollution or any other type of pollution emanating from the Premises and Landlord reserves the right to require Tenant to design and construct at Tenant's sole cost, any structures, equipment and other facilities as may be required by applicable laws to accomplish such purposes.

14.9. Tenant shall at all times keep the Premises fully and adequately stocked and fixtured, with an adequate staff so as to promote and facilitate maximum sales, and shall not use any portion of the Premises for storage or other services, except as necessary for its operations in the Premises. Tenant's operation of the Permitted Use in the Premises is necessary for Landlord to maintain a proper mix of products, restaurants, services and specific merchandise in the Airport and is integral to the proper and successful operation of the Airport and the Airport. Tenant agrees to use commercially reasonable efforts in every proper manner to develop and increase the business conducted by it under this Lease; to operate its business so as to maximize its revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and to not divert, or cause or allow to be diverted, any business from the Premises. Tenant will conduct its business in the Premises at all times and in all respects in a first class and high quality manner.

14.10. Tenant shall use all commercially reasonable efforts to preserve the security and safety of the Premises and Tenant's customers and employees at the Premises. All Tenant staff shall obtain, display, and retain necessary credentials/keys. Tenant shall report suspicious activities to relevant authorities. Tenant shall ensure safe and lawful consumption of alcohol by its customers.

14.11. Staffing Requirements.

a. Tenant shall provide a sufficient number of personnel to accommodate demand and provide a high level of customer service.

b. All staff must be in clean dress at all times while working.

c. All staff must be trained and competent to perform their assigned duties.

14.13 Maintenance. Tenant shall keep the Premises in good order and operating condition and shall be responsible for all repairs and maintenance of the Premises and any Tenant alterations.

14.14 Music. Tenant will not be permitted to offer live or canned entertainment without prior written approval by the Airport, which consent may be withheld in the Aiport's sole discretion. In no event may entertainment interfere with airline announcements.

15. Alterations; Additions. The Tenant shall not make any alterations or additions to the Premises without the Landlord's approval through the Tenant Alteration Application. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall obtain all necessary local state and federal permits for renovations and provided a copy to the Landlord. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any

such lien to be released of record forthwith without cost to Landlord. At the termination of occupancy, unless otherwise directed by Landlord, Tenant shall remove any alterations or improvements made by the Tenant.

16. Utilities. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Pemises as of the Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be at the Tenant's expense and, shall be subject to the written consent of the Landlord.

17. Landlord Rights Reserved. Landlord reserves for itself the following rights, which Tenant agrees to observe, and Tenant agrees that the same may be exercised by Landlord and that any such exercise of said rights shall not be deemed to effect an eviction or to render Landlord liable for damages by abatement of rent or otherwise to relieve Tenant from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with which Tenant agrees to comply.

(b) To enter upon any Premises and facilities of the Tenant at any reasonable time for the purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Landlord. Landlord in such case is to use its best efforts to avoid disruption of Tenant's operation.

No compensation or claim will be allowed or paid by the Landlord, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

18. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Landlord, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Tenant with a copy of the Airport rules and/or standards, and it shall be the responsibility of the Tenant to be familiar with those and any other applicable rules and regulations. Tenant, its members or visitors, shall comply with all provisions of said rules and regulations. Tenant shall remedy promptly any condition or discontinue any practice to which Landlord may reasonably object.

19. INSURANCE: THE Tenant SHALL DEPOSIT WITH THE LANDLORD CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THE TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

19.1 ADDITIONAL INSURED: All certificates will indicate the **"Town of Nantucket/Nantucket Memorial Airport (Landlord)" as an additional insured,** but only as respects operations of the Named Insured as their interests may appear.

19.2 INDEMNIFICATION: Tenant shall indemnify and hold harmless the Landlord, its Commissioners, officers, agents and employees, from all claims and demands of third persons, employees and members of the Tenant, including but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the Tenant, its officers, members, employees, agents,

representatives, contractors, customers, guests, invitees and other persons using Tenant's Premises or otherwise arising out of any acts or omissions of the Tenant's employees, members, agents, and representatives.

19.3 Tenant's LIABILITY INSURANCE: The Tenant shall maintain, with respect to the leased Premises and the property of which the leased Premises are a part, comprehensive public liability insurance, in the amount of $2,000,000, with property damage insurance in limits of $1,000,000, with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Landlord as well as Tenant against injury to persons or damage to property as provided.

19.4 LIQUOR LIABILITY INSURANCE: Tenant shall maintain a minimum of $1,000,000 Liquor Liability Insurance if Tenant serves alcohol on the Premises.

19.5 FIRE INSURANCE: The Tenant shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Landlord satisfactory releases from fire and extended coverage liability.

19.6 Worker's Compensation Insurance. The Tenant shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, to the statutory limit.

20. Sublease and Assignment. Tenant shall not, directly or indirectly, assign, mortgage, pledge, or otherwise transfer this Lease, or Tenant's legal or beneficial interest in this Lease, or sublet the whole or any part of the Premises (collectively referred to as a "transfer") without Landlord's prior written approval in each instance, which approval may be withheld in Landlord's sole and absolute discretion. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of permitted successors and assigns of the respective parties hereto.

21. Default and Bankruptcy. In the event that:

(a) The Tenant shall default in the payment of any installment of Rent, including Percentage Rent and MAG Rent, or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The Tenant shall default in any operation condition dealing with health, safety or sanition;

(c) The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(d) The Tenant shall become unable to meet its obligations as they become due, or there is a cessation or deterioration of service for a period which, in the sole opinion of Landlord, materially and adversely affects the operation of service required to be performed by Tenant under this Agreement, or if a receiver is appointed for the Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased Premises, to declare the Term of this Lease ended, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the Term. In addition, the Tenant shall be liable to Landlord for the unamortized value of any tenant improvement allowance

and/or rent abatement given under this Lease. If the Tenant shall default, after applicable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations inured, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

22. Surrender. Tenant shall at the expiration or other termination of this lease remove all Tenant's goods and effects from the leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased Premises) and unless otherwise directed by Landlord, remove all of Tenant's fixtures connected therewith and all alterations and additions made to or upon the leased Premises, and repair any damage caused by such removal. Tenant shall deliver to the Landlord the leased Premises and all keys, locks thereto, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same.

23. Holding Over. If, after the expiration of the Term or early termination of this Lease, Tenant fails to vacate the space, Tenant shall be deemed to be a tenant at sufferance from day to day at a daily fee for use and occupancy of 200% of the Base Rent on a per diem basis, and all other provisions of this Lease shall continue to be operative.

24. Department of Transportation Assurances

(a) The Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21. Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if this Lease had never been made or issued.

The Tenant for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant that:

(1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this lease and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if this lease had never been made or issued.

This agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

Tenant agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

25. Subordination of Lease. This lease shall be subordinated to the provisions of:

(1) any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Landlord to secure bonds or other financing.

26.General Provisions.

(a) Compliance by Other Tenants. Landlord shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, Landlord shall not be liable to Tenant for any violation or non-observance of such rules and regulations by any tenant or concessionaire at the Airport.

(b) Independent Contractor. It is agreed that Tenant is an independent contractor hereunder and not an agent or employee of Landlord with respect to its acts or omissions.

(c) Notices. All notices required to be given to Landlord or Tenant shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Landlord shall be addressed to Airport Manager, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Tenant addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(d) Parking. Parking is available in public parking lot at established airport rates and charges.

(e) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(f) Entire Agreement; Amendment Interpretation. This Agreement with Exhibits constitutes the entire agreement between the parties superseding all prior or contemporaneous terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operates, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this lease.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease Agreement to be executed under seal as of the day and year first above written.

(Tenant)

(LANDLORD)

Nantucket Memorial Airport Commission

_____

Name:
Title:

Date: _____

_____

Chairman

Date: _____

_____

Commissioner

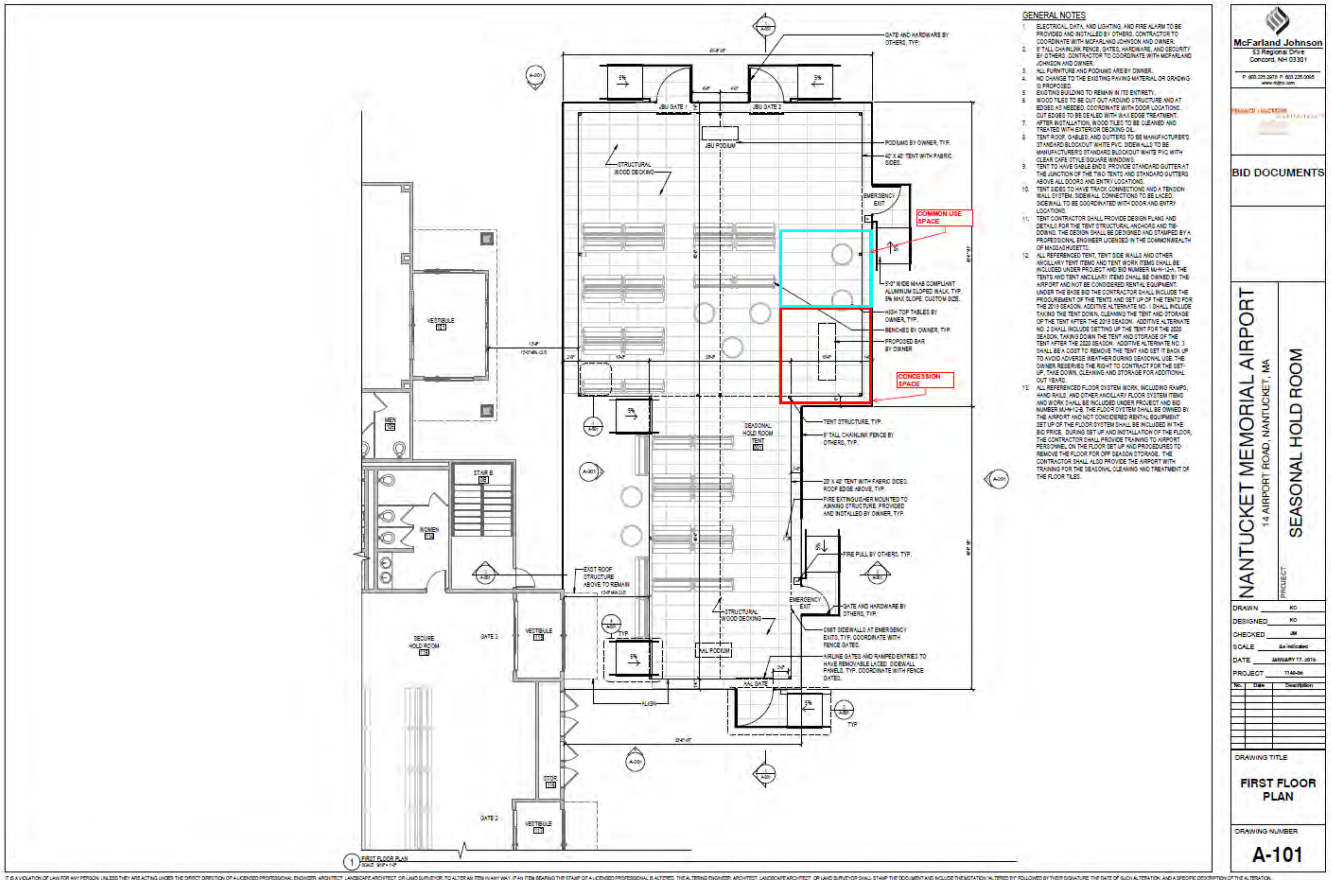
Date:_____

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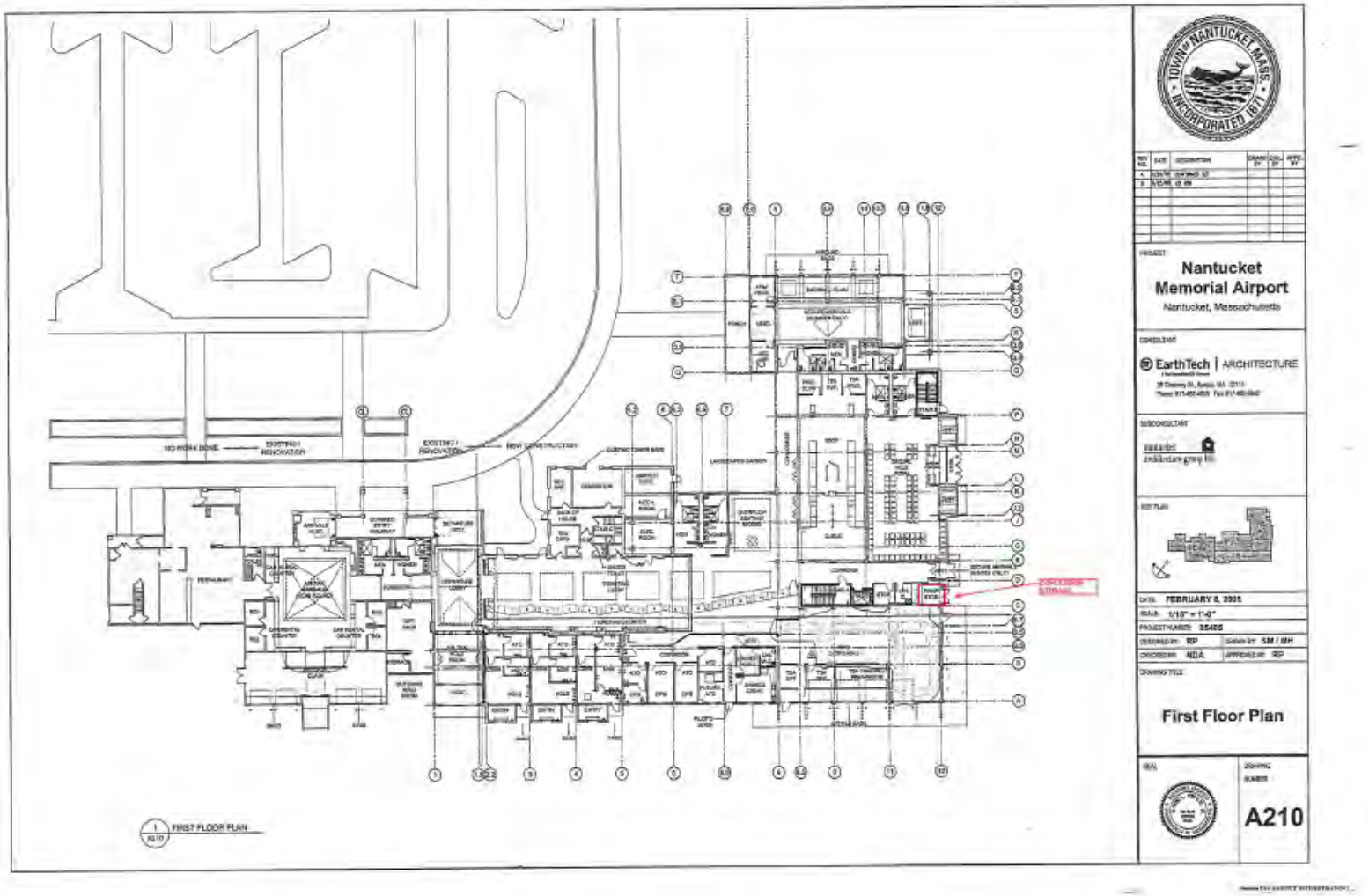
Commissioner

Date:_____

Exhibit B
PREMISES



{A0669312.2 }


NO WORK DONE
EXISTING / RENOVATION
EXISTING / RENOVATION
NEW CONSTRUCTION
1 FIRST FLOOR PLAN
A210
TOWN OF NANTUCKET, MASS.
INCORPORATED 1671
Nantucket
Memorial Airport
Nantucket, Massachusetts
EarthTech | ARCHITECTURE
FEBRUARY 8, 2008
1/16" = 1'-0"
First Floor Plan
A210

LEASE AGREEMENT

TENANT: The Hungry Minnow dba The Flying Minnow

ADDRESS: 23 Macys Lane, Nantucket, MA 02554

PREMISES: Approximately 160 square feet is available for the dedicated concession, approximately 120 square feet of common use space available for alcoholic beverage consumption, and approximately 16 square feet of accessible shared storage space, as shown on Exhibit B.

PERMITTED USE: Seasonal concession including sale of alcohol, snacks, beverages, and retail.

RENT: Minimum Annual Guarantee and Percentage Rent (See Par 6 and 7)

ANNUAL BUSINESS FEE: $1,500

SECURITY DEPOSIT: $1,250

ANTICIPATED COMMENCEMENT DATE: 05/01/2022

ANTICIPATEDTERMINATION DATE: 09/30/2022

EXTENSION OPTION(S): Four Seasonal 5-month Extension Options (See Par 5)

This Agreement made this _____ day of _____, 2022, between the Nantucket Memorial Airport Commission, hereinafter called "Landlord" or “Commission” and the above-named Tenant.

In consideration of the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. Landlord agrees to lease to Tenant and Tenant agrees to rent from Landlord the above Premises at the Nantucket Memorial Airport (the "Airport"), including approximately 16 square feet of storage space located in the Terminal Building, all on the terms and subject to the conditions of this Agreement.

2. ADDITIONAL TERMS. Exhibit A, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Lease Terms", is incorporated herein and made part of this Agreement in the same manner as if set forth here in their entirety.

3. TERM: The term of this Agreement shall be for a period of five (5) months, commencing on the Commencement Date and terminating on the Termination Date stated above. Tenant shall have four 5-month (May 1 to September 30) renewal options, subject to Landlord’s consent, as provided in Exhibit A, Paragraph 5.

4. RENT: Tenant shall pay Landlord the Minimum Annual Guarantee (MAG) and Percentage Rent as described in Exhibit A, Paragraphs 6 and 7. Payment shall be made at Landlord's office located at the Airport.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

Tenant:

By:_____

LANDLORD:
Nantucket Memorial Airport Commission

By:_____
Chairman

EXHIBIT A
to Lease Agreement

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
ADDITIONAL LEASE TERMS

Sections 1, 2, 3, and 4 of the Lease Agreement are set forth in the first page of the Lease signed by both parties. The following additional terms are made a part of the Lease and incorporated therein:

5. Initial Term; Renewal Term. The initial Term shall be as set forth in Section 3 of the Lease. Provided that Tenant is not in default under the terms of the Lease, Tenant shall have four (4) seasonal five-month (May 1 to September 30) extension options. Tenant must notify Landlord of its intent to exercise the option, in writing, no later than January 1 of the year in which the option term falls. Each option term is subject to the Airport's approval, in its sole discretion. Due to the seasonal nature of the use, the option terms may not commence or terminate during the five (5) month operating season (May through September). If properly exercised by Tenant and approved by the Airport, this Lease shall extend under the terms and conditions agreed to in this Lease (each a "Renewal Term").

6. Minimum Annual Guarantee Rent. Tenant shall pay to the Landlord, during the Term hereof, the Minimum Annual Guarantee (MAG) described below. MAG shall be paid in equal monthly installments, in advance on or before the first day of each month during the Term, in the following amounts:

Year 1:	$5,000 per season	$1,000 per month.
1st Option Term:	$10,000 per season	$2,000 per month
2nd Option Term:	$15,000 per season	$3,000 per month.
3rd Option Term:	$20,000 per season	$4,000 per month.
4th Option Term:	$25,000 per season	$5,000 per month.

7. Percentage Rent. Tenant shall pay Percentage Rent based on Gross Sales collected through the end of the preceding month, to the extent Percentage Rent exceeds the prior month's MAG, based on the following percentages and product classes. Percentage Rent shall be due on or before the 15th day of the month:

Year 1:

Beer and Wine:

- 0% of Gross Sales on sales ≤ $50,000
- 5% of Gross Sales on sales between $50,000 and $100,000
- 10% of Gross Sales on sales > $100,000.

Food and Beverage:

- 0% of Gross Sales on sales ≤ $50,000.
- 5% of Gross Sales > $50,000.

Retail:

- 0% of Gross Sales on sales ≤ $25,000.
- 5% of Gross Sales on > $25,000

1st Option Term:

Beer and Wine:

- 10% of Gross Sales on sales ≤ $100,000
- 20% of Gross Sales on sales > $100,000.

Food and Beverage:

- 5% of Gross Sales on sales ≥ $25,000.

Retail:

- 5% of Gross Sales on sales ≥ $10,000.
- 10% of Gross Sales on > $10,000

2nd – 4th Option Terms:

Beer and Wine:

- 20% of Gross Sales.

Food and Beverage:

- 10% of Gross Sales.

Retail:

- 10% of Gross Sales.

.

8. "Gross Sales" shall mean and include all monies paid or payable to Tenant, for sales made and services rendered at or from the Premises. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Sales and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise and not at the time of billing or payment. Losses from "bad" checks or credit card fee transactions are Tenant's sole responsibility and shall not be excluded from Gross Sales. Gross Sales shall include all such sales, revenues or receipts generated by Tenant's subtenants or anyone else conducting business pursuant to an arrangement with Tenant within the Premises.

Gross Sales shall not include: (i) any amounts collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, meal taxes, Gross Sales taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise and products or services but only if separately stated from the sales price and only to the extent paid by Tenant to any duly constituted governmental/taxing authority; (ii) the portion of the sales price for all merchandise and products returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; (iii) shipping and delivery charges if there is not profit to Tenant and such charges are merely an accommodation to customers; (iv) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (v) receipts in the form of refunds from or the value of merchandise and products, services, supplies or equipment returned to vendors, shippers, suppliers or manufactures including volume discounts received from vendors, suppliers or manufactures; (vi) customary discounts given by Tenant on sales of merchandise and products or services to Tenant employees, if separately stated, and limited in amount to no more than 1% of Tenant Gross Sales per Lease Month; (vii) gratuities for services performed by employees of Tenant which are paid by Tenant's customers to such employees; (viii) except with respect to proceeds received for business interruptions paid

on a gross earnings business interruption insurance policy as provided in the definition of Gross Sales, receipts from all other insurance proceeds received by Tenant as a result of a loss or casualty, and; (ix) unless otherwise agreed by the Airport Manager, sales reported by Tenant under another Lease with the Airport.

Any installment of MAG or Percentage Rent (collectively "Rent") and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment.

9. Point of Sale/Books and Records. Tenant shall report to the Airport via a Point of Sale system ("POS") (a) daily itemized sales reports in electronic format as .xls or .csv files which include at a minimum, the date and time of item sold, the name of item sold, the category of item sold (retail, non-alcoholic beverage, alcoholic beverage, food item), item price pre-tax, and item price post tax. Within 15 days after the expiration of each month during the Lease Term, Tenant shall deliver to the Airport Manager a written statement on a form reasonably satisfactory to the Airport Manager signed by an officer of Tenant, showing the Gross Sales made from the Premises during such period including an itemization of any exclusions or deductions made to Gross Sales and the amount of Percentage Rent paid, if any ("Monthly Statement").

Tenant must maintain full and accurate books of account and records from which Gross Sales, as defined herein, and the amount of Percentage Rent owed the Commission hereunder, can be determined, according to standard and accepted accounting practices. The books of account and records that Tenant must maintain must include, but need not be limited to sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns. In lieu of maintaining the books of account and records required herein, Tenant may maintain computer records instead, provided that the Commission determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as Commission may request in writing. Copies of Tenant's annual financial reports are due to the Commission no later than March 31 of the succeeding year.

10. Audits. The Commission reserves the right to conduct audits of Tenant's books of account and records upon reasonable notice to Tenant and during Tenant's normal weekday business hours. In performing said audits, Commission shall be entitled to review, Tenant shall be obligated to provide to the Commission, all of the books of account and records that Tenant is obligated to maintain such other documents and files in Tenant's possession, custody or control at the time Commission advises Tenant of its desire to audit Tenant's records, that the Commission, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of Gross Sales enjoyed by Tenant, and the correct amount of Percentage Rent owed by Tenant to the Commission, for the period involved. Should Tenant fail to maintain the books of account and records required to be maintained or should Tenant fail to permit Commission or its auditor to review Tenant's books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows sales and other charges that should have been paid to the Commission by the Tenant pursuant to this Agreement were understated or underpaid for the period involved, Tenant shall, within thirty (30) days notice of any such deficiency, pay to the Commission the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said

underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total Percentage Rent that was owed Tenant to the Commission for the period involved, Tenant, in addition to paying the Commission the underpayment owed, shall reimburse the Commission for the cost of the audit up to but not to exceed Fifteen Hundred Dollars ($1,500.00). If the audit discloses overpayment of the Percentage Rents paid to the Commission by Tenant, the Commission shall refund the amount of overpayment Tenant within thirty (30) days of said audit. The Commission shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the Commission's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

11. Annual Business Fee. Tenant will pay Landlord each year an Annual Business Fee within thirty (30) days of notice. The Annual Business Fee is currently $1,500 and subject to increase as determined by Landlord.

12. Permitted Use. The Premises may be used for [food and beverage operation, gift shop, newsstand, specialty retail, grab and go food/and beverage, sandwich counter, mobile food unit, coffee shop, and or bar (seasonal beer and wine)] [BASED ON SUCESSFUL RFP]. Tenant shall be permitted to serve alcohol during all legal hours as permitted by the Board of Selectmen and the Alcohol Beverage Control Commission. No commercial activity of any kind whatsoever shall be conducted by Tenant in, from, or around the space other than the permitted use without written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. In utilizing the space, Tenant shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency.

13. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the Tenant. Tenant shall provide a copy to the Airport Manager and kept on file. Tenant's right to operate in the Premises is conditioned upon Tenant obtaining and holding all approvals, permits and licenses necessary for the operation of the Premises, from all agencies, boards and officers having jurisdiction over the same, including, so far as applicable, the Historic District Commission, Planning Board, Board of Health, Building Inspector, Board of Appeals, Board of Selectmen, and the Alcoholic Beverage Control Commission.

14. OPERATIONAL REQUIREMENTS.

14.1. Menu Items.

a. Tenant shall provide pre-packaged snacks and drinks, healthy offerings and child-friendly items including selections specifically oriented to and priced for children. Concession items may include games and toys suitable for children in case of airline delays.

b. The majority of menu items must accommodate the traveling passengers.

c. The menu must be approved by the Airport Manager. Subsequent menu changes must be approved the Airport Manager, and meet the minimum requirements established herein.

14.2. Minimum Hours of Operation. The Premises shall be open a minimum the following hours:

a. *Summer Peak (June 24th through September 7th): Thursday through Monday from 10am to 7pm: Tuesday and Wednesday from 11am to 5pm.*

b. *Fall Shoulder (September 8th through September 30th): 16 total hours to be determined Friday-Monday.*

Hours are to be clearly posted. Hours must reasonably accommodate airline schedules and airport customers. Any change to the Minimum Hours of Operations must be submitted by Tenant and pre-approved in writing by the Airport Manager prior to change.

14.3. Janitorial.

a. The Premises must be kept in a clean and sanitary condition, including storerooms. Tenant must adhere and meet all local and state sanitary regulations.

b. Tenant shall keep the Premises free of insects, rodents, vermin and other pests. If directed by Landlord, Tenant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents and pests, to be provided to the Premises by a reputable exterminator on a monthly basis, or more often as Landlord, in Landlord's reasonable discretion, may require. Alternatively, if Landlord provides pest control service for the Premises, Tenant shall reimburse Landlord for the costs of providing such pest control service.

c. If directed by Landlord, Tenant shall furnish, at its sole cost and expense, janitorial service to the Premises consistent with first-class food service operation.

d. Any food or beverages sold or distributed for off-site consumption shall be wrapped in properly sealed, leakproof containers.

e. If directed by Landlord, Tenant shall enter into a separate contract, at Tenant's sole cost and expense, for garbage removal from the Premises, which shall require (at a minimum) that wet garbage be held in a container which is separate from dry garbage, and that all garbage be removed from the Premises at least three (3) times a week, or on a more frequent basis if required to eliminate odor therefrom. Tenant shall store all garbage and trash in covered leak proof adequate containers, maintained in a neat and clean condition and located as Landlord shall from time to time designate, so as not to be visible to the public nor create or permit any health or fire hazard. Tenant shall not burn any papers, trash, or garbage of any kind in or about the Premises.

14.5. Tenant shall conduct Tenant's operations so that no odors, fumes, vapors, or gases of any kind shall emanate from the Premises, and install and maintain, at Tenant's sole cost and expense, such insulation, partitions, and equipment as may be necessary to achieve that end, except that odor normally associated with the cooking of food and brewing of coffee may be emitted from the Premises at reasonable levels.

14.6. Tenant will furnish, install, and maintain in the Premises all equipment, furnishings, and fixtures necessary for carrying on the Permitted Use, all at Tenant's sole cost and expense. Tenant shall keep its equipment, furniture, and fixtures in a clean, safe, and sanitary condition.

14.7. Tenant shall require and provide for the orderly control of all customers and invitees of the Premises, including directing the queuing of customers and invitees through a roped off area or through another method of segregating the queuing area from the remainder of the Airport, provided that any such method of controlling customers shall be subject to the prior written approval of Landlord and shall in no event interfere with or impede the use of the Airport by Landlord or Airport passengers. In no event shall Tenant encourage or allow any loitering or other congregating of customers or invitees outside of the Premises and within the Airport. Tenant shall not display merchandise, solicit business, or distribute any flyers or other advertising matter on or about the terminal building or the Airport outside of the Premises without prior written approval of Landlord.

14.8. Tenant shall not keep or store any flammable materials at the Premises, without Landlord's prior written consent. If such consent is obtained, Tenant shall not keep or store during any 24-hour period flammable liquids in excess of the Tenant's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110° F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association. At all times the cooking areas of the Premises shall be completely equipped with a fire prevention system in compliance with all applicable laws and approved in advance by Landlord. In addition, Tenant shall cause each and every cooking area to be adequately protected by a reasonable number of properly maintained and tested hand-held dry fire chemical extinguishers. Tenant will maintain all fire prevention apparatus required by applicable law or the requirements of insurance underwriters. Tenant shall use and maintain the Premises in such a way as to, at all times, minimize air pollution, water pollution or any other type of pollution emanating from the Premises and Landlord reserves the right to require Tenant to design and construct at Tenant's sole cost, any structures, equipment, and other facilities as may be required by applicable laws to accomplish such purposes.

14.9. Tenant shall at all times keep the Premises fully and adequately stocked and fixtured, with an adequate staff so as to promote and facilitate maximum sales and shall not use any portion of the Premises for storage or other services, except as necessary for its operations in the Premises. Tenant's operation of the Permitted Use in the Premises is necessary for Landlord to maintain a proper mix of products, restaurants, services, and specific merchandise in the Airport and is integral to the proper and successful operation of the Airport and the Airport. Tenant agrees to use commercially reasonable efforts in every proper manner to develop and increase the business conducted by it under this Lease; to operate its business so as to maximize its revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and to not divert, or cause or allow to be diverted, any business from the Premises. Tenant will conduct its business in the Premises at all times and in all respects in a first class and high-quality manner.

14.10. Tenant shall use all commercially reasonable efforts to preserve the security and safety of the Premises and Tenant's customers and employees at the Premises. All Tenant staff shall obtain, display, and retain necessary credentials/keys. Tenant shall report suspicious activities to relevant authorities. Tenant shall ensure safe and lawful consumption of alcohol by its customers.

14.11. Staffing Requirements.

a. Tenant shall provide a sufficient number of personnel to accommodate demand and provide a high level of customer service.

b. All staff must be in clean dress at all times while working.

c. All staff must be trained and competent to perform their assigned duties.

14.13 Maintenance. Tenant shall keep the Premises in good order and operating condition and shall be responsible for all repairs and maintenance of the Premises and any Tenant alterations.

14.14 Music. Tenant will not be permitted to offer live or canned entertainment without prior written approval by the Airport, which consent may be withheld in the Airport's sole discretion. In no event may entertainment interfere with airline announcements.

15. Alterations; Additions. The Tenant shall not make any alterations or additions to the Premises without the Landlord's approval through the Tenant Alteration Application. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall obtain all necessary local state and federal permits for renovations and provided a copy to the Landlord. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. At the termination of occupancy, unless otherwise directed by Landlord, Tenant shall remove any alterations or improvements made by the Tenant.

16. Utilities. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be at the Tenant's expense and, shall be subject to the written consent of the Landlord.

17. Landlord Rights Reserved. Landlord reserves for itself the following rights, which Tenant agrees to observe, and Tenant agrees that the same may be exercised by Landlord and that any such exercise of said rights shall not be deemed to affect an eviction or to render Landlord liable for damages by abatement of rent or otherwise to relieve Tenant from any of its obligations.

(a) To adopt from time-to-time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with which Tenant agrees to comply.

(b) To enter upon any Premises and facilities of the Tenant at any reasonable time for the purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Landlord. Landlord in such case is to use its best efforts to avoid disruption of Tenant's operation.

No compensation or claim will be allowed or paid by the Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

18. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Landlord, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Tenant with a copy of the Airport rules and/or standards,

and it shall be the responsibility of the Tenant to be familiar with those and any other applicable rules and regulations. Tenant, its members or visitors, shall comply with all provisions of said rules and regulations. Tenant shall remedy promptly any condition or discontinue any practice to which Landlord may reasonably object.

19. INSURANCE: THE Tenant SHALL DEPOSIT WITH THE LANDLORD CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THE TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

19.1 ADDITIONAL INSURED: All certificates will indicate the **"Town of Nantucket/Nantucket Memorial Airport (Landlord)" as an additional insured,** but only as respects operations of the Named Insured as their interests may appear.

19.2 INDEMNIFICATION: Tenant shall indemnify and hold harmless the Landlord, its Commissioners, officers, agents and employees, from all claims and demands of third persons, employees and members of the Tenant, including but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the Tenant, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Tenant's Premises or otherwise arising out of any acts or omissions of the Tenant's employees, members, agents, and representatives.

19.3 Tenant's LIABILITY INSURANCE: The Tenant shall maintain, with respect to the leased Premises and the property of which the leased Premises are a part, comprehensive public liability insurance, in the amount of $2,000,000, with property damage insurance in limits of $1,000,000, with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Landlord as well as Tenant against injury to persons or damage to property as provided.

19.4 LIQUOR LIABILITY INSURANCE: Tenant shall maintain a minimum of $1,000,000 Liquor Liability Insurance if Tenant serves alcohol on the Premises.

19.5 FIRE INSURANCE: The Tenant shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures, and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Landlord satisfactory releases from fire and extended coverage liability.

19.6 Worker's Compensation Insurance. The Tenant shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, to the statutory limit.

20. Sublease and Assignment. Tenant shall not, directly, or indirectly, assign, mortgage, pledge, or otherwise transfer this Lease, or Tenant’s legal or beneficial interest in this Lease, or sublet the whole or any part of the Premises (collectively referred to as a “transfer”) without Landlord’s prior written approval in each instance, which approval may be withheld in Landlord’s sole and absolute discretion. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of permitted successors and assigns of the respective parties hereto.

21. Default and Bankruptcy. In the event that:

(a) The Tenant shall default in the payment of any installment of Rent, including Percentage Rent and MAG Rent, or other sum therein specified, and such default shall continue for ten (10) days after written notice thereof; or

(b) The Tenant shall default in any operation condition dealing with health, safety or sanitation.

(c) The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(d) The Tenant shall become unable to meet its obligations as they become due, or there is a cessation or deterioration of service for a period which, in the sole opinion of Landlord, materially and adversely affects the operation of service required to be performed by Tenant under this Agreement, or if a receiver is appointed for the Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased Premises, to declare the Term of this Lease ended, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the Term. In addition, the Tenant shall be liable to Landlord for the unamortized value of any tenant improvement allowance and/or rent abatement given under this Lease. If the Tenant shall default, after applicable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations inured, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

22. Surrender. Tenant shall at the expiration or other termination of this lease remove all Tenant's goods and effects from the leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased Premises) and unless otherwise directed by Landlord, remove all of Tenant’s fixtures connected therewith and all alterations and additions made to or upon the leased Premises, and repair any damage caused by such removal. Tenant shall deliver to the Landlord the leased Premises and all keys, locks thereto, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same.

23. Holding Over. If, after the expiration of the Term or early termination of this Lease, Tenant fails to vacate the space, Tenant shall be deemed to be a tenant at sufferance from day to day at a daily fee for use and occupancy of 200% of the Base Rent on a per diem basis, and all other provisions of this Lease shall continue to be operative.

24. Department of Transportation Assurances

(a) The Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21. Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Premises and hold the same as if this Lease had never been made or issued.

The Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant that:

(1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this lease and to re-enter and repossess said Premises and the facilities thereon and hold the same as if this lease had never been made or issued.

This agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

Tenant agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

25. Subordination of Lease. This lease shall be subordinated to the provisions of:

(1) any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be

required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation, or assignment made at any time by the Landlord to secure bonds or other financing.

26. General Provisions.

(a) Compliance by Other Tenants. Landlord shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, Landlord shall not be liable to Tenant for any violation or non-observance of such rules and regulations by any tenant or concessionaire at the Airport.

(b) Independent Contractor. It is agreed that Tenant is an independent contractor hereunder and not an agent or employee of Landlord with respect to its acts or omissions.

(c) Notices. All notices required to be given to Landlord or Tenant shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Landlord shall be addressed to Airport Manager, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554, and notices to Tenant addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(d) Parking. Parking is available in public parking lot at established airport rates and charges.

(e) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(f) Entire Agreement; Amendment Interpretation. This Agreement with Exhibits constitutes the entire agreement between the parties superseding all prior or contemporaneous terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operates, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this lease.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease Agreement to be executed under seal as of the day and year first above written.

(Tenant)

(LANDLORD)

Nantucket Memorial Airport Commission

_____
Name:
Title:

Date: _____

_____
Chairman

Date: _____

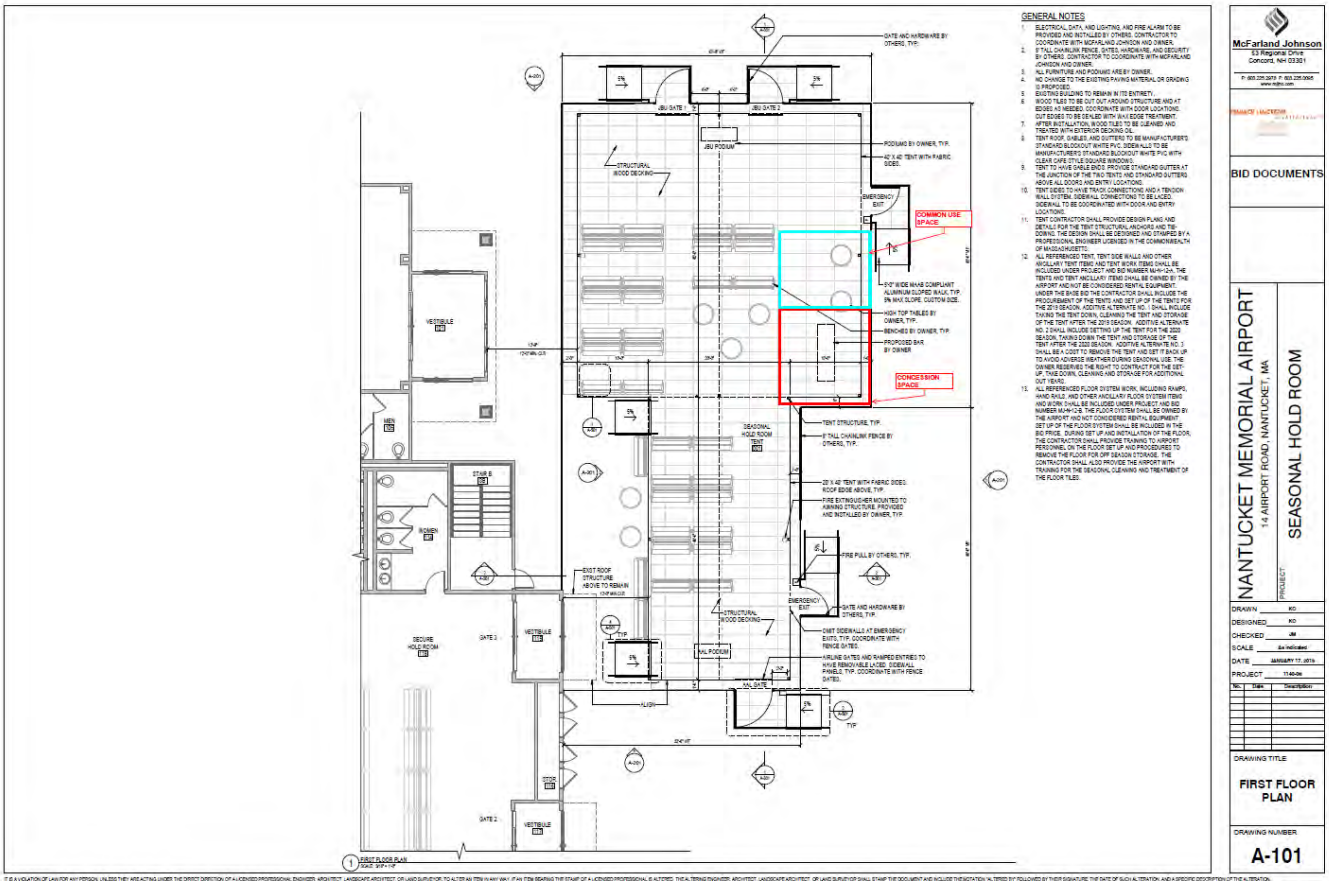
_____
Commissioner

Date:_____

_____
Commissioner

Date:_____

Exhibit B
PREMISES



McFarland Johnson
83 Regional Drive
Concord, NH 03301

BID DOCUMENTS

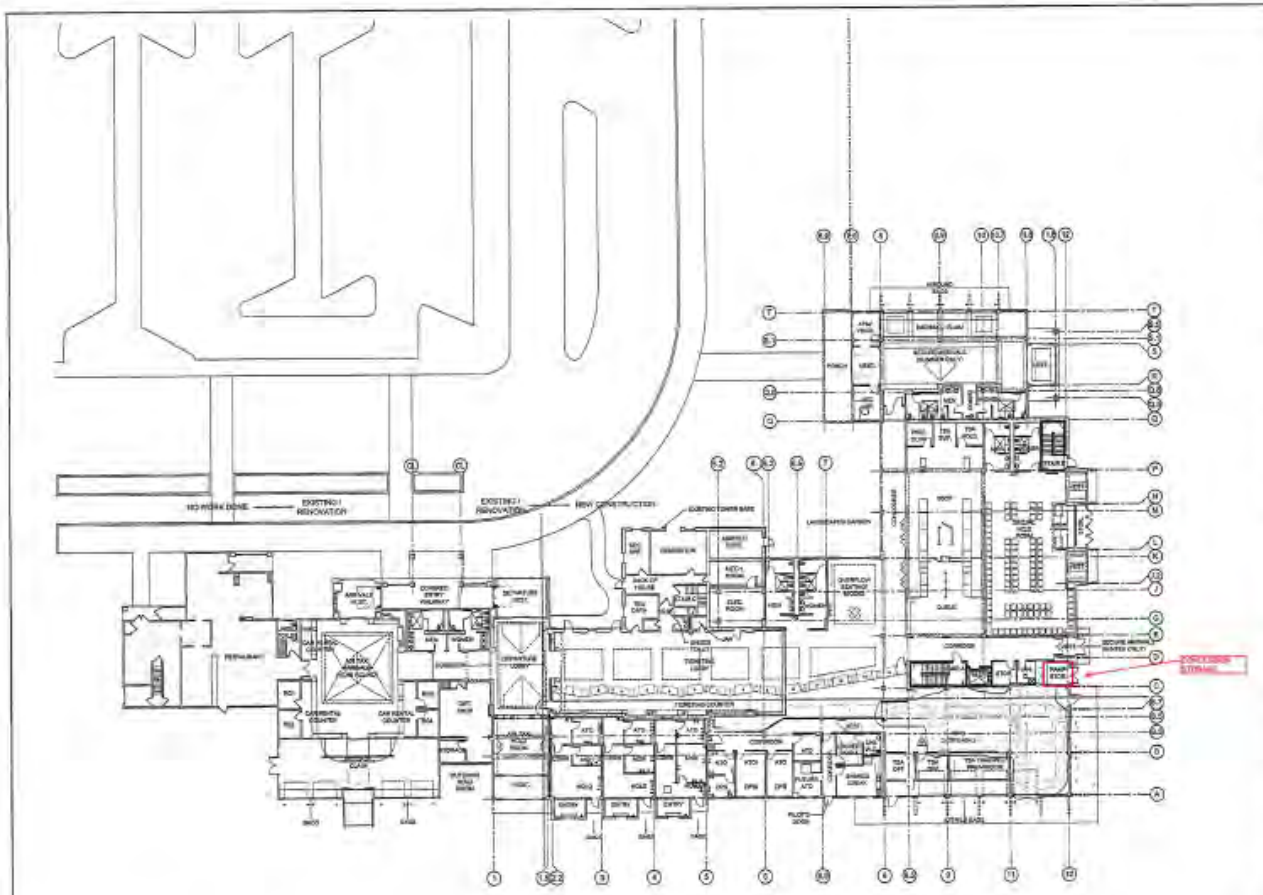
NANTUCKET MEMORIAL AIRPORT
14 AIRPORT ROAD, NANTUCKET, MA
PROJECT: SEASONAL HOLD ROOM

DRAWN: KO
DESIGNED: KO
CHECKED: JM
SCALE: As Indicated
DATE: JANUARY 17, 2019
PROJECT: 174636

NO.	DATE	DESCRIPTION

DRAWING TITLE
FIRST FLOOR PLAN

DRAWING NUMBER
A-101



1 / A210 FIRST FLOOR PLAN

TOWN OF NANTUCKET, MASS. INCORPORATED 1671

REV NO.	DATE	DESCRIPTION	DRAWN BY	CHK'D BY	APPD BY
A	10/31/06	ADDENDUM #2			
B	12/21/06	CD SET			

PROJECT

Nantucket Memorial Airport

Nantucket, Massachusetts

CONSULTANT

EarthTech | ARCHITECTURE

SUBCONSULTANT

KEY PLAN

DATE: FEBRUARY 8, 2006

SCALE: 1/10" = 1'-0"

PROJECT NUMBER: 35405

DESIGNED BY: RP | DRAWN BY: SM / MH

CHECKED BY: NDA | APPROVED BY: RP

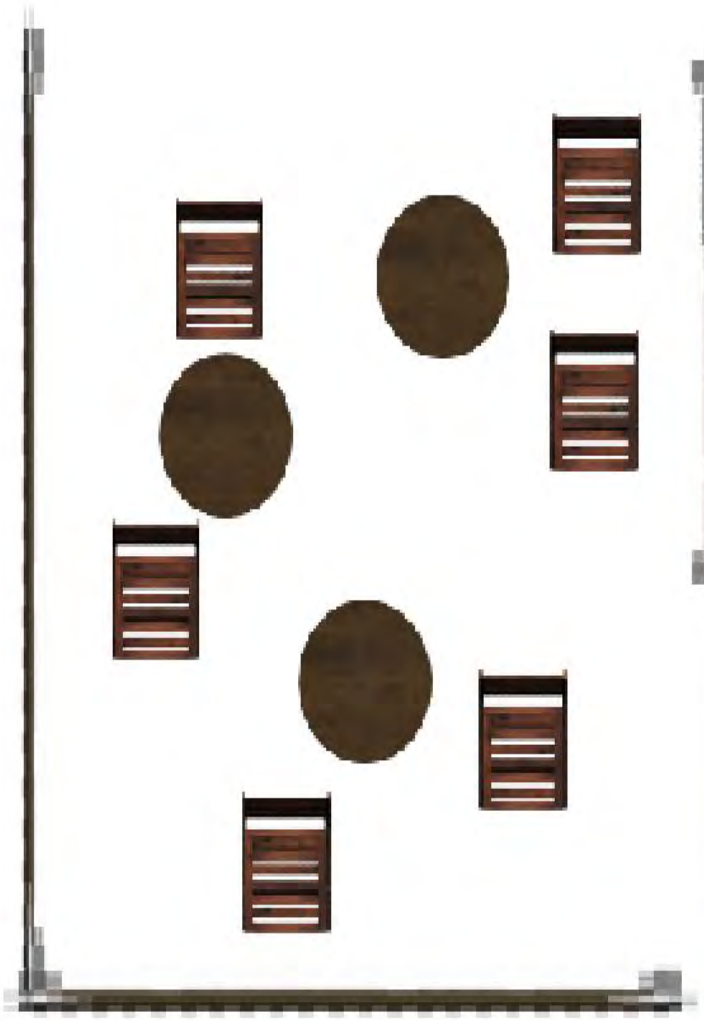
DRAWING TITLE

First Floor Plan

SEAL

DRAWING NUMBER

A210




13.20 m²


Solid tent wall A
3b
Consumption
Retail
12 x 12
Solid tent wall B
12 x 12


DEEP RIVER
GOOD THINGS HAPPEN
WHEN YOU GIVE A CHIP.
EXIT
POLAR
KIND
DEEP RIVER

Agenda Item Summary

Agenda Item #	IX. 10.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – Born and Bread, 35 Centre Street

Executive Summary

Born & Bread Nantucket, 35 Centre Street, is applying for a New Seasonal Off-Premise (Package Store) Wine and Malt Beverages Liquor License. Off-Premise Licenses sell pre-packaged alcohol that must be opened and consumed Off-Premise.

The Applicant has held a Common Victualler License at 35 Centre Street since 2019. This applicant applied for this same license originally in April 2021 and was denied by the Select Board due to the number of existing package store licenses in the downtown core area.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

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

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4 (1 License available)
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

- Package Stores in Immediate Vicinity (Downtown Core District):
  - Current Vintage (Seasonal Wine/Malt): 810 ft

    - Murray's (Annual All Alcohol): 401ft
    - Fresh/Harpoon Liquors: 990 ft
- Package Stores on Perimeter of Downtown Core District:
    - Epernay (Seasonal All Alcohol): 1,317 ft.
    - Hatch's (Annual All Alcohol): .75 miles

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

- No written comments received as of May 11, 2022

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

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

The sort of operation that carries the license

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

The reputation of the applicant

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

Background/Discussion

- Born and Bread first applied for a Package Store License in April of 2021. The application was denied by the Select Board due to the existing number of package stores in the immediate and surrounding areas as outlined in attached map. Meeting notes from April 28, 2021 also attached.
- Two other package store applications in the same downtown area were also denied in April and May of 2021 for the same reason: Pizzeria Gemelle and The Green.
- The Green is also applying for a Package Store License. Pizzeria Gemelle chose to remain as an on-premise license and not re-apply for a package store license.
- Applicants denied a Liquor License may re-apply one year following the denial.
- There have been no changes to the number of package stores or quota in the year since the original application.

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

N/A

Board/Commission Recommendation

N/A







Public Outreach

Public hearing advertised for two weeks in InkyClick or tap here to enter text.

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

N/A

Attachments

New Liquor License ABCC and Town of Nantucket Application; ABCC Summary Form; Quota Report; Map of Package Stores; portion of 4-28-21 Select board minutes







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
Off-Premises-15	§15 Package Store	Wines and Malt Beverages	

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 an annual off premise section 15 license for wine and malt beverages to complement our current grab and go food offerings. We are a local mercantile that showcases the finest products being produced in our immediate vicinity, our focus is local, and we want to dedicate a small part of our local mercantile space to the local beers and wines available in our region. Our customers repeatedly request alcoholic offerings to create a "in-town one stop shop." It is not our concept to become a package store per se, we will dedicate only a very small portion of our floor space to wine and malt sales while still maintaining our bakery & mercantile operation.

Is this license application pursuant to special legislation? ( ) Yes (•) No Chapter: Acts of:

2. BUSINESS ENTITY INFORMATION

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

Entity Name: K&K Anderson LLC FEIN: [redacted]

DBA: Born & Bread Nantucket Manager of Record: Kimberlee Anderson

Street Address: 35 Centre St. Nantucket, MA 02554

Phone: 508-228-3700 Email: contact@bornandbreadnantucket.com

Alternative Phone: 860-655-0170 Website: bornandbreadnantucket.com

3. DESCRIPTION OF PREMISES

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

The premises consists of three total levels: The basement level (used for storage only, no delineated rooms), the first floor (the retail area of the premises, one separate room exists as a handwashing station), and the second floor (this area includes the commercially licensed kitchen space, an office, a chemical storage/mop room, and an employee bathroom.)

Total Square Footage: 1792 Number of Entrances: 3 Seating Capacity:

Number of Floors: 2 Number of Exits: 3 Occupancy Number:

4. APPLICATION CONTACT

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

Name: Kevin J Anderson Esq Phone: [redacted]

Title: Owner Email: contact@bornandbreadnantucket.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 02/2019

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Kimberlee Anderson	9 Raceway Dr. Nantucket, MA 02554	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	50	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Kevin Anderson	9 Raceway Dr. Nantucket, MA 02554	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	50	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? ○ Yes ◉ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Kevin Anderson	12	Nantucket Hospitality Group LLC	Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 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: Centre of Town LLC

Landlord Phone: 508-901-4145

Landlord Email: jking@remainventures.com

Landlord Address: 58 Main St. / Box 868 Nantucket, MA 02554

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

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	NA
C. Other * (Please specify below)	$35,000
D. Total Cost	$35,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Nantucket Bank	$35,000	Business Loan	○ Yes ◉ No
			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Kimberlee Anderson | Date of Birth: [redacted] | SSN: [redacted]

Residential Address: 9 Raceway Dr. Nantucket, MA 02554

Email: contact@bornandbreadnantucket.com | Phone: 5082283700

Please indicate how many hours per week you intend to be on the licensed premises: 50+

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
02/19	current	Owner	K&K Anderson LLC	
2011	2019	Registered Nurse	Nantucket Cottage Hospital	Jennifer Monto
2006	2011	Tech/RN	Baystate Medical Center	Mike Davis

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: [signature] Date: 04/29/22

APPLICANT'S STATEMENT

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

of K&K ANDERSON LLC (Name of the Entity/Corporation)

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

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

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

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

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

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

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

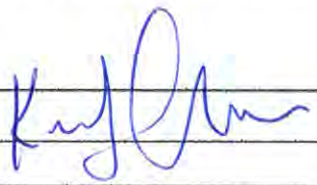
(6) I understand that all statements and representations made become conditions of the license;

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

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

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

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

Signature:  Date: 04/29/22

Title: Owner

ENTITY VOTE

The Board of Directors or LLC Managers of K&K ANDERSON LLC
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 04/01/2022
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 Anderson
Name of Person

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

"VOTED: To appoint Kimberlee Anderson
Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

KEVIN ANDERSON
(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: 001369662

1. The exact name of the limited liability company is: K&K ANDERSON LLC

2a. Location of its principal office:
No. and Street: 9 RACEWAY DRIVE
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 9 RACEWAY DRIVE
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
FOOD SERVICE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: KEVIN ANDERSON
No. and Street: 9 RACEWAY DR.
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

I, KEVIN J ANDERSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KEVIN J ANDERSON	9 RACEWAY DRIVE NANTUCKET, MA 02554 USA
MANAGER	KIMBERLEE A ANDERSON	9 RACEWAY DRIVE NANTUCKET, MA 02554 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of February, 2019,
KEVIN J ANDERSON

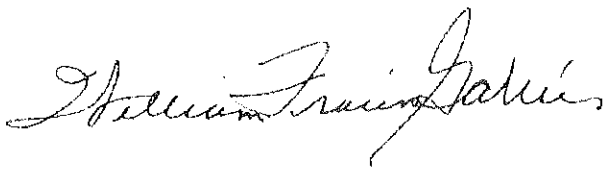
(The certificate must be signed by the person forming the LLC.)

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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:

February 21, 2019 09:26 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FLOOR PLAN LEGEND

- (E) CONSTRUCTION TO REMAIN
- NEW WALL

FLOOR PLAN NOTES:

1 ALL DIMENSIONS ARE TO FACE OF PIECE UNLESS NOTED OTHERWISE (MEP).

, DEDICATED RETAIL SPACE FOR ALCOHOL SALES

1 FLOOR PLAN (GROUND LEVEL)
1/2" = 1'-0"

PODRMAN VISUALS

BORN & BREAD MERCANTILE & BAKERY

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BORN AND BREAD

35 CENTRE STREET
NANTUCKET, MA 02554

△	ISSUED FOR	DATE

PROJECT NO: 19001
DATE: 2019.02.15
DRAWN: AA
SHEET TITLE: FLOOR PLAN (GROUND LEVEL)
SHEET NO: A1.0

KLAUDIUS & LEIPA LLC
91 WASHINGTON ST
NANTUCKET, MA 02554

TWENTY FOUR BROAD STREET INC
PO BOX 1829
NANTUCKET, MA 02554

GLIDDEN RICHARD J & KATHRYN L
PO BOX 816
NANTUCKET, MA 02554

FIRST CONGREGATIONAL CHURCH
BOX 866
NANTUCKET, MA 02554

MIDDLE C LLC
C/O PHILBRICK MELISSA
PO BOX 868
NANTUCKET, MA 02554

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	$351.98	Make check payable to Inquirer and Mirror. Submit with application to Licensing Office.

LETTER TO SELECT BOARD: SUMMARY OF LICENSE APPLICATION	To whom it may concern; We are a family operated small business, run by Kim and Kevin Anderson. We have been year round residents of Nantucket for 12 years, and recently added two Nantucket natives to our family. Kim spent 10 years as a nurse, and administrator at Nantucket Cottage Hospital before switching over to head baker, and Kevin spent 10 years as the Director of Operations at Galley Beach and Owner of Afterhouse before taking on Born & Bread. It is our intention to offer the best of our region to the numerous visitors and year round community that rely on us to produce and introduce quality goods. To complement our current offerings, and satisfy numerous requests from the public we are seeking an annual off-premise section 15 license for wine and malt beverages. We are surrounded by growing hotel companies and we see an influx of year round visitors, we would like to be a reliable "one stop" destination to provide quality, local products to our clientele. In consideration of concern for the amount of existing off premise liquor licenses already on island we want to highlight our application as a minimal impact application. We are not becoming a liquor store. We would simply like to add local beer and wine sales to complement our already curated local mercantile. In this quota system of licensing, use us to achieve a low impact store that will curtail any concern of irresponsibility, over saturation, or over reaching.

	It is NOT our intention to sell a multitude of thirty packs to the Memorial Day crowds. We are planning to dedicate a very small section of our local mercantile to feature regional alcoholic producers. In conclusion, we are happy to answer any questions or address any concerns you might have with our application.Thank you for your time and consideration.

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC)	K&K ANDERSON LLC
Doing Business As (D/B/A) (ex. Nantucket Cafe)	Born & Bread Nantucket
First Name of Primary Contact	Kevin
Last Name of Primary Contact	Anderson
Title of Primary Contact	Owner
Cell/Phone Number of Primary Contact:	8606550170
Email of Primary Contact	contact@bornandbreadnantucket.com
Additional Contact	*Field not completed.*
Additional Contact Email	*Field not completed.*

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address	35 Centre St.

Please describe the proposed licensed premises to include all seating, serving and strorage areas.	The premises consists of three total levels: The basement level (used for storage only, no delineated rooms), the first floor (the retail/service area of the premises, one separate room exists as a handwashing station), and the second floor (this area includes the commercially licensed kitchen space, an office, a chemical storage/mop room, and employee bathroom). 1792 sq feet, 3 entrances, 3 exits
Have you made or plan on making any renovations to the premises?	No
Describe renovations plan	*Field not completed.*
Change of Use	No
Planning Board/Zoning	No
LIQUOR TYPE	Off-Premise: Grocery/Convenience Store
LIQUOR CLASS	Annual
LIQUOR CATEGORY	Wine and Malt Beverages
	(Section Break)
COMMON VICTUALLER/FOOD SERVICE FOR ON-PREMISE LICENSES	*Field not completed.*
Describe Food and Beverage Plan	*Field not completed.*
	(Section Break)
ENTERTAINMENT FOR ON-PREMISE LICENSES	*Field not completed.*
Will Furniture, tables, chairs be moved for Live Entertainment?	*Field not completed.*

Entertainment Hours	*Field not completed.*
Describe Entertainment Plan	*Field not completed.*

UPLOAD DOCUMENTS

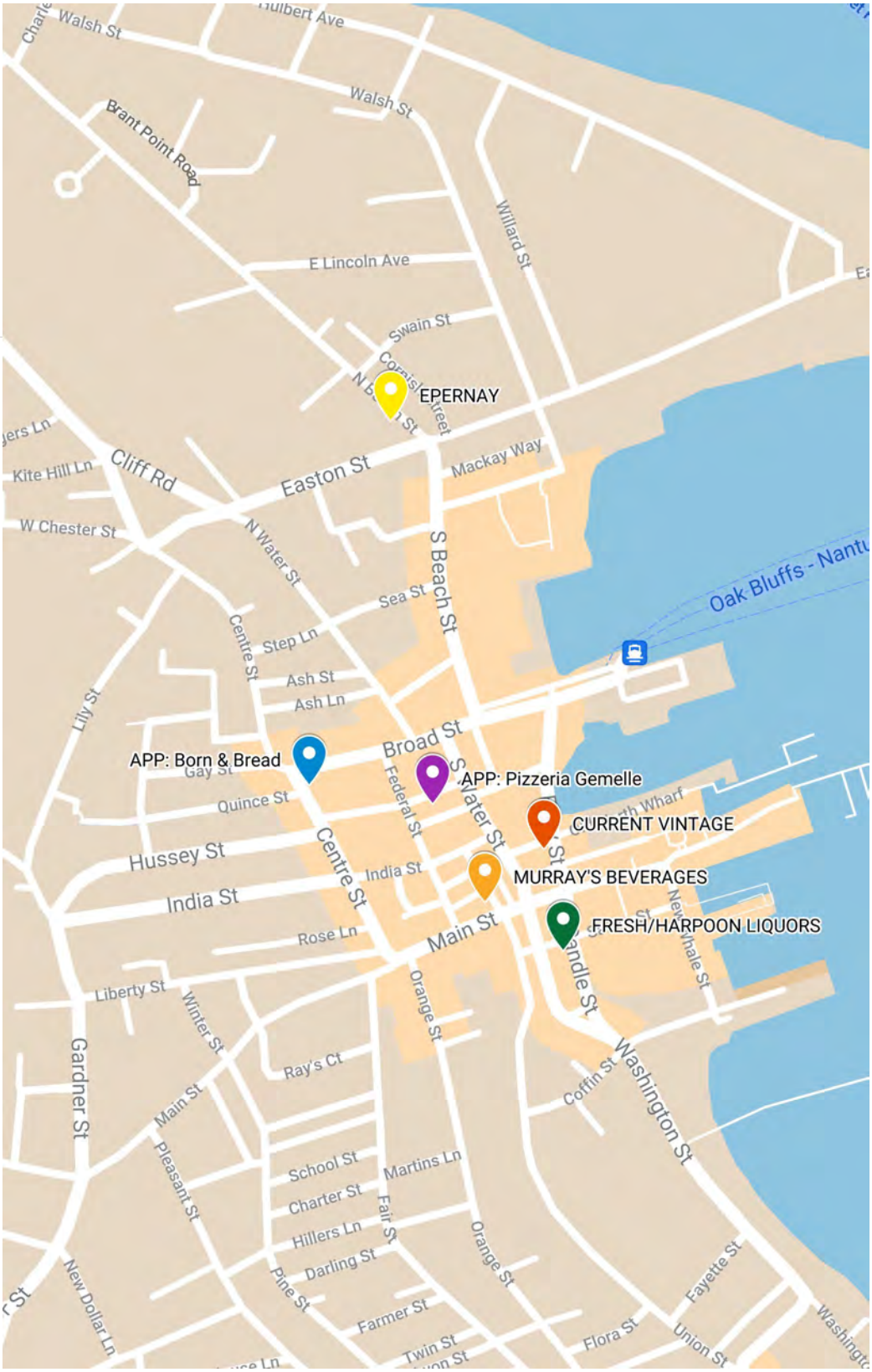
Upload required documents below. You may also email to Licensing@police.nantucket-ma.gov or print and deliver to 4 Fairgrounds Road 02554, Mon-Fri 8am - 4 pm.

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 Anderson

Package Stores - Core

OFF-PREMISE PACKAGE STORES

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



Town & County of NANTUCKET, MA

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

LIQUOR LICENSING || ANNUAL §15 QUOTAS

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

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2020 with a Nantucket population of 14,255 as set by the Secretary of the Commonwealth. The previous population for 2010-202 was 10,172.

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

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 3 Licenses
Total Licenses in 2021: 5 (Once Surrendered, this type of License can NOT be reissued)

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

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses
Total Licenses in 2021: 4 Licenses
Available: 1 License

- Pip and Anchor — 14 Amelia Drive
- Nantucket Trading Post — 12 Nobadeer Farm Road
- Bartlett's — 33 Bartlett Farm Road
- Nantucket Meat and Fish Market — 21 Old South Road

Town & County of
NANTUCKET, MA

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

LIQUOR LICENSING || SEASONAL §15 QUOTAS

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

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2022 Population Estimate is 45,000, which allows for a total of **9 Seasonal Package Stores**.

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

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

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

Quota:	**9 Licenses**
Total Licenses in 2022:	**7 Licenses**
Available Licenses in 2022:	**2 Licenses**

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

4. Public Hearing to Consider Application for New Annual Wine and Malt Beverages Package Store License for Pizza Gemelle, LLC dba Pizzeria Gemelle, Andrea Solimeo, Manager, for Premises Located at 2 East Chestnut Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138. Chair Holdgate opened the hearing. Ms. Baxter introduced the item and explained the request; she noted the connection between this application and the one previously continued to take place after action on this request. Ms. Baxter reviewed how the business model is planned to change with respect to a package store license vs a restaurant license. Ms. Baxter re-reviewed the Town's package store license quotas for seasonal and annual licenses. Ms. Murphy asked about the "new model" of business and whether it is permanent or just during the pandemic. Mr. Taylor Oliver of Pizzeria Gemelle responded and said it is intended to be permanent. Ms. Baxter reviewed the various determinations and findings that Select Boards must address when considering new liquor license applications, per state law. She noted the type and location of other package store licenses in the area. Ms. Ferrantella asked about one establishment having a pouring license as well as a package store license. Ms. Baxter explained that is permitted; however, is subject to very specific requirements with respect to separation of the operations. Ms. Suzanne Mynttinen commented that downtown is already "saturated" with retail liquor establishments and an additional license is unnecessary. Ms. Benzie asked about how a package store license "works" in association with a takeout establishment. Ms. Baxter explained, noting there are other such businesses. Ms. Benzie said she hopes the Board will consider if downtown is the best location for this type of license, seeing as how it is the last one available in this quota category. There being no further public comment, Chair Holdgate closed the hearing. Ms. Murphy stated that while she appreciates the business model change, she is not in support of the application. Ms. Ferrantella concurred. Mr. Bridges agreed and discussed prior Board action in 2015 on a similar application and circumstances. Chair Holdgate said she appreciates this business but is concerned about issuing a license in this area. Ms. Murphy moved to deny the application based on location and similar findings as in the 2015 circumstance as noted by Mr. Bridges and contained within the minutes of the meeting where that denial occurred which are in the Board's agenda packet, and due to there being a sufficient number of package stores already in the immediate vicinity; Ms. Ferrantella seconded. So voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Ms. Ferrantella - Yes; Ms. Murphy – Yes. Mr. Fee abstained.

IX. 4. (continued from above).
Request for Acceptance of Conditional Surrender of Annual Wine and Malt Beverages with Cordials Restaurant License by Pizza Gemelle, LLC dba Pizzeria Gemelle for Premises Located at 2 East Chestnut Street. Mr. Oliver asked to withdraw this request and no further action was taken.

5. Public Hearing to Consider Application for New Seasonal Wine and Malt Beverages Package Store License for K & K Anderson, LLC dba Born & Bread Nantucket, Kimberlee Anderson, Manager, for Premises Located at 35 Centre Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138. Chair Holdgate opened the hearing. Ms. Baxter introduced the item and explained the request. Ms. Baxter again reviewed the quotas and locations of existing package store licenses in close proximity. Mr. Kevin Anderson, proprietor of the establishment, spoke on other businesses in the area, including current construction on a new commercial/retail development on Centre Street. Ms. Sarah Ellis spoke against the application.

There being no further public comment, Chair Holdgate closed the hearing. Ms. Murphy moved to deny the application based on location and similar findings as in the 2015 circumstance as previously noted by Mr.

Bridges, and contained within the minutes of the meeting where that denial occurred which are in the Board's agenda packet, and due to there being a sufficient number of package stores already in the immediate vicinity; Ms. Ferrantella seconded. So voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Ms. Ferrantella - Yes; Ms. Murphy – Yes. Mr. Fee abstained.

6. Public Hearing to Consider Applications for LH Manager Northeast, LLC dba Faraway Hotel for Premises Located at 11 India Street: a) New Common Victualler with Annual All-Alcoholic Beverages Innholder License, Evan Bailey, Manager; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138; b) New Entertainment License, Evan Bailey, Manager. Chair Holdgate opened the hearing. Ms. Baxter introduced the item and explained the liquor license request. She also noted the Planning Board's special permit conditions for this establishment which would need to be incorporated in any approval by the Board. She reviewed recent liquor license history at this location and noted the type and location of liquor licenses in close proximity and elsewhere on the Island. Mr. Dennis Quilty, attorney for the applicant introduced the manager, Evan Bailey. He commented on the differences between this application and the ones just denied by the Board and reviewed the public need for the services to be provided to the public. Ms. Murphy asked if room service would be provided. Mr. Quilty responded affirmatively. Mr. Bridges asked about the number and location of seats. Mr. Quilty reviewed what is allowed by the special permit. Some discussed followed.

There being no further public comment, Chair Holdgate closed the hearing. Chair Holdgate said the liquor license would be consistent with other liquor licenses in the immediate area. Mr. Bridges agreed. Ms Ferrantella said she feels there are enough licenses of this type in the immediate area and that this is a very large establishment especially post-COVID. Some discussion followed as to the special permit conditions indoors and outdoors for the dining service with respect to hours. Mr. Quilty noted that people will be living in the building and that would be a concern for them too.

With respect to the entertainment license application, Ms. Baxter reviewed the requested entertainment and Planning Board special permit conditions. Some discussion followed.

Ms. Murphy moved approval of the liquor license, common victualler license and entertainment license applications subject to the Planning Board special permit conditions; and to determine that the premises licensed to sell alcoholic beverages is not detrimental to the spiritual activities of a church pursuant to section 16C of Massachusetts General Law Chapter 138; seconded by Mr. Bridges. So voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Ms. Ferrantella - No; Ms. Murphy – Yes. Mr. Fee abstained.

7. Public Hearing to Consider Utility Petition from Verizon New England, Inc. for Plan #MA2020-45 to Push 2" Steel Conduit from Pedestal, PED #11, Approximately 35' Northerly Across Low Beach Rd to Connect to Customer-Placed Conduit at a Point 140' Westerly from Pond Street. Chair Holdgate opened the hearing. Mr. Ross Bilodeau of Verizon was present and reviewed the petition. There being no further public comment, Chair Holdgate closed the hearing.

Mr. Fee moved approval with conditions set forth through the departmental comments as noted in the Board's packet; seconded by Mr. Bridges. So voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Mr. Fee – Yes; Ms. Ferrantella - Yes; Ms. Murphy – Yes.

Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, May 18, 2022, the Board approved the application for a New Annual Off Premise Package Store, Wine and Malt Beverage Liquor License for K & K Anderson, LLC, dba Born & Bread Nantucket, Kimberlee Anderson, Manger, for the premises located at 35 Center Street, Nantucket, MA 02554. The Board determined that this new liquor license is not detrimental to the spiritual activities of First Congregational Church, 62 Center Street, Nantucket, MA 02554. The First Congregational Church is located within 500 feet of the licensed premises of Born & Bread Nantucket.

Jason Bridges, Chair

Dawn Hill Holdgate, Vice Chair

Matt Fee

Brooke Mohr

Melissa Murphy

Agenda Item Summary

Agenda Item #	IX. 11.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – The Green, 4 India Street

Executive Summary

The Green, 4 India Street, is applying for a New Seasonal Off-Premise (Package Store) Wine and Malt Beverages Liquor License. Off-Premise Licenses sell pre-packaged alcohol that must be opened and consumed Off-Premise.

This applicant has been licensed as a take-out and retail food establishment with no liquor since 2021.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

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

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4 (1 License available)
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	3 (2 Seasonal Licenses total available)
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	41

- Package Stores in Immediate Vicinity (Downtown Core District):
  - Current Vintage (Seasonal Wine/Malt): 559 ft
  - Murray's (Annual All Alcohol): 365ft
  - Fresh/Harpoon Liquors: 692 ft

- Package Stores on Perimeter of Downtown Core District:
    - Epernay (Seasonal All Alcohol): .295 miles
    - Hatch's (Annual All Alcohol): .73 miles

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

- No feedback received prior to hearing a/o 5/11/22

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

- The Green is located in the Downtown Core/Historic District.

The sort of operation that carries the license

- The Applicant operates an establishment selling take-out food, sandwiches and beverages and housewares and other retail and grocery items for sale. There is no seating for patrons.

The reputation of the applicant

- The Applicant has operated The Green at this location and 5 West Creek Road with no complaints or violations.

Background/Discussion

- The Green first applied for a Package Store License in May of 2021. The application was denied by the Select Board due to the existing number of package stores in the immediate and surrounding areas as outlined in attached map. Meeting notes from May 26, 2021 also attached.
- Two other package store applications in the same downtown area were also denied in April of 2021 for the same reason: Pizzeria Gemelle and Born and Bread.
- Born and Bread is also applying for a Package Store License. Pizzeria Gemelle chose to remain as an on-premise license and not re-apply for a package store license.
- Applicants denied a Liquor License may re-apply one year following the denial.
- There have been no changes to the number of package stores or quota in the year since the original application.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised for two weeks in Inky

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

N/A







Attachments
New Liquor License ABCC Application; ABCC Summary Form; Quota Report; Map of Package Stores







VAUGHAN, DALE, HUNTER, BEAUDETTE AND SWAIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
WHALER'S LANE
P.O. BOX 659
NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455
FAX: (508) 228-3070

EDWARD FOLEY VAUGHAN
KEVIN F. DALE
RICHARD P. BEAUDETTE
BRYAN J. SWAIN

WILLIAM F. HUNTER
OF COUNSEL

Tuesday, April 19, 2022

VIA Hand Delivery & Email

Amy C. Baxter
Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 02554
abaxter@police.nantucket-ma.gov

Re: The Green Market, LLC
Application for a new §15 Off-Premises Liquor License
4 India Street
Nantucket, MA 02554

Dear Amy:

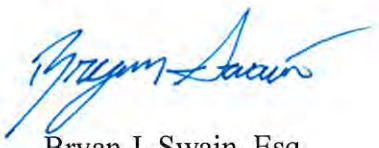
My office represents The Green Market, LLC in the above-referenced matter. My client is applying for a new, seasonal, wine and malt beverages, off-premises, Liquor License for its boutique market that sells organic goods, produce, groceries, freshly made grab-n-go meals, flowers, and plant-based holistic skincare products. Enclosed, please find the following:

1. Proof of Payment of the ABCC's Filing Fee;
2. Monetary Transmittal Form;
3. New Retail License Application;
4. Manager Application
5. Vote of the Applicant Entity;
6. Business Structure Documents;
7. CORI for the proposed manager and the individuals with a beneficial interest in the license;

8. Proof of Citizenship for the Proposed Manager;
9. The Applicant's Lease, Evidencing its Right to Occupy the Premises;
10. Floor Plans;
11. Abutter Notification;
12. Legal Notice and Advertisement;
13. TIPS Certification for the Proposed Manager,
14. The local Filing Fee.

Please let me know if you have any questions. I can be reach by email at bryan@vdhlaw.com or by phone at 508-228-4455.

Sincerely,



Bryan J. Swain, Esq.

Encl.
CC: The Green Market, LLC

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: The Green Market, LLC

DBA: The Gren Market

Street Address: 4 India Street Nantucket, MA

Zip Code: 02554

Manager: Jenny Bence

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter:

of the Acts of (year):

§15 Package Store	Seasonal	Wines and Malt 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 of 4 India Street, containing approximately 1,800 sq. ft. of market space, with ancillary kitchen and 2 bathrooms contained therein, and exclusive basement storage containing approximately 600 sq. ft . Retail access will be limited to two (2) enclosed refrigerators located near the cash register. Wine and Malt storage will be locked and secured in a portion of the basement space.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 04/19/2022 Time 9:00 AM

Advertised Yes ☒ No ☐ Date Published 5/5/22 & 5/12/22 Publication Inquirer & Mirror

Abutters Notified: Yes ☐ No ☐ Date of Notice 3/31/22

Date APPROVED by LLA 05/18/2022 **Decision of the LLA** Approves this Application

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

For Transfers ONLY:

Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

_____

_____

_____

_____

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
Off-Premises-15	15- Package Store	Wines and Malt 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.

Application for a new, off-premises, package store liquor license located in an organic market that sells organic goods, produce, groceries, freshly made grab-n-go meals, flowers, and plant-based holistic skincare products.

Is this license application pursuant to special legislation? ○ Yes ● No Chapter _____ Acts of _____

2. BUSINESS ENTITY INFORMATION

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

Entity Name: THE GREEN MARKET LLC FEIN: [redacted]

DBA: The Green Market Manager of Record: Jenny Bence

Street Address: 4 India Street, Nantucket, MA 02554

Phone: 508-221-2540 Email: thegreengull@gmail.com

Alternative Phone: [redacted] Website: www.thegreenmarketnantucket.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.

First floor of 4 India Street, containing approximately 1,800 s.f. +/- of market space, with ancillary kitchen and 2 bathrooms contained therein, and exclusive basement storage containing approximately 600 s.f. +/-. Retail access will be limited to two (2) enclosed refrigerators located near the cash register. Wine and Malt storage will be locked and secured in a portion of the basement space.

Total Square Footage:	2,400	Number of Entrances:	1	Seating Capacity:	N/A
Number of Floors	2	Number of Exits:	2	Occupancy Number:	N/A

4. APPLICATION CONTACT

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

Name: Bryan J. Swain Phone: 508-228-4455

Title: Attorney Email: bryan@vdhlaw.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: May 04, 2020

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
Jenny Bence	8A Folger Ave, Nantucket, MA 02554	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager and LLC Member	50%	● Yes ○ No	● Yes ○ No	● Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Tessa Cressman	3 Wauwinet Road, Nantucket, MA 02554	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager and LLC Member	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

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: Paul Waine, Trustee

Landlord Phone: 239-394-0940

Landlord Email: waine34145@gmail.com

Landlord Address: 4 India Street, PO BOX 236, Nantucket, MA 02554

Lease Beginning Date: May 12, 2020

Rent per Month: [redacted]

Lease Ending Date: December 31, 2024

Rent per Year: [redacted]

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

8. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	
Total:	0.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

The Applicant seeks to license an area of an existing and operational market.

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: Jenny Bence | Date of Birth: [redacted] | SSN: [redacted]

Residential Address: 8A Folger Avenue, Nantucket, MA 02554

Email: thegreengull@gmail.com | Phone: [redacted]

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
N/A			

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1/1/2010	Current	Owner	The Green Gull, LLC	Self-Employed
5/4/2020	Current	Owner	The Green Market, LLC	Self-Employed

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
N/A				

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: 5/18/22

Jenny Bence

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
N/A			

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
N/A			

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
N/A			

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: _____

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
4231	166		NIR RETAIL LLC	NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	25 CENTER ST
4231	168		WILLAUER ANDREW M ETUX		2 INDIA ST	NANTUCKET	MA	02554	2 INDIA ST
4231	174		ST MARYS ROMAN CATHOLIC CHURCH		6 ORANGE ST	NANTUCKET	MA	02554	3 FEDERAL ST
4231	199		NANTUCKET UNITED METHODIST CHU		PO BOX 264	NANTUCKET	MA	02554	2 CENTER ST
4231	203	4	MINUCCI ALBERT E & JUDITH A TR	MINUCCI NOMINEE TR	PO BOX 194	BARNSTABLE	MA	02630	15 CENTER ST
4231	203	6	UNIVERSITY OF FLORIDA FOUNDATION INC.		PO BOX 14425	GAINESVILLE	FL	32604	11 CENTER ST
4231	203	7	7 PETTICOAT ROW LLC		19 CENTER STREET	NANTUCKET	MA	02554	7 CENTER ST
4231	226		FARRELL FRANCIS X ETAL		4 WESTMOOR LANE	NANTUCKET	MA	02554	5 INDIA ST
Count:	**8**								

APPLICANT'S STATEMENT

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

of THE GREEN MARKET LLC (Name of the Entity/Corporation)

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

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

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

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

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

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

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

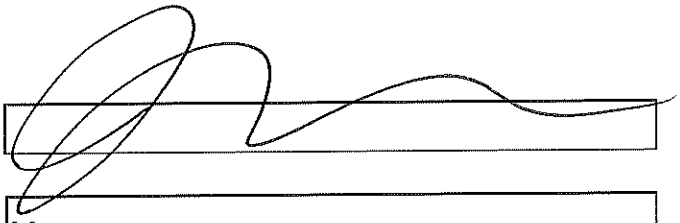
(6) I understand that all statements and representations made become conditions of the license;

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

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

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

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

Signature:  Date: 4/18/22

Title: Manager

ENTITY VOTE

The Board of Directors or LLC Managers of THE GREEN MARKET LLC (Entity Name)

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 3/24/2022 (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 Jenny Bence (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 Jenny Bence (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

Jenny Bence, Manager

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

J

(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

Annual Report
(General Laws, Chapter)

Identification Number: 001436553

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: THE GREEN MARKET LLC

1.b. The exact name of the limited liability company *as amended*, is: THE GREEN MARKET LLC

2a. Location of its principal office:

No. and Street: 4 INDIA STREET
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: 4 INDIA STREET
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:

RETAIL BUSINESS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DAVID J. BUCKLEY, ESQ.
No. and Street: 4 NORTH STREET
PO BOX 5027
City or Town: NANTUCKET State: MA Zip: 02554 Country: USA

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	JENNY BENCE	4 INDIA STREET NANTUCKET, MA 02554 USA
MANAGER	TESSA CRESSMAN	4 INDIA STREET 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	PENNY TRACEY	1205 N ORANGE STREET WILMINGTON, DE 19801 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	JENNY BENCE	4 INDIA STREET NANTUCKET, MA 02554 USA
REAL PROPERTY	TESSA CRESSMAN	4 INDIA STREET NANTUCKET, MA 02554 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of August, 2021,
PENNY TRACEY **, Signature of Authorized Signatory.**

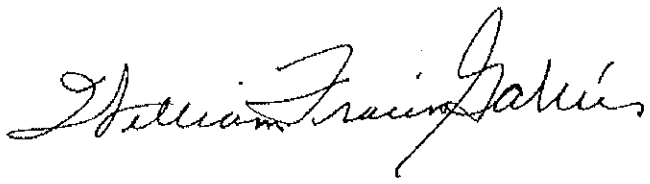
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MA SOC Filing Number: 202169164810 Date: 8/5/2021 9:47:00 AM

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:

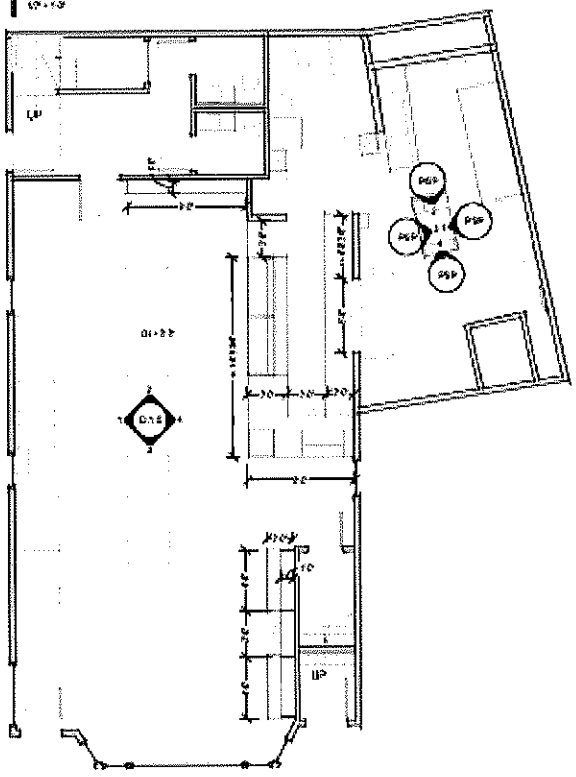
August 05, 2021 09:47 AM



WILLIAM FRANCIS GALVIN

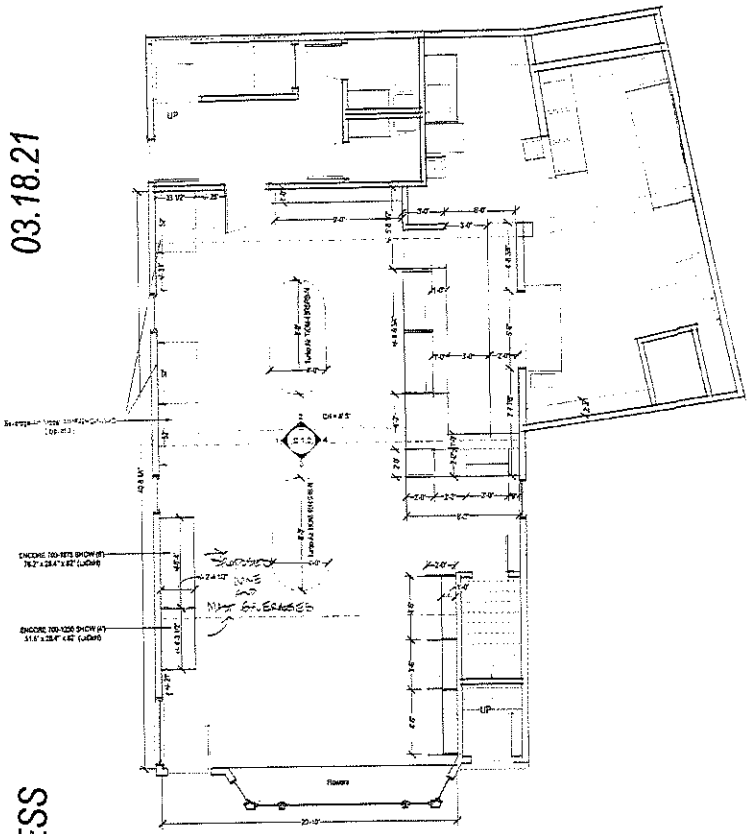
Secretary of the Commonwealth

1 Elevation 1 - a

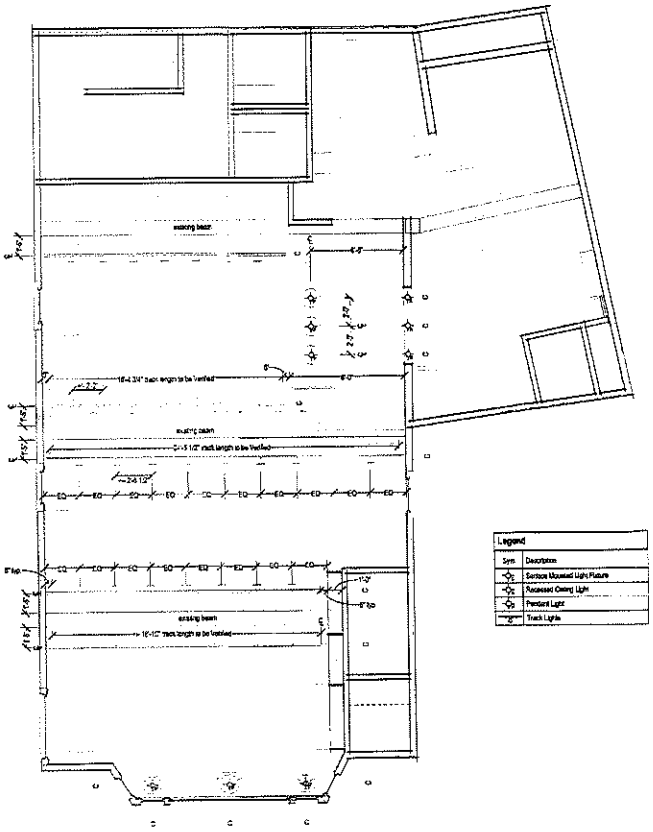


03.18.21

DD / PROGRESS



1 Floor Plan
1/4" = 1'-0"



2 Floor Plan - RCP
1/4" = 1'-0"

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Design Phase

4 India
Nantucket, MA 02554

emeritus

Floor Plans

Site Information

Map & Parcel:	42.3.1 / 197
Current Zoning:	CDT
Minimum Frontage:	35 ft.
Front Setback:	0 ft.
Side/Rear Setback:	0 ft. / 5 ft.
Lot Size:	+/- 2,178 sq.ft.
Min. Lot Size:	3,750 sq.ft.
Allowable G.C.:	75% or 1,630 sq.ft
Existing G.C.:	1,084 sq.ft.
Proposed G.C.:	n/a
Total Proposed G.C.:	n/a

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

A.1.1	Floor Plans
A.4.1	Kitchen Layout
D.1.0	Interior Elevations
D.1.1	3D Views
PSP	Pressey Prep Station
PSP - 3D	3D Views

Revisions

THESE DRAWINGS AND THE DESIGNS THEY ILLUSTRATE ARE THE SOLE PROPERTY OF EMERITUS DEVELOPMENT LLC AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF EMERITUS DEVELOPMENT LLC.

DRAWINGS THAT ARE NOT CLEARLY LABELED "FOR CONSTRUCTION" SHOULD NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING. RESALE, OR EXPRESS WRITTEN CONSENT OF THE PRINCIPAL OF THE ARCHITECTURE PROJECT MANAGER.

A.1.1

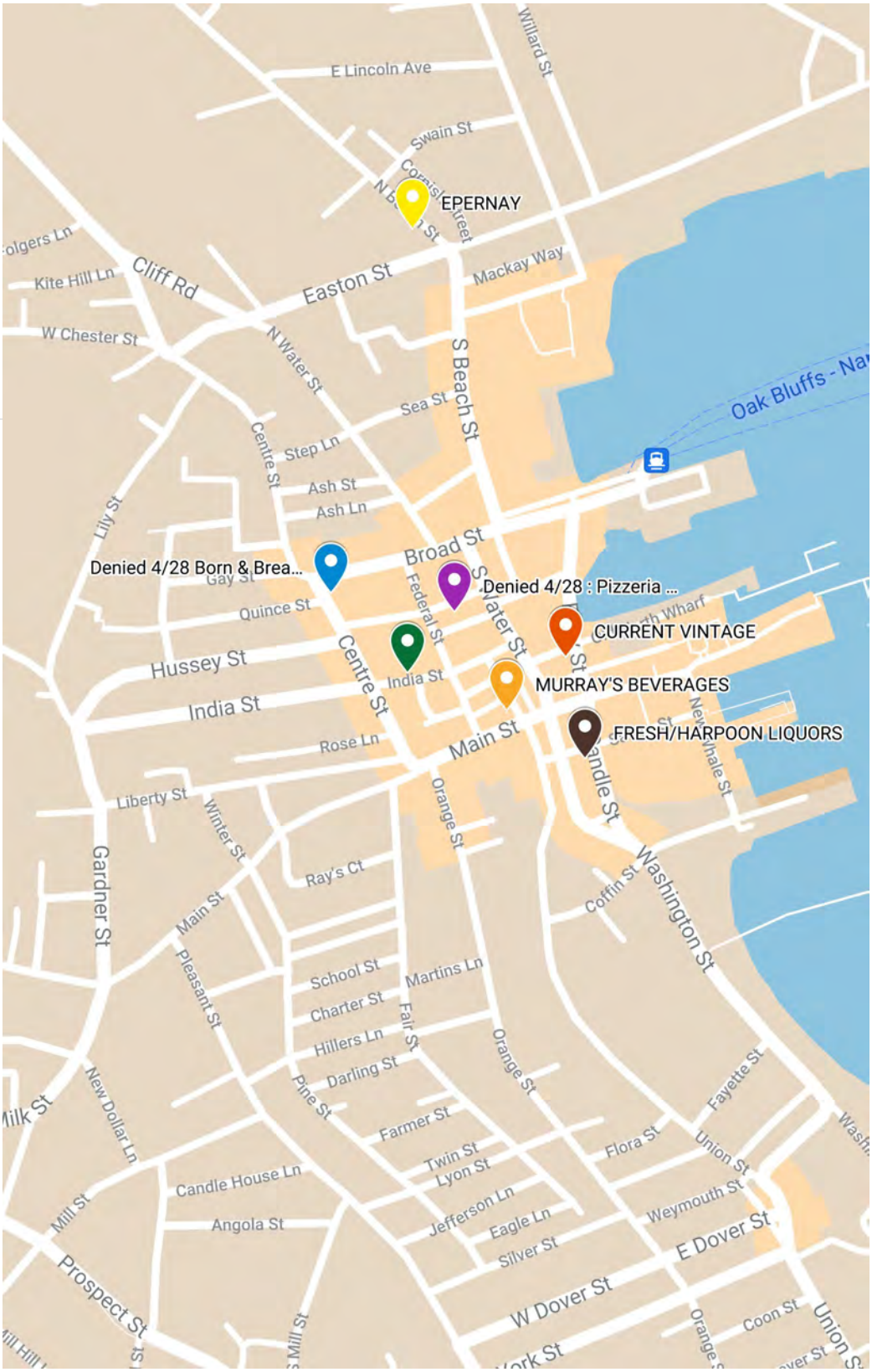
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Package Stores - Core

OFF-PREMISE PACKAGE STORES

Denied 4/28 : Pizzeria Gemelle

- Denied 4/28 Born & Bread
- CURRENT VINTAGE
- FRESH/HARPOON LIQUORS
- MURRAY'S BEVERAGES
- EPERNAY
- APP. The Green



Town & County of NANTUCKET, MA

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

LIQUOR LICENSING || ANNUAL §15 QUOTAS

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

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2020 with a Nantucket population of 14,255 as set by the Secretary of the Commonwealth. The previous population for 2010-202 was 10,172.

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

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 3 Licenses
Total Licenses in 2021: 5 (Once Surrendered, this type of License can NOT be reissued)

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

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses
Total Licenses in 2021: 4 Licenses
Available: 1 License

- Pip and Anchor — 14 Amelia Drive
- Nantucket Trading Post — 12 Nobadeer Farm Road
- Bartlett's — 33 Bartlett Farm Road
- Nantucket Meat and Fish Market — 21 Old South Road

Town & County of
NANTUCKET, MA

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

LIQUOR LICENSING || SEASONAL §15 QUOTAS

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

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2022 Population Estimate is 45,000, which allows for a total of **9 Seasonal Package Stores**.

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

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

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

Quota:	**9 Licenses**
Total Licenses in 2022:	**7 Licenses**
Available Licenses in 2022:	**2 Licenses**

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

said that it may be best to adopt conditions next week, so that they can be written clearly. Discussion followed about the conditions and what would happen if they are violated. Ms. Baxter suggested wording to the effect that any violation, and the license could be promptly revoked by the Board. Ms. Murphy asked about the number of patrons and if that number could be reduced. Mr. Kopko indicated a reduction is undesirable. Mr. Bridges moved to approve the proposal with performances limited to 15 nights, a 5:30 PM start, no alcohol allowed, rehearsals only for students during the day, other rehearsals only allowed at the site for one week before the show; seconded by Ms. Ferrantella. Ms. Ferrantella asked if the same language used for outdoor dining, regarding violations of conditions could be added to the motion. Ms. Baxter read that language. Mr. Bridges accepted that addition to the motion. Ms. Murphy asked about police details and whether the Board would entertain a reduction in the number of attendees. Chair Holdgate said either police details need to be engaged or a parking program managed by the theatre staff but approved by the Police Department to manage the parking. Said she didn't think going below 100 with attendees would work. Mr. Bridges said reduction would not help much but the police detail and/or plan for parking/traffic would be important. Ms. Ferrantella said she doesn't support a reduction. Some discussion followed about the number of attendees.

On the motion, so voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Ms. Ferrantella – Yes; Ms. Murphy – No. Mr. Fee recused.

3. Public Hearing to Consider Application for New Seasonal Wine and Malt Beverages Package Store License for The Green Market LLC, Jenny Bence, Manager, for Premises Located at 4 India 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. Chair Holdgate opened the hearing. Ms. Baxter reviewed recent actions taken by the Board regarding similar applications, and the Board's denial of those applications based on a finding of existing sufficiency of package store licenses existing in the downtown area and similar reasons. Mr. Fee said he will recuse from the discussion and vote. Ms. Jenny Bence explained her application and why she believes it is different from a traditional package store, as it will be a local market with local crafts and other goods. Ms. Murphy asked how alcohol sales would make her proposal different from the other applications. Ms. Bence said that she doesn't feel she is that different but that her store is more of an offering of many different local items. There being no further public comment, Chair Holdgate closed the hearing. Mr. Bridges spoke in support of Ms. Bence's business practices and operation. He said he does have an issue with the recent non-approval of other package store licenses in the area. Ms. Ferrantella concurred with Mr. Bridges and said she supports the concept, without the addition of alcohol. Chair Holdgate expressed similar comments and also concerns about the addition of alcohol. Ms. Murphy agreed with the other members.

Ms. Murphy moved to deny the application due to the fact that that town is currently well served by the existing number of package stores as illustrated in the attached map of the vicinity of the applicant; seconded by Ms. Ferrantella. So voted by roll call vote. Chair Holdgate – Yes; Mr. Bridges – Yes; Ms. Ferrantella – Yes; Ms. Murphy – Yes. Mr. Fee recused. Chair Holdgate noted Ms. Baxter will prepare a formal letter.

XI. TOWN MANAGER'S REPORT

Chair Holdgate stated that due to the lateness of the meeting, the Town Manager's Report in its entirety would be continued to the Board's June 2, 2021 meeting.

Town & County of
NANTUCKET, MA

At the Select Board meeting held Wednesday, May 18, 2022 the Board approved the application for a New Seasonal Package Store, Wine and Malt Beverage Liquor License for The Green Market, LLC, Jenny Bence, Manger, for the premises located at 4 India Street, Nantucket, MA 02554. The Board determined that this new liquor license is not detrimental to the spiritual activities of United Methodist Church, 2 Center Street, and St. Mary's Roman Catholic Church, 3 Federal Street, Nantucket, MA 02554. The United Methodist Church and St. Mary's Roman Catholic Church are located within 500 feet of the licensed premises of The Green Market, LLC, Nantucket.

Jason Bridges, Chair

Dawn Hill Holdgate, Vice Chair

Matt Fee

Brooke Mohr

Melissa Murphy

Agenda Item Summary

Agenda Item #	IX. 12.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator; Marina Dzvonik, Events Coordinator

Subject

Public Hearing to consider Public Assembly Permit Application for Nantucket Health Club's Firecracker 5K Run & Walk to be held Monday, July 4, 2022 starting at 7:00 AM; changing race course.

Executive Summary

The race has been held for over 30 years and traditionally begins and ends at the Nantucket Health Club. Due to the increased size and impact of parking, closed streets, etc. on surrounding businesses and residents, the organizers were asked to consider implementing an alternative route to avoid the rotary and Old South Road. For 2022, event organizers are proposing a new race course that will start at the Jetties - Bathing Beach Rd, N Beach St, Easton St, Cliff Rd, Cabot Ln, Grant Av, Lincoln Av, around Lincoln Circle, Grant Av, Nantucket Av, Cliff Rd, Center St, Chester St, Easton St, Hulbert Av, Bathing Beach Rd. Anticipated attendance for the event is 500 participants.

In accordance with Chapter 105, §8 of the Nantucket Town Code, no person or persons shall engage in, participate in, aid, perform at, form or sponsor any public entertainment reasonably expected to attract 250 persons or more, unless a public entertainment permit shall have been obtained from the Select Board. No person or persons shall engage in, participate in, aid, perform at, form or sponsor any organized athletic event, unless a public entertainment permit shall have been obtained from the Select Board.

Staff Recommendation

Staff recommendation is to approve Public Assembly Permit for Firecracker 5K with the following conditions:

- Adequate emergency medical personnel in attendance, as determined by the Fire Chief, shall be provided at applicant's expense;
- Emergency Action Plan for an outdoor events must be submitted for Fire Department Review;
- Adequate Police Details shall be provided at applicant's expense, safety plan and parking plan for the race must be reviewed by NPD;
- Volunteers to be present at all road crossings along the race route;
- A sufficient number of lavatories, including handicap-accessible lavatories, for persons reasonably expected to attend, as determined by the Health Inspector, shall be provided at applicant's expense;
- All debris and litter remaining from the proposed event shall be removed by the event organizers and the area left clean;

- Neighborhood / Public communication is required prior to the event to mitigate issues, minimize impacts, and ensure affected neighbors and businesses are aware of the event. Race organizers should provide adequate notice to the general public and abutters about the race.

Background/Discussion

On April 27, 2016 Select Board held a public hearing to review a Public Assembly Application for Firecracker 5K Race and voted to change the race start time from 8am to 7am and change the date from July 4th to Saturday of July 4th weekend in order to address concerns raised about the impact the race had on traffic in the mid-island area in recent years.

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

Click or tap here to enter text.

Board/Commission Recommendation

N / A

Public Outreach

Legal Notice including the race route was published in May 5th and May 12th Inquirer & Mirror issues.

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

N / A

Attachments

Firecracker 5K Event Plan, Race Course; Special Event Application, Select Board minutes from 04 27 2016 meeting







Firecracker 5K Run & Walk
Monday July 4,2022

LOCATION AND COURSE

7 AM start & finish Jetties Beach parking lot
The course is the same as the Nantucket Triathlon course map attached.

REGISTRATION

Registration is online and on the morning of the race at Jetties Beach parking lot.

SAFETY PLAN

Detail officers as required by the Town would manage the participants and vehicle traffic at the start/finish and on Cliff Road, the intersection of Beach & Easton, and the Coast Guard rotary. Volunteers will also staff these locations.

The detail officers would arrive at 6:00 to manage participants and the general public's safety prior to the start of the race.

I will also meet with Nantucket Fire Department regarding medical emergency support to discuss details of the Nantucket Fire Dept EMT ambulance detail which will be stationed at Jetties Beach to assist with any medical emergencies.

Roads are to remain open to traffic with motorcycle police monitoring participants and traffic on the course. Cliff road will be closed briefly as participants enter Cabot Lane and Exit Nantucket Ave. On course communication is provided by the mobile motorcycle officers.

INSURANCE

Insurance will be provided by USA Track & Field with certificate of insurance provided to the Town.

RACE SUPPORT

We will have experienced volunteers and timers in place to assist with the event.

PARKING

Participants will be handed a flyer stating parking is limited and to walk or bike to the event. The Jetties tennis court parking lot will be avaiable for parking.

SITE PLAN

The race will be staged at the end of bathing beach road where the timing truck, timing mats, blow up finish arch will be located. Bottled water and port-o-johns will be available there as well.

PUBLIC OUTREACH

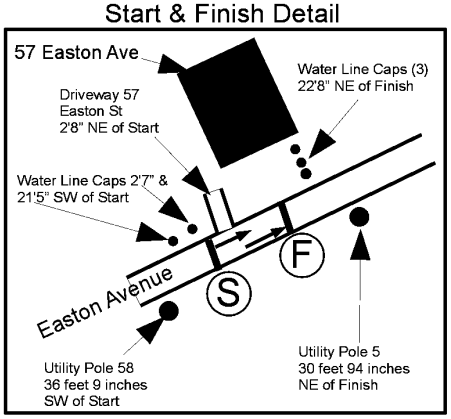
An ad notifying the public the race is taking place will be placed in the I&M the week before the event. On race day signage will be in place to notify the public the event is taking place.

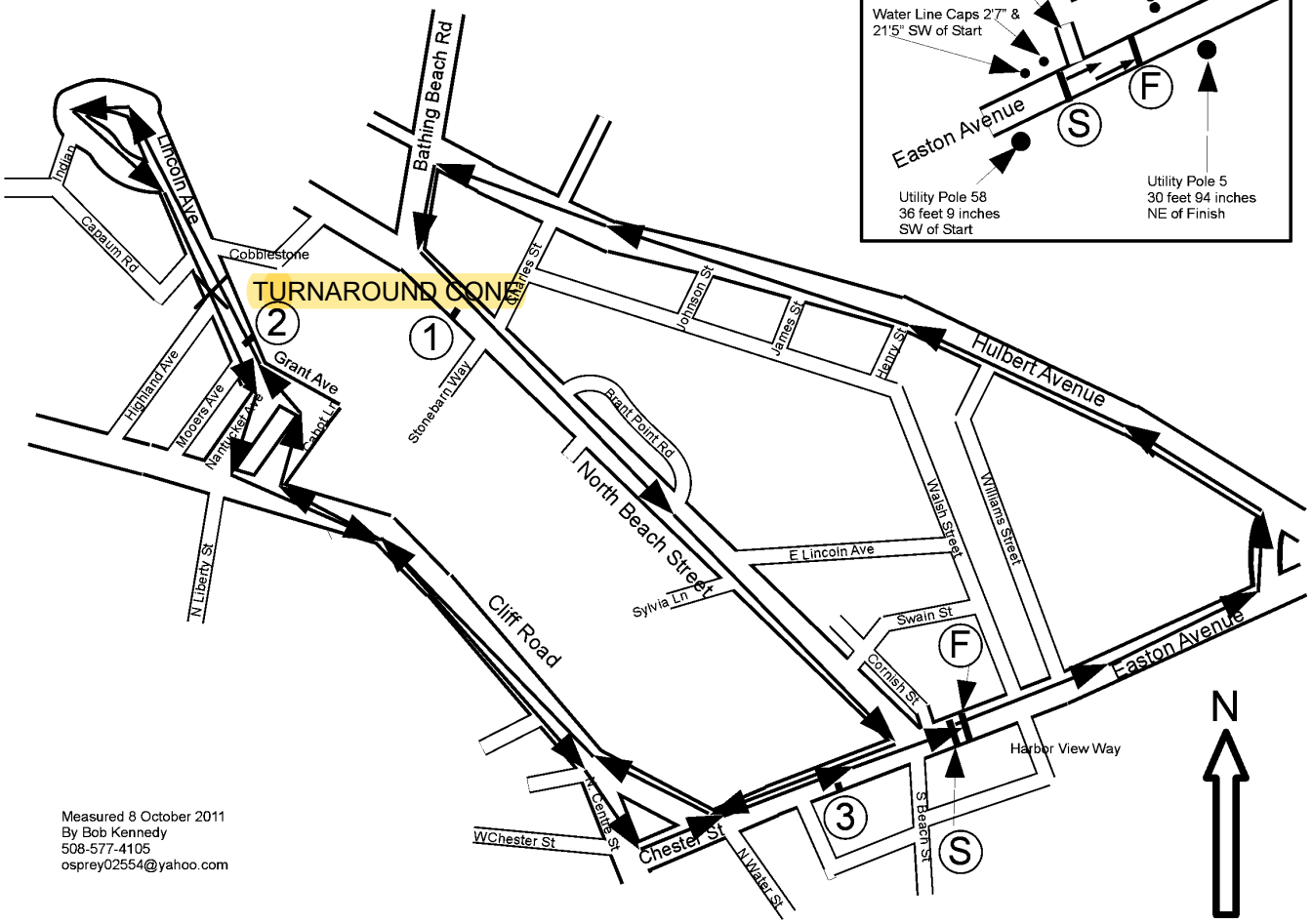
Brant Point Runners 5K
Nantucket, MA

USATF Certification #MA11039JK
Effective 11/26/2011 - 12/31/2021
Drop 0 m/Km, Separation 0.3%

Start/Finish and all mile markers are marked by white paint and P-K nails.
Start: On Easton Street (see start details on map) about 152 ft east northeast of the intersection of North Beach and Easton Streets.
Finish: On Easton Street (see finish details on map) about 195 feet northeast of the intersection of North Beach and Easton Streets.
Mile 1: On south side of North Beach Street 21 feet northwest of storm drain on south side of road and 11 feet southeast of water line caps on side walk.
Mile 2: On north side of Lincoln Avenue in line with utility pole 56-2 and 19 feet northwest of fire hydrant on north side of Lincoln Avenue, near intersection of Mooers Ave and Lincoln Avenue.
Mile 3: On south side of Easton Street, 1 foot west of west edge of driveway to 82 Easton Street, 22 feet 6 inches east northeast of storm drain on south side of Easton Street.

Start & Finish Detail





Measured 8 October 2011
By Bob Kennedy
508-577-4105
osprey02554@yahoo.com

recognized by RRCA

Road Running Technical Council
USA Track & Field
Measurement Certificate

Name of the course: Brant Point Runners 5K — Distance: 5 km

Location (state): MA (city): Nantucket

Type of course: road race ☒ calibration ☐ track ☐ Configuration: complex of loops

Type of surface: paved 100 % dirt ____ % gravel ____ % grass ____ % track ____ %

Elevation (feet above sea level) Start 2 Finish 2 Highest 42 Lowest 2

Straight line distance between start & finish 43 ft. Drop 0 m/km Separation 0.3 %

Measured by (name, address, phone & e-mail) Bob Kennedy, 18 Riverview Rd, Durham NH 03824
phone: 508-577-4105; email: osprey02554@yahoo.com

Race contact (name, address & phone) Bob Laundrey, 25 Liberty Street, Nantucket MA 02554
phone: 508-446-1716; email: robertlaundrycpa@gmail.com

Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐

Number of measurements of entire course: 2 Date(s) when course measured: Oct 7, 2011

Race date: weekly Course certification effective date: Nov 26, 2011

Replaces: ____ (if applicable) Certification code: MA11039JK

Notice to Race Director
Use this Certification Code in ***all*** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If ***any*** changes are made to the course, this certification becomes void, and the course must then be recertified.

Validation of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a validation remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2021

AS NATIONALLY CERTIFIED BY:

Justin Kuo

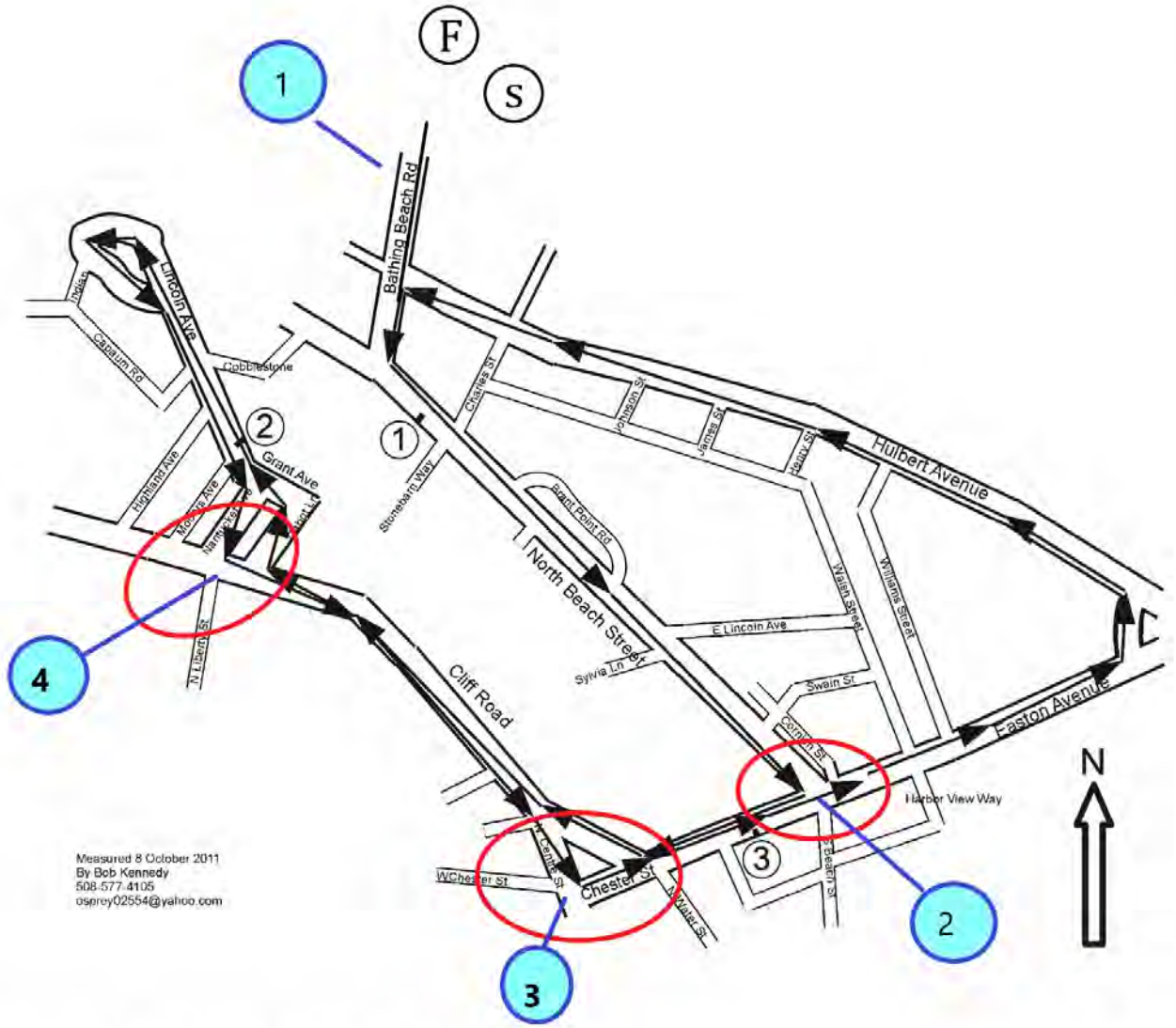
Date: Dec 7, 2011

Justin Kuo • USATF/RRTC National Certifier • 39 Oakland Road, Brookline, MA 02445-6700
Phone: 617-731-9889 • Fax: 617-487-4463 • Email: jkuo@usatfne.org

Police Detail Plan for Firecracker 5k on July 4th, 2022.

Race course: start on Bathing Beach Rd, left on N Beach St, right on Easton St, right on Cliff Rd, right on Cabot Ln, left on Grant Av, continue on Lincoln Av, around Lincoln Circle, Grant Av, right on Nantucket Av, left on Cliff Rd, continue on Center St, left on Chester St, continue on Easton St, left on Hulbert Av, right on Bathing Beach Rd to finish line

Race to start at 7am.



https://www.usatf.org/events/courses/maps/showMap.asp?courseID=MA11039JK

Dzvonik, Marina

From: noreply@civicplus.com
Sent: Tuesday, January 11, 2022 2:04 PM
To: Baxter, Amy; Dzvonik, Marina
Subject: Online Form Submittal: 2022 Special Event Permit Application

2022 Special Event Permit Application

This form is not a permit. Please read this application in full. Completion of this application does not constitute an automatic approval and does not guarantee that a permit will be issued. Event organizers are encouraged not to issue any press releases, advertise, sell tickets, etc. until the necessary approvals and/or permits have been issued. Event organizers are encouraged to include maps, plans and any pertinent supporting documentation with this application. Any event permitting questions can be directed to the Town's Events Coordinator at 508-325-4166.

APPLICANT INFORMATION - REQUIRED

First Name of Primary Contact	Robert
Last Name of Primary Contact	Laundry
Address of Primary Contact	25 LIBERTY ST
Company/Organization of Primary Contact (If Applicable)	Nantucket Health Club
Town/City	NANTUCKET
State	MA
Zip	02554
Email Address	robertlaundrycpa@gmail.com
Phone Number	5084461716
Cell Phone	*Field not completed.*
On-site Contact	Robert Laundry
Cell Phone for On-site Contact	5084461716

Host Organization (If Different from Above)	*Field not completed.*
Host Type	For-Profit
Please Attach 501(c)(3) Documentation	*Field not completed.*

EVENT OVERVIEW - REQUIRED

Event Name	Firecracker 5K Run & Walk
Requested Location of Event	Start/Finish Jetties Beach
Is this Event open to the public?	Yes
Is there an admission / registration fee?	Yes
Date of Event	7/4/2022
Start Time	7 AM
End Time	8 AM
Rain Date	*Field not completed.*

All events must comply with the 10:00 pm Noise Ordinance. Requests for extension past 10:00 pm must be approved by the Select Board

Set-up Date & Time	7/4/2022 5:30 AM
Tear-Down Date & Time	7/4/2022 9:00 AM
MULTIPLE DATE EVENTS	*Field not completed.*
Full Schedule of Events	*Field not completed.*
Est. # of Participants	500
Est. # of Staff	10

Important Notice - Events Over 250
Any event anticipating over 250 participants requires a Public Hearing at a regularly-scheduled Select Board meeting. Public Hearings must be noticed in the Inquirer and Mirror for two consecutive weeks prior to the hearing (at Applicant's expense). Public Hearings may be waived for recurring events. Events anticipating under 250 participants may require a Public Hearing at Town Administration's discretion.

Have You Held This Event On-Island Before?	Yes
If Yes, Where And When?	Nantucket Health Club
Description of Event (Attach additional documents below)	5K (3.1 M) run & walk following the Brant Point Runners course adjusted to start/finish at Jetties Beach parking area.
Event Description (optional)	*Field not completed.*
Course Map	USATF - Certified Course Map BPR.pdf
Event Layout/Diagram	*Field not completed.*
STEP 1: LOCATION - BEACH EVENTS ONLY	
Details regarding allowable activities can be found here	Click for Beach Allowable Activity List
Select Town of Nantucket Beach	*Field not completed.*
Click Here For Beach Ownership Contacts for all Public Beaches	Beach and Ownership Listing
Beach Event Structures	*Field not completed.*
Beach and Endangered Species Protection *Safety of endangered species habitat and beach maintenance are prime concerns for any beach-related activity on the island. Nesting birds, erosion and endangered plants exist throughout the island. Natural Resource approval is required to make sure protection laws are not being violated and proper precautions are being taken.*	
STEP 2: ALCOHOL	
Will Alcohol Be Served?	No
Click Here For Temporary Pouring Permit Regulations for the State of Massachusetts:	Temporary Pouring Permit Guidelines
Alcohol To Be Served	*Field not completed.*

Source of Alcohol/Approved Distributor(s)	N/A
CLICK HERE FOR LIST OF AUTHORIZED SOURCES TO PURCHASE ALCOHOL:	AUTHORIZED SOURCES
STEP 3: ENTERTAINMENT	
Will There Be Entertainment?	No
Will The Entertainment Be Amplified?	*Field not completed.*
Will The Entertainment Be Outside?	*Field not completed.*
Description of Entertainment	*Field not completed.*
STEP 4: STREET AND/OR SIDEWALK BLOCKING	
Will Event Require Any Road Or Sidewalk To Be Blocked Or Closed?	Street
Address Of Blocking	Cliff Road per police dept request
Purpose Of Blocking:	Divert vehicle traffic
STEP 5: TENTS	
Will There Be A Tent Or Other Temporary Structure Erected?	No
Date Tent/Structure To Be Installed	*Field not completed.*
Describe Size/Type of Tent/Structure	*Field not completed.*
Tent Company	*Field not completed.*
STEP 6: FOOD	
Will Food Be Served?	Yes

Name of Caterer/Food Service Provider	Muffins & water
Attach Town of Nantucket Catering License (Optional)	*Field not completed.*

Food Service Providers Must Have A Current Catering License Issued By The Town Of Nantucket. If They Are Not Licensed On Nantucket, They Must Be Approved By The Health Department At Least 14 Days Prior To The Event. Any Event With More Than One (1) Caterer is Required to Apply for One-Day Food Permits for Each Food Service Provider Regardless of License.

# of Restrooms/Portable Toilets Provided	1 portable toilet
Name of Restroom / Portable Toilet Provider	Nantucket Septic

STEP 7: WASTE MANAGEMENT

Effective June 1, 2020, Nantucket's Single-Use Plastics Ban prohibits these single-use petroleum based plastic products from being commercially used, sold or distributed at special events: straws and drink stirrers, six-pack can and bottle flexible yokes, drinking cups and lids, non-compostable plates and eating utensils, drinking water in polyethylene terephthalate (PET or PETE) containers of 1 liter (34 ounces) or less, non-recyclable coffee pods.

Please note, biodegradable packaging is already required under Nantucket's 1990 Biodegradable Packaging Bylaw.	Biodegradable Packaging Bylaw(§ 125-2.1)

HOLD HARMLESS AGREEMENT

In consideration of permission to use the public property, facility or services described herein, the Applicant agrees to save and hold the Town of Nantucket, its agents, servants, and employees harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's guests, employees, subcontractors, and/or other persons. The Applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable), and that the permission is valid only for the activity herein described. Notwithstanding the foregoing, this Hold Harmless Agreement shall be applicable to any claim asserted against the Town of Nantucket, its agents, servants, and employees, and for any loss incurred arising out of the Applicant's activity whether or not such claim or loss extends beyond the permitted type or locale of activity or occurs on a different date than specified. Commercial General Liability is required in the amount of $1,000,000 CSL (combined single limit) with the Town and County of Nantucket added as an additional insured.

SIGNATURE OF APPLICANT Robert H Laundry

Email not displaying correctly? View it in your browser.

2. Approval of Treasury Warrants for April 27, 2016. The treasury warrants for April 27, 2016 were approved by the unanimous consent of the Board.

VII. CITIZEN/DEPARTMENTAL REQUESTS

1. Land Use Specialist: Overview of "Keeping History Above Water" Conference April 10-13, 2016 Providence, RI. Mr. Atherton noted he requested this agenda item as he feels the presentation applies to Nantucket. Housing specialist Holly Backus reviewed an overview of the "Keeping History Above Water" conference she attended and touched on issues such as "super storms"; sea level rise; the importance of towns having a hazard mitigation plan to protect historic resources; and, including conservation and coastal management in a town's master plan. Board members commented on the presentation.

2. Next Level Watersports LLC: Request for License for Kiteboard Business Pursuant to Provisions of Town Code Chapter 137. Ms. Gibson noted that the business license request has been reviewed by Police, the Marine Department, Licensing, Emergency Management and the Harbor and Shellfish Advisory Board, and that a bylaw, §137-20 regarding Water Kiteboarding, was approved at the 2015 Annual Town Meeting which allows this activity in certain areas. Business License inspector Amy Baxter noted that the applicant has followed every condition the Town has put forth, the applicant did its research and she recommends approval of the application. Ms. Baxter answered questions from Board members. Mr. Atherton said he feels there is a possibility of contention between this commercial business and recreational kiteboarders and an issue of "territory". Ms. Baxter said it will be monitored. Applicant Jon Beery said the goal is to work around what is happening in the harbor and not to have conflicts. Ms. Hill Holdgate moved to approve the license for Next Level Watersports LLC; Mr. Atherton seconded. So voted 4-0.

VIII. PUBLIC HEARINGS

1. Public Hearing to Consider Application for New Dealer in Junk, Old Metals and Second Hand Articles License for James Robinson, Inc. at 2 South Beach Street (continued from 20 April 2016). Chairman Kelly reopened the public hearing. Ms. Gibson noted this matter was continued because fingerprints were still being processed. Rafael Osona asked questions regarding junk licenses in general. Police Chief William Pittman noted a Town bylaw which requires sellers of used goods to have a license and said it benefits the public as it requires criteria and reporting instructions, and gives the Police Department the ability to monitor what is being sold to make sure it is not illegal. Mr. Osona asked to be exempted from the requirement as he is already licensed through the state. Chief Pittman said as Mr. Osona has a pending application his matter should not be discussed now. Chairman Kelly closed the public hearing. Mr. Atherton moved to approve the license for James Robinson, Inc., as presented; Ms. Hill Holdgate seconded. So voted 4-0.

2. Public Hearing to Consider Application for Alteration of Premises for Seasonal All-Alcoholic Beverages Restaurant License for Fish in the Spread LLC d/b/a Slip 14, Jonas Baker, Manager, for Premises Located at 14 Old South Wharf (continued from 20 April 2016). Chairman Kelly reopened the public hearing. Ms. Gibson noted this matter was continued due to outstanding paperwork, which is now complete. Applicant Jonas Baker spoke in favor of the application. Chairman Kelly closed the public hearing. Mr. Fee moved to approve the alteration of premises for Slip 14, as presented; Ms. Hill Holdgate seconded. So voted 4-0.

3. Public Hearing to Consider Application for Public Assembly Permit for 2016 Firecracker 5K Event - Saturday, July 2, 2016. Chairman Kelly opened the public hearing. Ms. Baxter noted that last year the Board requested staff to review the number of public assembly events that have grown over the years. She said that has been done and many organizations have made changes to their events and this event was

reviewed especially following changes the Town has made to 4th of July activities for 2016. Ms. Baxter reviewed changes the staff event review group requested from the Firecracker 5K organizers, including changing the date from July 4th to July 2nd; possibly changing the route in order to address issues with parking; and, requesting an event plan similar to that provided by the Nantucket Triathlon. Ms. Baxter said the Town is not trying to stop the race; it is trying to make it better and less problematic with traffic, parking and other issues that have been getting progressively difficult. Firecracker 5K organizer Bob Laundry spoke in favor of the application, noting this will be the 26th year for the event. He added that last year the Police Department increased the number of required detail officers which seems to improve matters; he stated he wasn't aware of any parking issues. Dave Schultz of the Nantucket Health Club, which also organizes the event, noted changing the time of the race to 7:00 AM could affect traffic to morning boats. Mr. Laundry said the race is not a money maker and Holidays for Heroes participates. Chief Pittman said the number of police details will be determined once the race route is determined, adding that an issue is that the race still starts and ends at the same place which will result in parking issues. He said he is in favor of an earlier start time because if the race will be on Saturday, July 2, some businesses may be impacted if there is a later start time. Chief Pittman said he feels the race has outgrown its location and it needs to avoid the Milestone Rotary. Chairman Kelly closed the public hearing. Mr. Fee asked why the event doesn't take place in Tom Nevers where there is plenty of parking. Mr. Laundry said this is a Nantucket Health Club event. He spoke in favor of an earlier start time. Mr. Fee spoke against an alternate route. Ms. Hill Holdgate concurred with Mr. Fee, and spoke in favor of trying an earlier start time. She added that if the race continues to grow a new location will need to be considered. Mr. Fee moved to approve the Firecracker 5K race with the current route and a new 7:00 AM start time on Saturday, July 2, 2016; Ms. Hill Holdgate seconded. So voted 4-0.

4. Public Hearing to Consider Application for New Mobile Food Unit License for Enjoy Kitchen Catering, LLC. Chairman Kelly opened the public hearing. Ms. Gibson recommended that the hearing be continued to May 18, 2016. Ms. Hill Holdgate moved to continue the public hearing to May 18, 2016; Mr. Atherton seconded. So voted 4-0.

IX. TOWN MANAGER'S REPORT

1. FY 2016 Second and Third Quarter Budget Reports: Our Island Home Enterprise Fund; Sewer Enterprise Fund; Solid Waste Enterprise Fund. Ms. Gibson noted that the Board has second and third quarter budget reports in their packets, but only the third quarter will be focused on tonight. Human Services Director/Our Island Home Administrator Rachel Chretien reviewed third quarter revenue and expenses, noting revenues and expenses are on target to date. Mr. Atherton suggested Ms. Chretien work with the Finance Director on "presentation methodology". Ms. Chretien answered questions from Board members, noting Our Island Home had a 90% occupancy rate through the third quarter. Finance Director Brian Turbitt reviewed the third quarter Sewer Enterprise Fund, noting revenues and expenses have increased with revenues tracking as expected but expenses above budget by about $300,000. Mr. Turbitt said that he is projecting rates for FY 2017 as currently structured with no increase in rates for FY 2017. Mr. Turbitt answered questions from Board members. Mr. Turbitt reviewed the third quarter budget for the Solid Waste Enterprise Fund, noting revenues are up slightly but expenses are up by $2 million vs. last year due to increases in municipal solid waste disposal and specifically mixed excavation waste. Mr. Turbitt and Department of Public Works Director Kara Buzanoski answered questions from Board members. Ms. Gibson noted there will be a public hearing on May 18, 2016 for the Board to consider increasing the mixed excavation waste fee. Some discussion followed on concerns for potential waste disposal on public or conservation lands if the rate is increased too much.

Agenda Item Summary

Agenda Item #	IX. 13.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator; Marina Dzvonik, Events Coordinator

Subject

Public Hearing to consider Public Assembly Permit Application for Nantucket Triathlon Club's Half Marathon to be held Sunday, October 9, 2022 starting at 8:00 AM at Bartlett's Farm (changing location and race course).

Executive Summary

Nantucket Half Marathon has been held for over 10 years and traditionally begins and ends at the Nantucket Lighthouse School on Rugged Road. Due to the increased size and impact of parking on residential streets in the area that is densely populated, the race organizers are proposing to move the race to Bartlett's Farm. The proposed course is generally protected from significant vehicular traffic and is an improvement over the 2021 course from a safety perspective. The total registration for the race will be limited to 500 runners.

In accordance with Chapter 105, §8 of the Nantucket Town Code, no person or persons shall engage in, participate in, aid, perform at, form or sponsor any public entertainment reasonably expected to attract 250 persons or more, unless a public entertainment permit shall have been obtained from the Select Board. No person or persons shall engage in, participate in, aid, perform at, form or sponsor any organized athletic event, unless a public entertainment permit shall have been obtained from the Select Board.

Staff Recommendation

Staff recommendation is to approve Public Assembly Permit for Nantucket Half Marathon with the following conditions:

- Adequate emergency medical personnel in attendance, as determined by the Fire Chief, shall be provided at applicant's expense;
- Emergency Action Plan for an outdoor events must be submitted for Fire Department Review;
- Adequate Police Details shall be provided at applicant's expense, safety plan and parking plan for the race must be reviewed by NPD;
- Volunteers to be present at all road crossings along the race route;
- A sufficient number of lavatories, including handicap-accessible lavatories, for persons reasonably expected to attend, as determined by the Health Inspector, shall be provided at applicant's expense;
- All debris and litter remaining from the proposed event shall be removed by the event organizers and the area left clean;

- Neighborhood / Public communication is required prior to the event to mitigate issues, minimize impacts, and ensure affected neighbors and businesses are aware of the event.

Background/Discussion

N /A

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

Nantucket Half Marathon organized by Nantucket Triathlon Club, a non-profit 501 (c)(3), helps to raise funds to support Island Youth Sports and health related needs such as Nantucket Swimming, Youth Mountain Biking Team, Cross Country Team, Swim Across America and STAR. Event also provides opportunity for community involvement, building camaraderie and healthy athletic events for Nantucket's community.

Board/Commission Recommendation

N / A

Public Outreach

Legal Notice including the race route was published in May 5th and May 12th Inquirer & Mirror issues.

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

N / A

Attachments

Nantucket Half Marathon Race Plan including emergency response plan and Covid Plan

Nantucket Half Marathon – 2022

Introduction: Nantucket Half Marathon 2022 will mark the eleventh running of Race. This event is organized by the Nantucket Triathlon Club and is an all-volunteer effort. Nantucket Triathlon Club has been in existence for twelve years and is a non-profit 501 (c) (3). The Club donates the net proceeds from the race to support Island youth sports and health related needs such as Nantucket Swimming, Youth Mountain Biking Team, Cross Country team, Swim Across America and STAR. The Nantucket Triathlon Club also manages the Daffodil 5k in April. The following is the race plan for the 2022 Nantucket Half Marathon.

Race Date: Sunday, October 9, 2022 8:00 am

Location and Course: Bartlett's Farm. The race will have two distances - a 10K (6.21 miles) and a Half Marathon (13.1 mile) format. The race will begin at Bartlett's Farm and run East on Heller's Way to Somerset Road to W. Miacomet Road and then along the beach road to Cisco Beach and return on the Hummock Pond Bike path to Ahab Road and return to Heller's Way to a Bartlett's Farm finish. The course will be a single or a double loop of a 6.21 mile course through the Nantucket Land Bank dirt roads in the Smooth Hummocks. The Half Marathon will feature a second loop. The 10K will be started fifteen minutes after the Half Marathon starts.

Course Map: https://www.mapmyrun.com/routes/view/4800975598



Race Participants: Generally there have been 400 entrants in the Half Marathon. In 2021 we had 200 entrants due to the race getting noticed late and competition from the Boston Marathon which was run on this date due to Covid 19 postponement from the Spring of 2021. Historically, we have run the event from the Nantucket Lighthouse School. We could reasonably expect registration to be between 350-500 runners. We expect the shorter 10K event to attract additional registrants. We would cap overall registration at 500 total runners for both events. Registration is expected to be $85 for the Half Marathon and $60 for the 10K. Participants are given a medal and t-shirt and light breakfast is provided in prepackaged food - fruit – maple water – and power bars.

Proposed Date: Sunday October 9, 2022 – 8:00 am Start Time. Generally the last half marathon runner completes the course in three hours. Most runners complete the course in 1:45- 2:30 hours with the winner traversing the course in 1:20. We would expect the majority of 10 K runners to finish in a little over 1:10-1:20 minutes. We would need access to the site at 5:30 am and expect to have the site cleaned and departure at 12:00 pm. The award ceremony is 10:15 am. We could encourage people to stay longer if we open up a food truck or other way to keep people engaged after the race.

Course Safety: The proposed course is generally protected from significant vehicular traffic and is an improvement over the 2021 course from a safety perspective. We would not need any road closures as we have had in the past. The course is marked with turn signs and mile markers. We have over 50 volunteers and at least twenty volunteers dedicated to monitoring the course for safety and directing the runners on the proper course. The race is professional timed by a timing company. We also plan on getting the course certified by the United States Track and Field Association.

Registration: We expect the 10K option to be very popular addition. Our proposal is to limit registration to 300 for the half marathon distance and 200 for the 10K loop for total runners of 500. We would expect about 450 runners to actually run since we get some attrition. We utilize RunSignUp.com for registration purposes. Bibs are handed out the night before to limit the amount of morning of activity.

Safety Plan and Regulatory Requirements: A Nantucket Police detachment of four officers has been historically retained for the race to assist in safety and traffic concerns. Given the reduced potential for traffic/pedestrian incidents we may not need as many officers. A Paramedic Unit is also retained on race site for any potential medical/emergency purposes. A COVID protocol is developed to govern registration and race operations. A food safety plan is submitted for approval to the Nantucket Board of Health for refreshments/food at conclusion of the race. A police officer and course marshals will be stationed at the end of the course to assure access to Bartlett Farms and protect runners and direct traffic. The race is fully permitted by the Town of Nantucket including the Health Department.

Insurance: The race will be sanctioned by the USA Track and Field Association("USATF"). Through that sanctioning, the Nantucket Triathlon Club, volunteers, race director are covered by a $4 million general liability insurance policy from an A rated carrier for the race. Bartlett Farm's, the Nantucket Land Bank, The Town of Nantucket are named as additional insured on the policy and are issued certificates. We plan on obtaining United States Track and Field certification which sets out certain safety and health precautions.

Race Support: We will have six aid stations fully staffed by volunteers that provide hydration and nutrition support. We will also have a few live music opportunities as well as a DJ for race finish. We can also discuss having food trucks and other offerings from sponsors. The goal would be to have more of a festival experience at the end where people can stay, eat and enjoy the post-race celebration. There will be no alcoholic options although may have non-alcoholic beer available.

Site Requirements- Sanitation/Water/Wi-Fi/Electricity. We will provide eight-ten porta potties at the start and – two on the course. Volunteers will clean the site of all trash at the end of the event. Generally we have very little discarded items to clean up and we meet the requirements of the Town of Nantucket not to use plastic water containers. We would need to use the rubbish bins of Bartletts to clean up. Usually not too much in the way of trash since we use re-usable bottles. We will need access to water for our portable water fountain and use a drinking hose to connect to our water station. We will need access to electrical power for the sound system and timing/start system. WIFI access is also necessary for the timing system. We will have a portable podium and need a space for presentation of awards near the finish line. We will also set up an inflatable arch-finish line with a chute system.

Sponsors/Awards: We had eighteen sponsors this year of local businesses and individuals. Our total expenses run in the $20-25,000 range and we expect to raise between $10-20,000 for charity. We provide a medal and a tee shirt to all finishers and cash/gift certificate awards for category winners. In 2021 we started the David Glidden Fellowship Award to honor David Glidden and to recognize someone who supports fellow runners on Nantucket. We are open to doing promotions.

End of Race Festivities: Generally we have an awards ceremony and folks go home. We would consider something more elaborate such as food concessions and exhibitors space to keep people at the site or just conclude and let folks go home. If Bartlett's Farm wanted to sell food and do other types of store promotions that could be possible but not critical to running the race. We do provide refillable water bottles and have a portable water dispensation system.

Parking: We would need approximately 300 parking spots. We expect to have a volunteer parking leader that would direct a parking volunteer team. The plan is to contain the parking to the Bartlett Farm property. We could also approach Cisco Brewers if they would permit us to park on that site if we needed overflow. We may also consider running a shuttle bus from downtown since we do get a number of runners who come in on the Hyline first boat or stay in downtown hotels.

Approvals Required: Besides the USAT&F sanction there are a number of other approvals required. Bartlett's Farm has approved the plan and is committed to working on details through the year. We will also require approval by the Nantucket Land Bank Commission and the Town of Nantucket Board of Health, Police and Fire Departments.

Advertising and Promotions: Historically, we have relied on social media and radio to promote the race. We may consider an enhanced advertising and branding campaign to increase the appeal of the race. Over 75% of the participants are seasonal or off Island visitors. It has been a good draw for the holiday weekend and gives visitors a health alternative to visiting Nantucket on this weekend. We would hope to open registration in February and have already had inquiries about when registration is going to open. Our mailing list is over 1,000 emails and includes past registrants. The new course will draw interest and being tied to Bartlett's Farm will also increase the appeal of the race.

2022 Nantucket Half Marathon
Emergency Response Plan

The 11th Annual Nantucket Half Marathon starts promptly at 8 am on Sunday, October 9, 2022. The course will be extensively signed and all potential hazards marked the morning of the race by 6:30 am. The Start/Finish area will be closed to traffic using barricades, cones and a uniformed police officer will be stationed at the closure point which will be on Land Bank property. The two loop course will run on quiet residential streets and dirt roads through Nantucket Land Bank property. We have a one loop course distance for those who do not want to run the entire Half Marathon. We employ four police officers to control traffic on course. One is a motorcycle unit that will lead the front pack and then patrol the course after the leaders finish. Additionally, we will have one volunteer on a mountain bike following the last runner on the course at all times. The other officers will have police cruisers and will be stationed at the busiest intersections to stop traffic as runners approach. The remainder of the course will be staffed with competent adult volunteers at every corner/turn/ intersection and who will be equipped with communication devices – both cell phones and radios. The race registration will be limited to a total of 500 runners combined for both distances and much of the course traverses either bike paths or rural back roads with little to no traffic. The Nantucket Land Bank has reviewed the plans and approved the event since most of the race will be over their roads.

One officer will be stationed at the start/finish area for the entirety of the event. An ambulance with 3 fire department details (paramedics will be on the team) will be stationed at the start/finish area for the duration of the event. There is a race director and all marshals and aid stations have his cell phone number in event of a problem on the course.

We will have 5 aid stations and one at the start/finish line. These stations will have adequate water and Gatorade for all participants, as well as first aid supplies. Post-race food will be in a grab and go format.

All of our safety related planning has been developed in close collaboration with local government, police and fire. We have extensive communication leading up to the race to ensure that all parties are prepared adequately for race day.

2022 Nantucket Half Marathon COVID Plan

SARS-Cov-2 (Covid 19) Mitigation

Nantucket Triathlon Club submitted to the Town of Nantucket various applications regarding street closure and health plans. The entire event is conducted outdoors and we expect our number of runners to be less (less than 500 runners). There is no specific Covid Mitigation Plans required for the race but we are ensuring that all of the following protocols and procedures be in place.

- Outdoor check-in. Hand sanitizer and clean pens will be available. We will also provide a cup in which to place used pens until they can be cleaned. We will have sanitizer wipes for that purpose.
- If the Nantucket Triathlon learns that any runner, volunteer, spectator or any other involved party tests positive for Covid-19, we shall notify the Nantucket Board of Health promptly and follow their guidance. Our registration process will allow for full contact tracing.
- No unregistered runners will be allowed to participate.
- Although masks are no longer required in Massachusetts, we will have a supply of disposable masks available for those who desire one.
- Post race refreshments will include only prepackaged food in a grab and go bag and our water station is self-serve with refillable bottles provided. These plans have been reviewed and approved by the Town of Nantucket health officials.
- Nantucket Triathlon Club will monitor and implement any municipal, state, and CDC protocols in place leading up to and at the event

****

Covid mitigation/protection plan statement will be sent to all participants. Also we will ask that those who are not vaccinated wear a mask until the start of the race and that social distancing be maintained by all participants.

Event management has checked with town officials in which the race is being conducted, and there are no special or specific Covid mitigation plans required for conduct of road or cross-country races. The event management team will apply basic Covid mitigation hygiene procedures, and monitor and implement any municipal, state, and CDC protocols in place leading up to and at the event.

Agenda Item Summary

Agenda Item #	IX. 14.
Date	5/18/2022

Staff

Amy Baxter, Licensing Administrator; Marina Dzvonik, Events Coordinator

Subject

Public Hearing to consider the Public Assembly Permit Application for Nantucket Cottage Hospital's Boston Pops Concert on Nantucket to be held on Saturday, August 13th 2022 at the Jetties Beach, at 4 Bathing Beach Rd.

Executive Summary

The Boston Pops on Nantucket concert has been the hospital's signature fundraiser since 1997 and is held annually on Jetties Beach. The fundraiser directly supports NCH's nonprofit healthcare operations on the island and is a critical source of the hospital's financial support. Due to significant changes in the plan of Boston Pops for 2022 and in order to address Town's concerns with staffing and safety, a public hearing has been scheduled to review a Public Assembly Permit for Boston Pops Concert.
As in previous years, Nantucket Cottage Hospital is asking for a waiver from the Town Noise Bylaw to allow an event to continue until 10:30 pm.

In accordance with Chapter 105, §8 of the Nantucket Town Code, no person or persons shall engage in, participate in, aid, perform at, form or sponsor any public entertainment reasonably expected to attract 250 persons or more, unless a public entertainment permit shall have been obtained from the Select Board.

Staff Recommendation

An applicant has been really responsive in addressing all the concerns raised by the Town officials and community and submitted a detailed Safety and Security plan which includes detailed maps, incorporated into the plan.

Staff recommends approval of the Public Assembly Permit based on the conditions that event organizers will continue working with Town Departments on finalizing outstanding details and plans to ensure the safety and security of all participants attending the 2022 Boston Pops for Nantucket fundraiser.
All event activities will be coordinated with public safety officials in the jurisdiction, including those representing the Nantucket Police Department (NPD), the Nantucket Fire Department, the U.S. Coast Guard, etc.

Background/Discussion

Over the past few years, many of the island's large-scale events have grown larger than the resources needed to manage them and often pose unnecessary risks, and become unmanageable from a public safety perspective. On August 10th, 2021 the Select Board held a workshop discussing large-scale events and their impact on public safety and the community. In response to these discussions, Town and Public

Safety staff are working with event managers and organizations to develop a way forward that allow for these activities to continue in a safe manner without adverse impact upon the public health, safety and order and without placing a burden on Town resources.

On February 2nd, 2022 during the Select Board meeting, Licensing provided an update on the planning for 2022 Boston Pops Concert including all the Public safety and security changes proposed for 2022 event.

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

N / A

Board/Commission Recommendation

N / A

Public Outreach

Legal Notice was published in May 5th and May 12th Inquirer & Mirror issues

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

N / A

Attachments

Boston Pops on Nantucket Safety and Security Plan, Detailed Maps, Street Blocking Requests, Noise Waiver Request, COD accessibility requirements

Safety & Security Plan for Nantucket Cottage Hospital's Annual Boston Pops on Nantucket August 13, 2022 - Jetties Beach





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PURPOSE

This Safety and Security plan outlines Nantucket Cottage Hospital's (NCH) and its hired affiliates' approach and roles to safeguard people and the community during the 2022 *Boston Pops on Nantucket* concert on Jetties Beach on August 13, 2022.

Background

After a two-year hiatus because of COVID-19, Nantucket Cottage Hospital's (NCH) *Boston Pops on Nantucket* returns to the island on August 13, 2022. The fundraiser, which began in 1997 and is held annually on Jetties Beach, directly supports NCH's nonprofit healthcare operations on the island and is a critical source of the hospital's financial support. The event features the Boston Pops Esplanade Orchestra accompanied by a special musical guest. The event consists of general admission attendees and a reserve section of tables and theater style seating.



Jetties Beach Site Description

Jetties Beach (located at 4 Bathing Beach Road, Nantucket, MA) is one of Nantucket's most popular public beaches and is located right outside of town on the North Shore. The beach's primary access point is at the end of Bathing Beach Road.



OVERVIEW AND CONCEPT OF SAFETY AND SECURITY OPERATIONS

The popularity of the *Boston Pops on Nantucket* event has led to measured suggestions for improvements and ideas from a variety of stakeholders.

This safety and security plan reflects the growth and maturity of the event as well as the input from stakeholders in emergency management, law enforcement, the Select Board, and residents.

Summary of Safety and Security Enhancements for 2022

As the *Boston Pops on Nantucket* event re-appears in 2022, the safety and security landscape for outdoor concerts and events everywhere has changed. This safety and security plan reflects the realities of holding any publicly attended event in 2022. As such, it incorporates lessons learned and best practices from the entertainment and security sectors.

As important as the national and international security lessons are, the local lessons are even more important. This plan reflects the expressed concerns from the community, town officials, residents, and guests. These concerns have been learned through public meetings, discussions, and after-action reviews.

The plan has listed voiced concerns, and considerable time, effort, energy, and money has gone into outlining and fielding safety and security mitigations that will help the *Boston Pops on Nantucket* event meet the expectations of all the community residents and stakeholders.

Below are some of the improvements Nantucket Cottage Hospital has made for the 2022 *Boston Pops on Nantucket* event.

Fireworks. In response to feedback received from Nantucket Fire Department, Nantucket Cottage Hospital has decided not to seek a fireworks permit for the 2022 event. This was not an easy decision as their appearance along with the "1812 Overture" is an anticipated performance highlight, and all attendees appreciate their inclusion. We continue to seek alternatives.

Event Operations Center/Mobile Command Post. The centerpiece of the 2022 safety and security plan is full utilization of the Nantucket police department's existing operational control capabilities, via their fielded Mobile Command Post (MCP). This year, a member of the productions team, event security, event medical services and others will all be physically collocated within the MCP. This will enhance communications, situational awareness, and greatly speed the time to decision for any safety or security events. This change also reflects concert best practices and lessons learned nationwide.

Enhanced security role and presence. The unarmed, private security force will increase in both size and responsibility for the 2022 *Boston Pops on Nantucket* event. A security force supervisor will also be collocated in the Mobile Command Post for improved situational awareness, reporting and incident management resolution. The security force will also be present and working throughout the entirety of the event to ensure ready support and public safety. Additionally, NCH will continue to incur the cost of the public safety overtime and additional staffing.

Communications. Both internal and external communications plans have been fully developed and included. Primarily, it will ensure immediate contact between event promoters, first

responders, town officials and other stakeholders. For external audiences and event attendees, robust electronic communication lines will be used with event attendees to broadcast essential information prior to, and during the event.

Improved main entrance. This entrance will serve as the ticketing verification and admission site. The ticketing process has been greatly enhanced using electronic enhancements to ensure that attendance is limited to pre-established thresholds. For the first time, the main entrance to the event will also conduct stadium style open bag checks to prevent the introduction of weapons into the event. These non-intrusive, non-contact checks will not impede entrance into the event and will be conducted at the same time as ticketing verification. As the focal point for both entrance and departures for event attendees, this entrance is a notable improvement from years past.

Ingress and egress. The use of contraflow for vehicles, and dedicated walking lanes that are separate from vehicles will enhance both the safety and flow of people who are arriving and departing the event. The use of jersey barriers and distinct walking, driving, and parking areas are planned. Also, increased use of lighting in walking, parking, and driving areas will significantly improve safety and visibility.

Rehearsals and Coordination Drills. Nantucket Cottage Hospital is offering to host a tabletop exercise for all safety and security stakeholders leading up to the *Boston Pops on Nantucket* event in 2022. The purpose of this tabletop exercise will be to practice communications, responses, and roles. This will enhance readiness, preparation, and coordination

Expressed Concerns by Local Stakeholders During Town Large-Scale Event Workshop (August 10, 2021)	
Concern	**Mitigation**
Lack of Emergency Response Plan	Emergency Response Plan drafted and coordinated.
Firework location safety	Researching alternative entertainment.
Lack of Evacuation Plans	Evacuation plan drafted and coordinated.
Vehicle traffic flow	Coordinated and drafted a vehicle control plan.
Gala Parking along pedestrian ingress and egress	Created pedestrian lanes using concrete barriers to separate vehicle and pedestrian traffic.
Police Department Staff Shortage	Increased event security presence, State Police augmentation, reduced attendance.
No security bag checks conducted	Bag check policy drafted and coordinated.
Alcohol Consumption	No on-site alcohol in General Admissions section.

Expressed Concerns by Town Officials on November 10, 2021	
Concern	**Mitigation**
Lighting of Egress Routes	Adding portable lights to Bathing Beach Rd.
No previously expressed ingress and egress plans	Ingress and egress plan drafted and coordinated.
Access to crowd in an emergency	Adding additional matting for pathways and access by first responders.
Alcohol consumption at the concert post party	Beer wine and champagne only, and event ending at 10:30 PM with “last call” at 10:15 PM.

Too many event attendees	Reduced attendance by 1,000 people (%). Using electronic ticketing measures for better attendance tracking. (1,500 Gala Guests, 4,000 General Admissions Guests.)
Tables and large tarps being brought into venue	Tarps larger than 8x8 feet have been added to the list of prohibited items.
Lack of event security staffing at conclusion of concert	Arranged for security at all four phases of the event and permit duration.
Poor communication amongst stakeholders during event	Drafted coordinated and published a communications plan, including staffing for the Mobile Command Post and Event Coordination Center.
Inadequate medical Tent Staffing	Contracting with a private EMS provider Coastal Medical Transportation Services to replace former medical tent staffed by NCH ER volunteers. NFD will be on standby for support.

Orientation



The above map is the central overview of the Pops event. It depicts the safety and security features and enhancements that have been incorporated into the 2022 plan.

Phases

The 2022 *Boston Pops on Nantucket* safety and security plan will be executed in three phases. All three phases are tied to the event permit's opening and closing times to ensure complete safety and security coverage for the duration of the permitted event. Phase 1 will be from the permit's opening on August 12th through 12:00 PM on Saturday, August 13th. Phase 2 will occur from 12:00 PM until 9:30 PM and Phase 3 will occur from 9:30 PM until approximately midnight on August 13th.

The person in charge of the buildout and production for this event is Jon Rosbrook. Jon will be on the island and available at 617-797-7178.

DATES: Permit August 12-13, 2022
Event: Saturday, August 13, 2022, 4:00 p.m. – 10:30 p.m.
LOCATION: Jetties Beach, Nantucket, MA 02554
EXPECTED ATTENDANCE: 5,500 people (1,500 Gala guests, and 4,000 General Admission guests)
Law Enforcement Officers: TBD by NPD
Contracted Uniformed Security Guards: 75
Contracted Medical personnel: 7

Phase One (5:30 AM Friday August 12 through 11:30 AM Saturday August 13)
This phase will commence on Friday August 12, 2022, at approximately 5:30 AM and will end at 12:00 PM on Saturday, August 13, 2022. This coincides with the permit that allows for control of the Jetties beach area and signals the closure of the public beach to allow for set up and preparation.

The overall purpose of this phase is event set up, preparation, and coordination. To ensure the safe inflow of people and equipment, a perimeter will be established as outlined in the map below. This perimeter will stay in place for the duration of the permit. It will safeguard both people and equipment by restricting access.

Access will be limited to those with a working relationship to the event and the main entrance people will determine and verify access to all people and vehicles. Those seeking access via any control points will be challenged, verified, and then granted access as required.

Law enforcement, safety and security resources, authority and control during this phase is the Nantucket Police Department.

One of the first facilities that will be established will be the event operations center. This will be located separate from the Nantucket Police Department's Mobile Command Post; however, a production supervisor will be located within the Mobile Command Post during the event and will have communication with the operational control center. The event control center is the production operational hub for all phases and will be set up backstage in the Sandbar. It will have communications through individual mobile phones for the supporting element leaders as well as land mobile radio communications via the standard radios that will be used by the supporting element leaders.

Phase Two (SATURDAY AUGUST 13, 2022, FROM 11:30 AM UNTIL 9:30 PM)
This phase will commence at 11:30 a.m. with the deployment of unarmed private security personnel. It will end when the concert concludes at 9:30 p.m.

Major safety and security features of this phase include Fully operational and staffed Mobile Command Post and event operations center, deployed security force at 11:30 a.m. and an additional deployment at 3:00 p.m.

Chris Glowacki will be the main point of contact and authority from the Nantucket Cottage Hospital Foundation. Jon Rosbrook has primary oversight over the production team. The Nantucket Police retain all law enforcement authority and jurisdiction. The security force Supervisor is on site to manage their team.

Phase Three (SATURDAY AUGUST 13, 2022, FROM 9:30 PM UNTIL 12:00 AM)
This phase will begin at the conclusion of the concert at 9:30 p.m. and will continue until midnight. Private contracted security will remain in place during this phase to ensure orderly departures for general admission guests and provide a safe and secure environment for Gala guests attending the post party.

A private security detail will also remain in place to secure the post event party.

SAFETY & SECURITY SCHEDULE FOR SATURDAY AUGUST 13, 2022, FROM 9:30 p.m. to 12 a.m.:

- 9:20 PM – Gala post party
- 10:15 PM – "Last Call"
- 10:30 PM – Gala conclusion
- 10:30 PM – Load out and retrograde begins
- 12 PM – Private Security Offsite - No Overnight Security.

Threat

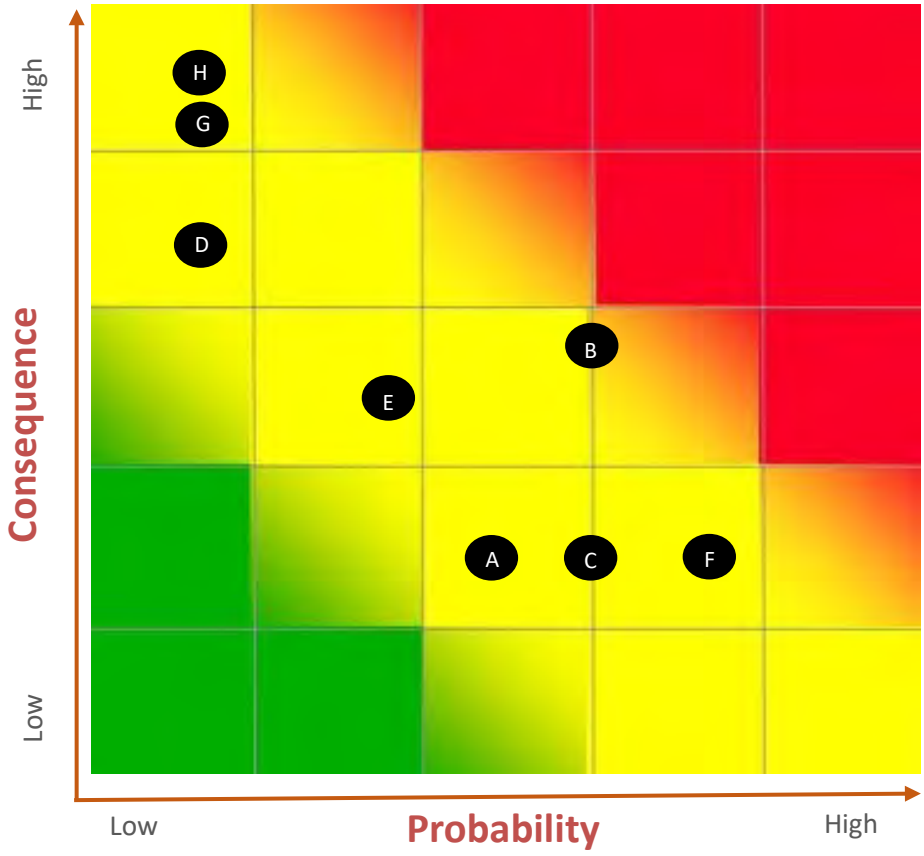
The Pops event has historically been a calm and incident free community highlight for many years. Sadly, events like this on several continents have still encountered unexpected security events.

To increase preparedness and resilience for the *Boston Pops on Nantucket* concert, rigorous evaluation has been conducted by evaluating all exposure areas through a lens of threat, vulnerability, and consequence. Predictable and identifiable threats are balanced against both probability and consequence. Resources have been allotted and deliberate planning conducted to mitigate actual, perceived, or evolving threats.

A risk matrix is used to identify and evaluate potential threats or to consider threats that have happened against similar events (other outdoor concerts for example).

The risk matrix depicts threats based on probability and consequence. This depiction assists the process of prioritizing safety and security recommendations for the next steps to address these threats and enhance overall safety and security. Some threats include:

A.) Weather
B.) Medical Emergency
C.) Criminal Conduct
D.) Crowd Surge
E.) Vehicle Accident
F.) Disorderly Behavior
G.) Active Shooter
H.) Bomb



Vulnerability and consequences of these threats are determined before developing mitigations and other reasonable efforts to reduce threat exposure. That assures realistic, cost effective and risk appropriate security measures.

COMMUNICATION

Internal

Nantucket Police Department will establish a unified command center which will be housed in their Mobile Command Post (MCP) which will be located in front of the tennis court office. Agencies/entities present within the MPC will include the following: the Nantucket Police and Fire Departments, Massachusetts State Police, the Event EMT Supervisor, and an Aegis Security Supervisor.

There will be an Aegis Security Supervisor stationed in the MCP. The Aegis Security Supervisor will have a two-way radio for communication with the event security team. Additionally, there will be Aegis Security Supervisors throughout the venue who will have a two-way radio to be used to communicate with other Aegis Security Supervisors and the Aegis Security Supervisor located in the MCP. Each Aegis Supervisor will be assigned to a zone(s) and will be responsible for identifying any incidents or emergencies to the Aegis Security Supervisor located in the MCP. Aegis Security Guards in each zone will communicate in person with the Aegis Security Supervisor

designated for their security zone. If any security guard cannot communicate with the MCP using a two-way radio, they are instructed to use a cell phone to contact the MCP.

Each party located in the MCP will additionally have a two-way radio for communication with their team throughout the event.

Radio Delegation

Preliminary two-way radio assignment sheet – final version with names and frequencies – will be provided 30 days prior to event.

Radio #	Name/Department	Frequency
1	Jon Rosbrook	
2	Donna Hamelin	
3	Crew Chief	
4	MSR	
5	Lighting Lead	
6	Sound Lead	
7	Video Lead	
8	Colby	
9	Brett Vollmuth	
10	Colin McDonough	
11	Event Planners/Caterers	
12	Event Planners/Caterers	
13	Event Planners/Caterers	
14	Event Planners/Caterers	
15	Event Planners/Caterers	
16	Event Planners/Caterers	
17	Event Planners/Caterers	
18	Event Planners/Caterers	
19	Aegis	
20	Aegis	
21	Aegis	
22	Aegis	
23	Aegis	
24	Aegis	
25	Aegis	
26	Aegis	
27	Aegis	
28	Aegis	
29	Aegis	
30	Aegis	
31	Aegis	
32	Aegis	

External

Nantucket Cottage Hospital will have an assigned event communications director for the *Boston Pops on Nantucket* fundraiser. The event communications director will be responsible for issuing statements and information about the event to include any public safety announcements.

Primary communication with the guests during the event will occur via the three jumbotrons and loudspeakers installed adjacent to the event stage and in front of the general admissions section. Sound checks will take place prior to the event to ensure that all equipment is functioning, and that audio-visual quality is sufficient. Example scripts for public safety announcements have been provided in the next section.

Nantucket Cottage Hospital will also issue public statements using various electronic communication tools. NCH will advertise this event in the months leading up to the event to ensure maximum outreach.

Public Safety Announcement Examples

If an evacuation of this event becomes necessary, either due to weather concerns or other safety and security concerns, the stakeholders in the MCP will communicate to the guests, staff, and volunteers specific instructions both visually and audibly. Below are examples.

Emergency Evacuation Message Script: *Ladies and Gentlemen, may I have your attention please. There is an ongoing situation that requires us to evacuate the beach. We ask that you quickly gather only essential personal belongings and calmly exit the beach. There are three exit points along the beach, two along the beachfront to your right and left and the main entrance on Bathing Beach Road. We ask that you proceed to the nearest exit at this time. For guests in need of assistance we ask that you notify security who will help you safely exit the venue.*

Non-Emergency Evacuation Message Script: *Ladies and Gentlemen, may I have your attention please. There is a non-emergency situation that requires us to evacuate the beach. We ask that you gather all personal belongings quickly and calmly exit the beach. We ask that you exit through the main gate where you originally entered the venue. For guests in need of assistance we ask that you notify security who will help you safely exit the venue.*

In addition to this messaging, an evacuation diagram will be displayed on the video screen in addition to being posted throughout the venue for quick reference by guests, staff, and volunteers. An example evacuation map can be found below under Evacuations.

Media

Event personnel and security shall NOT offer any information, nor answer any questions from the media. All media shall be referred to the event communications director, who will be responsible for coordinating appropriate responses and issuing public statements to the media.

COVID-19 POLICY

The Nantucket Cottage Hospital will comply with all Commonwealth of Massachusetts laws and policies with respect to COVID-19.

INGRESS AND EGRESS

Bathing Beach Road serves as the primary ingress and egress route for this venue. There are two additional points of egress along the beach, at Emergency Beach Location #38c and #40. Additionally, Emergency Beach Location #40 is vehicle accessible in the case of an emergency. Beach egress routes are only recommended in the case of an emergency evacuation and not suitable for primary egress at the conclusion of the event. Adequate lighting will be installed

along Bathing Beach Road to provide visibility while attendees exit the event at the end of the night.

Ingress

The primary ingress route for pedestrians remains the intersection of Bathing Beach Road and Hulbert Avenue (main entrance). Attendees will have to provide proof of a purchased ticket at this intersection before entering the venue. Gala attendees will check in with an NCH volunteer at the westernmost side of the intersection on the tennis courts side. General admissions attendees will check in with event security on the opposite side of that intersection (east side of Bathing Beach Road). Entry will be allowed via vehicles until 6:00 PM. Entry will be one way up until 6:00 PM to avoid traffic congestion. After 6:00 PM, no vehicles will be allowed to enter past security checkpoints.

Egress

There are 3 egress routes at this venue. The first is the primary ingress path on Bathing Beach Road that will act as an exit at the end of the event, and the other two are located along the beach and are only to be used during an emergency evacuation. At 6:00 PM, vehicles will only be allowed to drive one way towards the exit, to avoid traffic congestion and potential accidents. Jersey barriers will remain in place to protect pedestrians leaving the concert venue.

Jersey Barriers and Blocking Vehicles

To prevent incidents where vehicles have the ability to strike large crowds, we will add Jersey barriers to assist in the prevention of intentional or unintentional bodily harm caused by a vehicle striking a crowd.

The exact location of Jersey barriers will be determined by NPD and Jon Rosbrook – map to follow.

Staffed blocking vehicles have also been put in place at either end of the beach leading to both Jefferson Avenue and Clark Street. Additionally, a blocking vehicle will be stationed on the dirt road off the intersection of Bathing Beach Road and Hulbert Avenue heading towards the Gala tent. Blocking vehicles will be staffed, allowing them to be moved in the event of an emergency.

Evacuations

In the event of an emergency, Jetties Beach has 2 locations that are vehicle accessible (Emergency beach location #39 and #40) and 2 other beach accesses that are meant for pedestrians only (Emergency beach location #38C and #41).

Emergency beach location #39 can be accessed through the main entrance on Bathing Beach Road. Emergency beach location #40 can be accessed off Jefferson Road. Emergency beach location #38C off Charles Street., as well as emergency beach location #40 and #39 can be used for evacuations. Of note, emergency beach location #39 and #40 are connected to main roads and can be used for access by emergency vehicles.

vEmergency Evacuation Routes



PARKING

Limited parking is available for people attending the Gala portion of the event to include the Gala guests requiring ADA accessible spaces. Cars with a Pink parking pass will park along Hulbert Avenue between the intersection of Bathing Beach Road and Hulbert Avenue up to Charles Street. Cars with an Orange parking pass will park along N. Beach Street from Charles Street towards the intersection of Bathing Beach Road and N. Beach Street. Additionally, Cars with an Orange parking passes will be provided parking options on Bathing Beach Road up to the intersection of Bathing Beach Road and Hulbert Avenue. Cars with Orange parking passes will also be allowed to park on Jefferson Avenue between the intersection of North Beach Street and Bathing Beach Road to Pawguvet Lane and Jefferson Street. Cars with a Lime Green parking pass will park along westbound N. Beach Street starting at Charles Street to Brant Point Road.

Parking is 'directional only,' valet is not provided. The process is overseen by two supervisors and eight staff from Valet Park of America plus seasoned volunteers. The individuals check that the guests have the correct parking pass and direct them to their designated parking spot.

Additionally, Gala guests who require ADA-accessible parking will be offered a space at 75 Hulbert Avenue. Transportation will be available via passenger golfcart, or similar, to shuttle people from the parking to the venue. Transportation must be pre-arranged by calling the Nantucket Cottage Hospital Foundation at (508) 825-8250.

General Admissions guests who require ADA assistance, must pre-arrange transportation by calling the Nantucket Cottage Hospital Foundation at (508) 825-8250.



SECURITY OVERVIEW

Security Force Deployment Plan

Mission

In order to support Nantucket's public safety authorities and ensure general public safety prior to, during, and immediately following *the Boston Pops on Nantucket* fundraiser, Nantucket Cottage Hospital (NCH) will contract through Aegis Security for private security assistance. This security force will be charged with assisting with access control, crowd management, providing a safe and secure environment for all guests, staff, and volunteers. In response to town concerns, this year's security provider will be contracted through the duration of all fundraiser events, and a security detail will remain on-site until the conclusion of the event.

Additionally, the NCH plans to contract with the Massachusetts State Police to provide assistance above and beyond what the Nantucket Police Department is able to provide for this event. A request will be made for the use of a State Police K-9 Team and Explosive Ordnance Team to be on site to sweep the site and address suspicious packages on the day of the event. The staffing

numbers and function of the additional State Troopers will be determined by the Chief of the Nantucket Police Department at a later date.

Overview

The private security provider will supply approximately 75 unarmed, uniformed security guards. The provider will be responsible for the following duties:

1. Scheduling personnel for fixed and roving positions.
2. Patrolling the event area, beach, dunes, and parking areas.
3. Facilitating Access Control - Ensuring only ticketed people enter the event.
4. Conducting no touch bag searches.
5. Inspecting gates during the event's operational hours.
6. Periodic checks of locations and equipment such as lighting that require locks or are flammable.
7. Determining that all vehicles entering the area have proper credentials and/or authorization.
8. Securing the venue during all three phases.
9. Assisting the guest's departure at the end of the event.
10. Ensuring walking paths remain clear throughout the event.

Security supervisors will be provided with portable two-way radios to communicate with the security officers as well as the MCP. Security guards will be instructed to report any incidents to their supervisors, who will communicate directly with the MCP. Every security guard will be dressed in T-shirts that clearly designate them as event security; additionally, all event security staff will be provided with high visibility safety vests to complement their private uniforms to enhance visibility and ensure easy identification.

Security Zones

The event site will be divided into ten security zones, including:

- Mobile Command Post/Operations Center ("Zone 1")
- Main Entrance ("Zone 2")
- Gala Tent ("Zone 3")
- Event Stage and Gala Seating ("Zone 4")
- ADA Section ("Zone 5")
- General Admission Front ("Zone 6")
- General Admission Back ("Zone 7")
- Beach Access 1 ("Zone 8")
- Beach Access 2 ("Zone 9")
- Beach Access 3 ("Zone 10")

Force Structure

Aegis Security will provide 63 guards and 12 supervisors for this event. The security detail will be divided into two shifts. The first shift (32 people) will arrive on site at 11:30 a.m., the second shift (43 people) will be deployed at 3:00 p.m. A copy of The Deploy Plan is below. The six supervisors on each shift will be assigned coverage of specific zone(s) and instructed to rove as necessary. These assignments are as follows:

- Supervisor A: Zone 1
- Supervisor B: Zone 2
- Supervisor C: Zone 3
- Supervisor D: Zone 4
- Supervisor E: Zones 5, 9, and 10
- Supervisor F: Zones 6, 7, and 8

Execution

Actions taken as part of this security force deployment plan will be divided into and executed across three separate phases – Phase One (Arrival), Phase Two (Main Event), and Phase Three (After-Party and Event Conclusion).

Phase One: Arrival

Transit: Event security will be instructed to depart on the appropriate ferry from Hyannis to Nantucket depending on their assigned shift on the morning of August 13. Security staff will immediately transit to the event site upon arrival on Nantucket.

Staging Area: Upon arrival, each security shift will assemble in the parking lot at the end of Bathing Beach Road and report to the overall security supervisor and Event Producer Jon Rosbrook to confirm arrival, staffing plan, and subsequent security deployments.

Phase Two: Main Event

Zone Assignments and Deployment:

- Zone 1 - Mobile Command Post: 1 Security Supervisor will be assigned to Zone 1. They are responsible for managing communication between the various security personnel and relaying any pertinent information to the other members within the MCP. Additionally, they are responsible for communicating any shared information necessary to ensure the safety and security of the event.
- Zone 2 - Main Entrance: Security guards will be assigned to Zone 2, and they will be tasked with ticket verification, **conducting no-touch open-view bag checks for prohibited items**, and overseeing the orderly arrival and departure of guests along Bathing Beach Road. A list of prohibited and restricted item list is below. The majority of the security officers who were assigned to conduct bag checks will be reassigned to other zones at the completion of the check-in process. A number of security officers will be retained at the main entrance bag check location to assist late arrivals.
    - *Prohibited Items:*
    - Alcoholic beverages of any kind
    - Glass bottles
    - Beach umbrellas including canopies and shade structures
    - Bicycles inside the concert (free parking is available near entrance at Bathing Beach Road
    - Cordoning off your chairs with tape/rope
    - Drones or any other remote flying device

- Firearms, explosives, and weapons of any kind (including pocketknives, pepper spray, fireworks, etc.)
- Tarps larger than 8x8 feet
- Pets (except service animals)
- Any other items deemed as a possible threat to the safety of other guests

- Zone 3 - Gala Tent: Security guards will be assigned to Zone 3 and will be tasked with ticket verification and the proper distribution of wrist bands dependent on the age of the guests. They are also responsible for maintaining crowd control, and the orderly ingress and egress of guests to and from this location.
- Zone 4 - Gala Seating and Stage: Security guards will be assigned to Zone 4 and will be tasked with ensuring security of Gala attendees as well as that of performers, stage production staff, and equipment.
- Zone 5 - ADA Seating: 1 Security supervisor will be assigned to Zone 5. S/he will be responsible for monitoring that section, reporting to the Mobile Command Post in the event of a medical or other emergency Additionally, this supervisor will oversee the security guards responsible for monitoring the beach access Zones 9 and 10.
- Zones 6, 7 - General Admission: The security guards will be assigned to Zones 6 and 7 will be responsible for crowd management duties, monitoring the crowd for inappropriate or suspicious activity, and reporting any disruptions or emergencies to law enforcement.
- Zones 8, 9, 10 - Beach Access 1 – 3: The security guards assigned to zone 8, 9, and 10 will be responsible for managing access control and communicating any unusual activity in the beach/dune area just outside of the event perimeter. Additionally, they are responsible for assisting with h crowd management in the General Admission area.

A small contingent of security guards will be held in reserve to act as a force multiplier in response to any emerging event.

The remaining security staff will be divided among the other security zones. The numbers of guards assigned to those areas may vary throughout the day and will depend on need.

Phase Three: After-Party and Event Conclusion

Departure of General Admissions Guests: 18 Aegis Security personnel wearing high visibility vests and carrying flashlights will be positioned by the exit off the beach and along Bathing Beach Road to manage the orderly departure of GA guests.

After-Party: A security detail comprised of 10 guards will be assigned to provide security at the Gala after-party.

Departure: Nantucket Cottage Hospital is working to charter a ferry in order to organize a late-night departure for event security departing the island. NCH will be responsible for reserving overnight accommodation for any staff unable to depart the island that night.

Security Incident Reporting

In any security, safety, or emergency situation, the following protocols shall be followed:

1. Security personnel who witness the incident shall immediately radio to the MCP with clear and concise information including location, number of people involved, description of the individual(s) and size of area involved.
2. The MCP will determine the appropriate response and decide what agencies need to be notified.
3. The overall security supervisor will alert other posts if necessary.
4. Event security will cooperate with emergency officials and follow their instructions as they arrive in response to any emergency dispatch.

Security Personnel Timing

11:30 a.m. – Aegis Security (32 personnel) on-site. 20 are allocated to Main Entrance

3:00 p.m. – Aegis Security (additional 43 personnel) on-site

4:00 p.m. – Gates Open

5:00 - 6:15 p.m. – Cocktail Party

7:00 - 9:00 p.m. – Concert

Until 10:30 p.m. – 18 Aegis personnel remain to facilitate orderly exit from General Admission

9:00 - 10:30 p.m. – Dessert/Dancing

Until midnight – 10 Aegis personnel remain in the Dessert/Dancing Tent

*A full production schedule for the event will be provided 30 days prior.

AEGIS
PROTECTION GROUP

April 4, 2022

DRAFT FOR DISCUSSION PURPOSES & REVIEW
CONFIDETIAL & PROPRIETARY

Chris Glowacki
Nantucket Cottage Hospital
Boston Pops on Nantucket

Boston Pops on Nantucket 2022
Scope of Services Document

Per your request, for planning and discussion purposes we've identified potential position assignments for crowd management and unarmed private security functions that follow the Zones 1 - 10 Draft Security Plan 2022 prepared for Nantucket Cottage Hospital.

ZONE 1 - Mobile Command Post	Manage communication between various security personnel and relaying pertinent information to other members within the MCP.
Mobile Command Post	
ZONE 2 - Main Entrance	Manage queue of early arriving ticket holders to minimize disruption. Conduct "no-touch, open-view bag checks" for prohibited items. Scan tickets using client-supplied and supported technology.
Queue Management	
"Touchless" Bag Search	
Ticket Check/Scan	
ZONE 3 - Gala Tent	Access control utilizing event credential system limiting access to the tent area to authorized staff and invitees. Issue wristbands to adults who wish to carry alcoholic beverages, requesting ID from those who appear under 30. Monitor and report breaches of the ban on underage alcohol possession observed during preshow cocktail party and after show desert/dancing.
Rear/Parking Lot	
Credential Check	
Wristbanding	
Patrol	
Zone 4 - Gala Seating & Stage	Access control utilizing event credential system to limit access to production-related and VIP areas to authorized staff, performers and special VIP guests.
Dressing Rooms	
Orchestra Tent Area	
Stage Left	
Stage Right	
Gala Seating Perimeter/Corners	

Aegis Protection Group, Inc.
858 Worcester Road, PO Box 2288 Framingham, MA 01703
Voice: 508.370.0700 Fax: 508.370.0765

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Zone 5 - ADA Seating	Monitor activity in the ADA section, reporting to command post in the event of emergency.
ADA / Command Center Liaison	
Zones 6, 7 – General Admission	Assist ingress flow of paid guests along the established access aisles to their designated viewing areas until capacities are reached. Assist volunteer ushers to regulate access to reserved viewing areas. Observe and monitor the audience for inappropriate or suspicious activity, and reporting any disruptions or emergencies to law enforcement.
Boardwalk	
Cross Aisle 1	
Mixer	
Cross Aisle 2	
Zones 8, 9, 10 - Beach Access	Patrol event space perimeter to prevent people from entering from the beach or the dunes.
House Right Perimeter	
House Left Perimeter	
Beach Right Perimeter	
Beach Left Perimeter	
"Reserve Force Multiplier"	Contingent of security staff available to act as a force multiplier depending on need. Could be combined group of dedicated and/or redeployed staff from other completed positions.

Please let me know if you have any more questions or requests.

Very truly yours,

Edward D. Holston
Edward Holston
Aegis Protection Group, Inc.

Enclosure

Aegis Protection Group, Inc.
858 Worcester Road, PO Box 2288 Framingham, MA 01703
Voice: 508.370.0700 Fax: 508.370.0765

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4/4/22 APG ACK Hospital Staff Deploy Plan 2022.xlsx ACK Pops 2022 B

DRAFT - DISCUSSION PURPOSES ONLY

	EARLY	INGRESS	EVENT	EGRESS	POST
ZONE 1 - Mobile Command Post					
Mobile Command Post	1	1	1	1	
ZONE 2 - Main Entrance					
Queue Management	12	6	4		
"Touchless" Bag Search	4	8	8		
Ticket Check/Scan	2	6	6		
ZONE 3 - Gala Tent					
Rear/Parking Lot	2	2	2		
Credential Check	2	5	4	6	6
Wristbanding		4	2		
Roam	1	3	2	4	4
Zone 4 - Gala Seating & Stage					
Dressing Rooms	3	3	3	2	
Ochestra Tent Area	1	1	1	1	
Stage Left	1	2	2	1	
Stage Right	1	2	2	1	
Gala Table/ Friends Seating Aisle		2	2	1	
Zone 5 - ADA Seating					
ADA / Command Center Liaison		1	1	1	
Zones 6, 7 - General Admission					
Boardwalk	2	6	6	6	
Cross Aisle 1		5	5	1	
Mixer		3	3	1	
Cross Asile 2		5	5	1	
Zones 8, 9, 10 - Beach Access					
House Right Perimeter		3	3		
House Left Perimeter		3	3		
Beach Right Perimeter		2	2		
Beach Left Perimeter		2	2		
"Reserve Force Multiplier"		REDEPLOY	6	1	
TOTAL	**32**	**75**	**75**	**28**	**10**
SUPERVISORS	**12**	**12**	**12**	**12**	**4**
STAFF	**20**	**63**	**63**	**16**	**6**
Transport Constraints					
Arrive Island	32	43			
Depart Island			-47	-18	-10

Aegis Protection Group, Inc.
858 Worcester Road, PO Box 2288 Framingham, MA 01703
Voice: 508.370.0700 Fax: 508.370.0765

First Amendment Activity/Disruptive Behavior

Event programming may be disrupted by hecklers or demonstrators seeking to use the visibility of the Boston Pops event to express their views. Additionally, disorderly individuals may become disruptive and will be asked to leave the venue. If disorderly behavior is observed and reported event management will instruct security staff to escort the individual(s) out of the event site. If the individual(s) are non-compliant and/or refuse to depart when asked by event security, notify NPD via the MCP to request assistance. The NCH will act as the complainant if the individual(s) are taken into custody.

Access Control

One of the primary functions of event security will be facilitating access control and ensuring by validating event site credentials and overseeing ticketing at the main entrance. These functions are broken out in detail below.

Credentialing

Credential Access Boards will be hung in distinct locations around the event to denote wristband/laminate credentials permitted through certain gates and permitted into certain areas and buildings. Event security supervisors will ensure that all security personnel staffing at an access point are in full understanding of the credential types that are allowed/not allowed access.

Staff: All staff/volunteers are provided with a uniform (Pops on Nantucket T-shirt) for easy identification. All event staff employed by the production company are given a lanyard identifying them as crew. These credentials are required to be visible at all times. Additionally, every event security guard is wearing the same T-shirt signifying them as security.

Vendors: The *Boston Pops on Nantucket* uses two catering companies. Both companies are required to provide the Social Event Producer with a list of all personnel. This list will be given to NCH volunteers at the check-in at the intersection of Bathing Beach Road and Hulbert Avenue Upon check in, catering staff will be issued a wristband. Additionally, vendors are given appropriate parking and drop off passes depending on their services.

Ticketing

All general admission tickets will be sold exclusively through Eventbrite, an online ticketing platform. Electronic tickets will be accepted via smartphone or printed confirmation email. Aegis Security staff will scan tickets with scanners equipped with LTE service that do not require WiFi to function. All attendees will be checked in on Bathing Beach Road.

Gala Seating Attendees: Attendees who have purchased a table or a theater style seat will check in at the intersection of Bathing Beach Road (West Side) and Hulbert Avenue with an NCH Volunteer. Following the ticket check, attendees will be directed to the cocktail party tent. All attendees with reserved seating will be provided with a wristband upon entry. Attendees that appear 30 years of age or younger will have IDs checked. Different colored wristbands will be issued to attendees of drinking age (21+), and to those that are underaged. Security will conduct a visual bag check alongside ID checks for Gala attendees.

General Admission Attendees: NCH will strongly discourage General Admission guests from lining up in advance of gates opening at 4:00 p.m. This will be done through advertising, social media communications and community outreach. Given the long history of patrons arriving early, we expect some will continue to do so. Aegis Security have been briefed on this and will be in place to manage the situation.

20 private security staff have been designated to the Main Entrance. They will be in place beginning at 11:30 a.m. on Saturday. Their roles will be to manage the queue, conduct 'touchless bag searches' through two designated lanes and scan tickets.

General Admission attendees will check in with event security at the intersection of Bathing Beach Road (East Side) and Hulbert Avenue. The bike racks that proceed along the east side of Bathing Beach Road will be extended roughly 50 feet onto Hulbert Avenue and bag check stations will be set up along Hulbert Avenue. Portapottties will be in place on Bathing Beach and additional trash cans in place to dispose of any alcohol found during bag searches. Once a bag check is conducted, security will tag that bag to display that it has been checked.

ANNEX A: CONTACT INFORMATION

Event Production

Jon Rosbrook	617-797-7178	Performance Event Producer
Aisling Glynn	508-367-0293	Social Event Producer

Nantucket Cottage Hospital

Chris Glowacki	508-228-1087	Coordinator

Event Security

Ed Holston	617-233-7440	Aegis Security

Nantucket Public Safety Contacts

Emergency	**911**	
Mobile Command Post	TBD	
Chief William Pittman	508-228-1212	Nantucket Police Department
Lt. Angus Macvicar	508-325-4100 ext. 5179	Nantucket Police Department
Chief Stephen Murphy	508-228-2324 ext. 8	Nantucket Fire Department
Deputy Chief	508-228-2324 ext. 4	Nantucket Fire Department

Hospital

Nantucket Cottage Hospital
57 Prospect Street
Nantucket, MA
E/R 508–825-8165

ANNEX B: PUBLIC SAFETY STAKEHOLDERS

Nantucket Cottage Hospital is committed to ensuring the safety and security of all participants attending the 2022 Boston Pops for Nantucket fundraiser. Event activities will be coordinated with public safety officials in the jurisdiction, including those representing the Nantucket Police Department (NPD), the Nantucket Fire Department, the U.S. Coast Guard, and others.

Police Department

The Nantucket Police Department (NPD) has local jurisdiction over this venue. The Nantucket Cottage Hospital will contract with NPD to provide a detail to assist with security for this venue both on land and on the water (Harbor Master). Their services have been requested in order to ensure compliance with all local laws and to assist in the event of an emergency. Nantucket Cottage Hospital is prepared to offer transportation and accommodations for State Police assistance should the Police Department require additional manpower.

Fire Department

The Nantucket Fire Department (NFD) has local jurisdiction over this venue. The Nantucket Fire Department will provide oversight for fire/life safety at this event and will assist in providing medical transportation if the contracted EMS teams are occupied or overwhelmed in the event of an emergency incident.

EMT / First Aid

NCH will contract with Coastal Medical Transportation Services to provide on-site Advanced Life Support and emergency medical services to include transport to the hospital for the guests and event staff. An EMS survey is available upon request. A medical tent will be fully staffed and supplied with ALS equipment. This tent will be located adjacent to the stage near the entrance to the general admission seating area.

U.S. Coast Guard

The U.S. Coast Guard will be present in the bay. With the fireworks being moved onto a barge this year, boat traffic will be restricted at Jetties Beach. The U.S. Coast Guard will work with the Harbor Police to establish a security zone.

ANNEX C: EVACUATION MAP



ANNEX D: PROHIBITED ITEMS LIST

Guests and their belongings are subject to search upon entry or re-entry. The following items will not be allowed inside the venue. Guests carrying these items will be asked to surrender these items prior to entry into the venue.

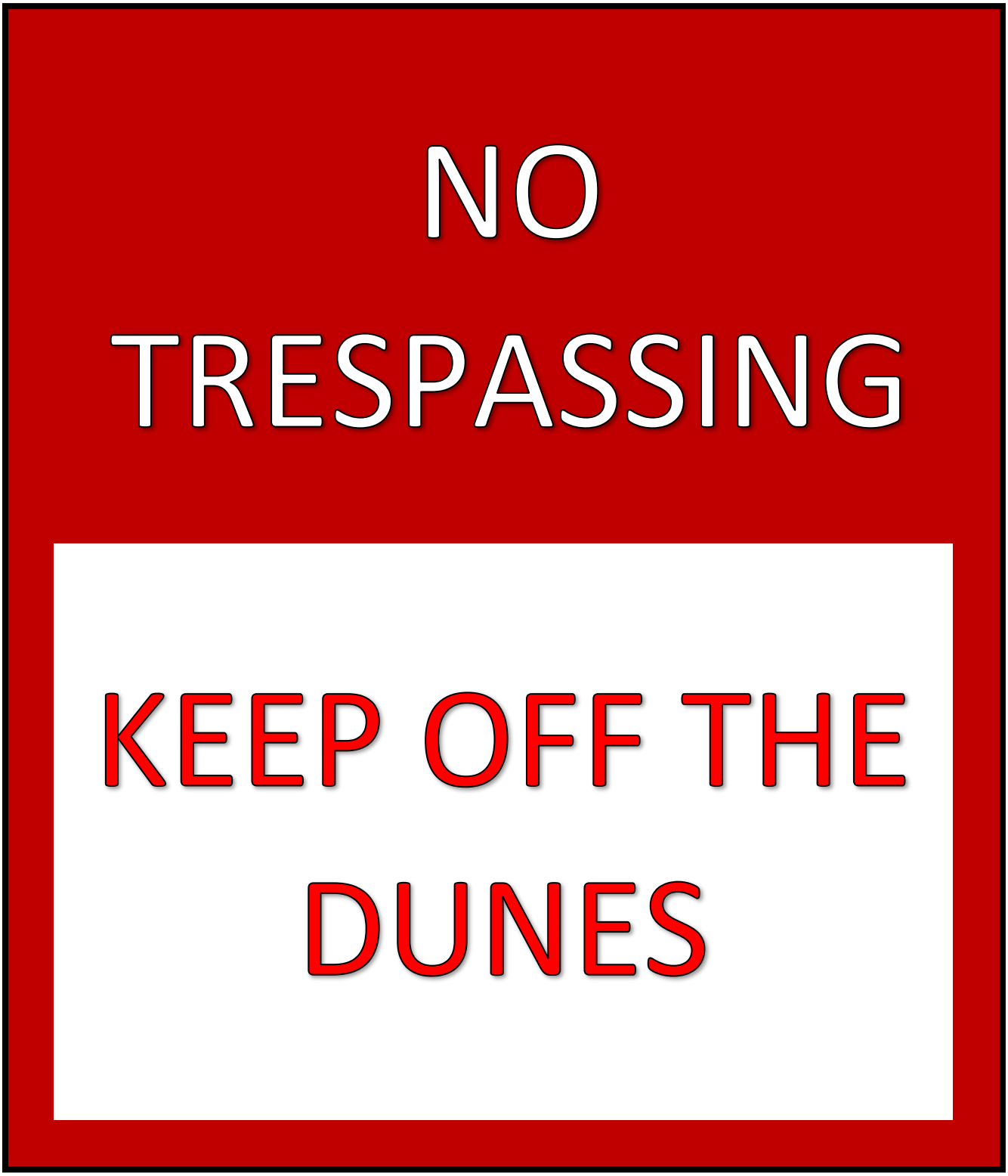
- Alcoholic beverages of any kind
- Glass bottles
- Beach umbrellas including canopies and shade structures
- Bicycles inside the concert (free parking is available near entrance at Bathing Beach Road
- Cordoning off your chairs with tape/rope
- Drones or any other remote flying device
- Firearms, explosives, and weapons of any kind (including pocketknives, pepper spray, fireworks, etc)
- Tarps larger than 8x8 feet
- Pets (except service animals)

Any other items deemed as a possible threat to the safety of other guests

*This list is subject to change.

ANNEX E: OTHER SIGNAGE

Keep off the Dunes



No Parking



ANNEX F: WEATHER PLAN

Any number of severe weather conditions may develop which could impact the event and endanger the safety of attendees and staff. NCH will assign a weather watcher for this event. The weather watcher will monitor weather conditions, assess and notify the MCP of potential impacts to the event, and advise the MCP on event delays, cancellations, and evacuations, if necessary.

NCH has provided protocols for handling severe weather scenarios below, including:

- Severe Thunderstorm/Lightning
- High Winds
- Tornado
- Excessive Waves/Rip Currents

Severe Thunderstorm/Lightning

The weather watcher will notify the MCP if a severe thunderstorm watch and/or warning is issued for the local area. The watcher will assess the direction and speed of the storm and advise the Operations Center of any potential impacts as well as the expected duration of the watch/warning.

If the weather watcher determines that an organized weather system (e.g., a storm cell, squall, etc.) is moving towards the event site, the MCP will inform staff and attendees and instruct staff to begin evacuation procedures.

If lightning is detected within 12 miles of the event site, the MCP will advise public safety officials, staff, and performers of a potential event delay and evacuation. If lightning is detected within 8 miles of the event site, the MCP will suspend event programming, inform attendees of the deteriorating weather conditions, and instruct event security to assist guests in evacuating in an orderly fashion.

High Winds

The weather watcher will alert the MCP if wind gusts are expected to reach or exceed at least 25 miles per hour.

If wind gusts reach between 25 and 40 miles per hour, the MCP will take the following actions:

- Notify staff and guests of high wind conditions and request that beachgoers secure their personal belongings (especially chairs, beach umbrellas, and other items that could become a dangerous projectile).
- Clear attendees away from any tent structures. If winds exceed 35 miles per hour, all tents should be taken down.
- Instruct production staff to secure the stage and take down any suspended equipment. Any working personnel in high or elevated positions should be instructed to come down for their personal safety.

If wind gusts exceed 40 miles per hour, event programming will be suspended until the weather event has ended and the MCP has determined that the event can proceed safely.

Tornado

The weather watcher will communicate any issued tornado watches and warnings to the MCP immediately. If a tornado warning is issued, the MCP will initiate procedures detailed under "High Winds" and begin orderly evacuations.

Excessive Waves/Rip Currents

High tide on August 13, 2022, is expected to be at 2:04 PM with low tide at 7:34 PM. The weather watcher will monitor surf height as well as the risk of dangerous rip currents and notify the Operations Center of any potential impacts. If notified of dangerous surf conditions, the Operations Center will communicate this information to attendees via the public address system and request that beachgoers refrain from entering the water.

In the event of potential beach inundation, the MCP will monitor the situation and decide prior to the event as to whether the event can proceed or should be cancelled.

ANNEX G: FIRE PLAN

The Nantucket Fire Department is on standby to provide firefighting services in case a fire breaks out on site. Fires may be caused by electrical or equipment failure, illegal activity (e.g., arson), accidental fireworks detonation, an explosion involving an improvised device, or a variety of other reasons. **EVENT STAFF SHOULD NOT ATTEMPT TO FIGHT THE FIRE UNLESS THE FIRE IS SMALL AND THE RESPONDING PERSONNEL ARE QUALIFIED TO DO SO.**

In the event of a fire emergency, event staff should:

1. Report the fire to the MCP. Provide the following information:
    A. The location of the fire
    B. Any known injuries caused by the fire
    C. Any details about the cause of the fire
    D. Your name and phone number from which you are calling
2. The MCP will dispatch security personnel to cordon off the area to prevent entry and ensure the safety of guests and other event staff
3. The designated security supervisor will assist the Fire Department personnel in securing the site.
4. Event staff will assist attendees in evacuating if necessary and as directed by the MCP.

ANNEX H: MEDICAL PLAN

Medical teams are on-site and ready to respond in the event of a medical emergency. NCH has contracted EMT-provider Coastal Medical Transportation Services (CMTS) to ensure that first aid kits and other medical supplies are clearly marked and available at the medical tent located at the entrance to the beach.

Ambulance transport and medical care will be coordinated through CMTS.

If a medical intervention is necessary, please follow the following instructions:

1. Contact the MCP and notify them of the emergency. Provide the following information:
   A. The nature of medical emergency
   B. The location of the emergency
   C. Your name and phone number from which you are calling
2. The MCP will notify CMTS and will dispatch a medical team and security staff to secure the area and render medical treatment.
3. Stay with the victim until help arrives. Do not move the victim unless absolutely necessary.

The following staff are trained in CPR and First Aid to provide the required assistance prior to the arrival of professional medical help:

Name: _____ Phone:_____

Name: _____ Phone:_____

ANNEX I: BOMB THREAT PLAN

Bomb threats will most commonly be received via phone. All Security Supervisors and NCH event management will have a copy of the DHS Bomb Threat Checklist in case of the event a threat is made in person or via phone. When a threat is recorded it should be reported to Unified Command so that NCH's event management team and the event security provider in addition to law enforcement can respond appropriately. The following procedures should be followed to collect as much information as possible about the possible threat:

- Remain calm.
- Notify authorities and supervision immediately.
    - Refer to the DHS Bomb Threat Checklist below for more guidance.
- Be available for interview with a supervisor and law enforcement.

If a threat is made via phone:

- Keep the caller on the line as long as possible, make sure to show interest in an effort to keep them on the phone.
    - DO NOT HANG UP, even if the caller does.
- Make sure to alert the authorities as soon as possible while remaining on the phone with the caller.
- Write down as much information as you can. A detailed list of information can be found below on the DHS Bomb Threat Checklist.
- If possible, record the call.

Following the receival of a bomb threat the security provider will conduct a preliminary scene survey to identify any:

- Unattended packages
- Suspicious items
- Suspicious behavior
- Items that appear out of place.

Should anything suspicious be identified:

- Do not touch any suspicious items.
- Move away from the item and do not allow anyone else to get near it.
- Once at a safe distance, report the items to law enforcement immediately.
- The event security provider and NCH event management will conduct a partial evacuation of the area.
- Staff should maintain a security perimeter at a safe distance around the suspicious item and hold until law enforcement can respond.
- Await further instructions from law enforcement.

Similar to a bomb threat, if any telephonic threat is made the caller should make every attempt to keep the caller on the line and collect as much detail as possible. Information that should be collected includes:

- Type of threat being made
- Name of caller
- Motivations
- How many people are involved
- Where the threat will take place
- Any details that can indicate when the threat will occur

The DHS Bomb Threat Checklist can be used for guidance on collecting the necessary information regardless of the type of threat made.



BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

Refer to your local bomb threat emergency response plan for evacuation criteria

DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

WHO TO CONTACT (Select One)

- **911**
- **Follow your local guidelines**

For more information about this form contact the Office for Bombing Prevention at: OBP@cisa.dhs.gov

CYBERSECURITY & INFRASTRUCTURE SECURITY AGENCY — CISA

V2

BOMB THREAT CHECKLIST

DATE: **TIME:**

TIME CALLER HUNG UP: **PHONE NUMBER WHERE CALL RECEIVED:**

Ask Caller:

- Where is the bomb located? (building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

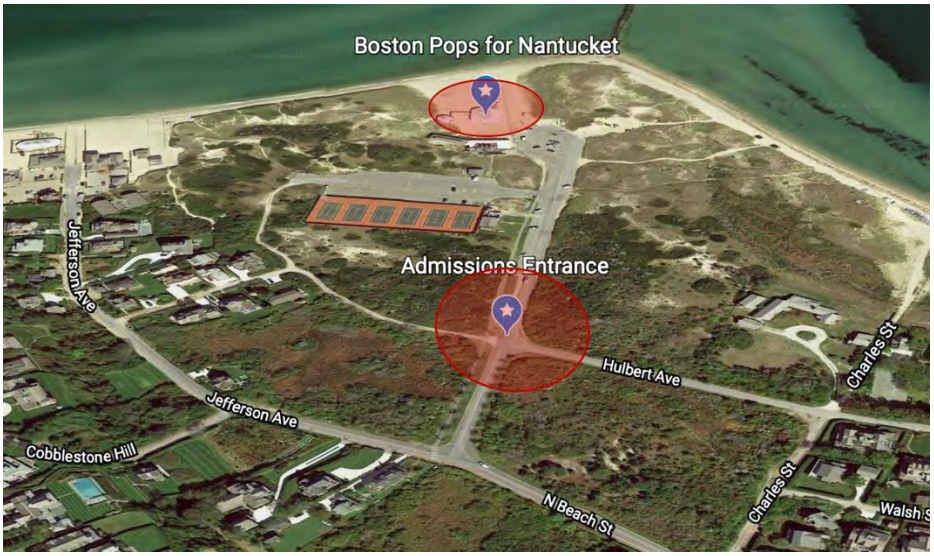
Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
☐ **Female**	☐ Animal noises	☐ Incoherent
☐ **Male**	☐ House noises	☐ Message read
☐ Accent	☐ Kitchen noises	☐ Taped message
☐ Angry	☐ Street noises	☐ Irrational
☐ Calm	☐ Booth	☐ Profane
☐ Clearing throat	☐ PA system	☐ Well-spoken
☐ Coughing	☐ Conversation	
☐ Cracking Voice	☐ Music	
☐ Crying	☐ Motor	
☐ Deep	☐ Clear	
☐ Deep breathing	☐ Static	
☐ Disguised	☐ Office machinery	
☐ Distinct	☐ Factory machinery	
☐ Excited	☐ Local	
☐ Laughter	☐ Long distance	
☐ Lisp		
☐ Loud	**Other Information:**	
☐ Nasal		
☐ Normal		
☐ Ragged		
☐ Rapid		
☐ Raspy		
☐ Slow		
☐ Slurred		
☐ Soft		
☐ Stutter		

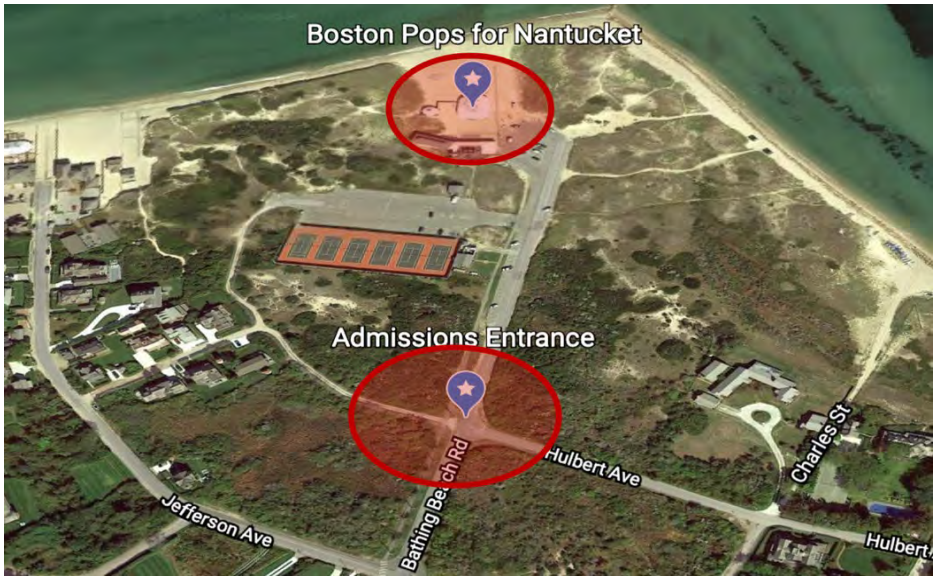
In the event of an explosion, there are two spots where you can assume an explosion would take place at an event like this. The first is at the admissions entrance at the intersection of Hulbert Ave and Bathing Beach Road. This point could be targeted by an individual with an explosive such as a backpack bomb and would typically be a 50lb explosive. This point could also be targeted by a vehicle IED which can range from a 500lb to 1,000lb explosive. The second target would be within the venue, on Jetties beach. The beach could be targeted by an individual with an explosive. Below we have outlined the immediate evacuation radius for each situation.



20lb Explosive – on the beach and at the admissions entrance.

110ft: immediate evacuation radius

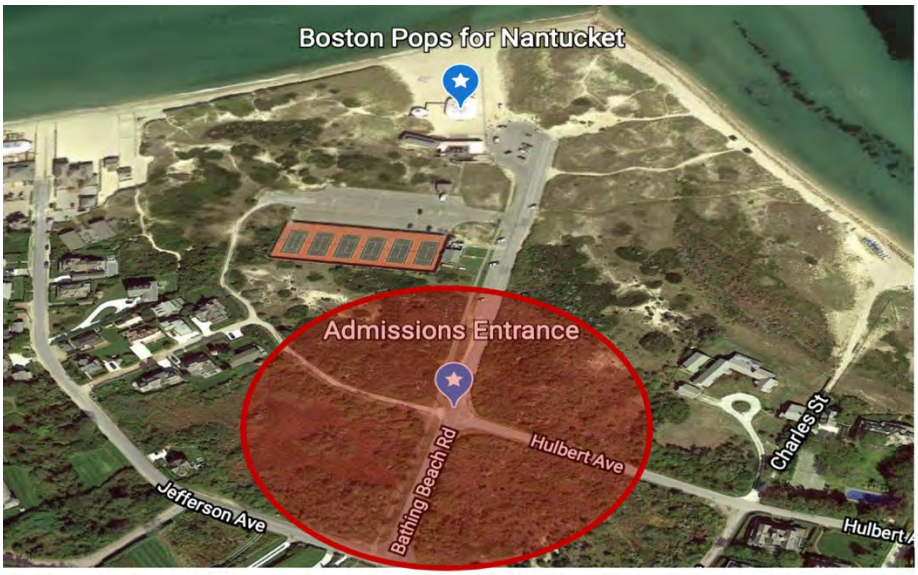
1,700ft: Shelter in place radius. The shelter in place radius extends well beyond the venue and map purview.



50lb Explosive – on the beach and at the admissions entrance.

150ft: immediate evacuation radius

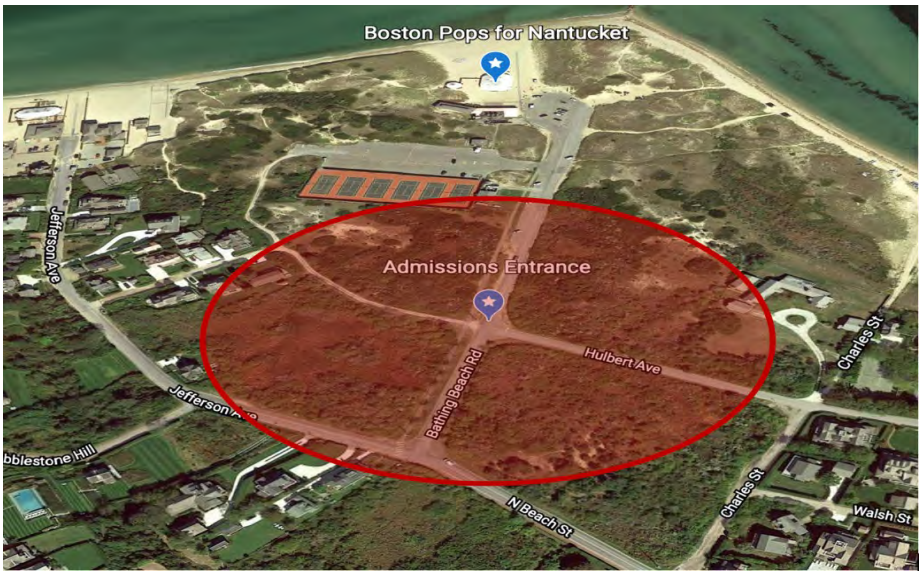
1,850ft: Shelter in place radius. The shelter in place radius extends well beyond the venue and map purview.



500lb Explosive at admissions entrance.

320ft: immediate evacuation radius

1,900ft: Shelter in place radius. The shelter in place radius extends well beyond the venue and map purview.



1,000lb explosive at admissions entrance.

400ft: immediate evacuation radius

2,400ft: Shelter in place radius. The shelter in place radius extends well beyond the venue and map purview.

ANNEX J: UNATTENDED/SUSPICIOUS ITEM PLAN

Staff may encounter an unattended item during the event. Staff members will use the Department of Homeland Security's **H.O.T**. criteria to determine if the item is suspicious and poses a serious threat:

- Is the item **Hidden**?
    - Is the item placed out of sight?
    - Is the item obviously concealed?
- Is the item **Obviously suspicious?**
    - Can you observe unexplainable wires or electronics?
    - Does the item have bomb-like components?
- Is the item **not Typical?**
    - Is the item out of place for the location?
    - Could the item potentially be related to a known threat?

If an item is believed to be suspicious, event staff will inform Unified Command immediately, after which the following actions will be taken:

- Staff will avoid touching the suspicious item and immediately move and direct others to move away from the item.
- Security will establish a perimeter around the item and prevent unauthorized individuals from approaching the item.
- Unified Command will inform emergency services, describing the suspicious items and person(s), the person's actions, the location of the item, the time and placement of the discovery, and actions taken to mitigate the risk.
- If a threat is assessed by event security or law enforcement, event staff will calmly begin evacuating attendees from the area.

Not all unattended items are suspicious. If an item does not meet the H.O.T. criteria, event staff will try to determine the owner by asking nearby attendees. If no owner can be found, staff will leave the item at the information tent to be classified as lost and found.

ANNEX K: ACTIVE SHOOTER PLAN

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims. Active shooter situations are unpredictable and evolve quickly.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

Quickly determine the most reasonable way to protect your own life.

1. Evacuate – if there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

2. Hide out – if evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction

If the active shooter is nearby:

- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items
- Remain quiet

If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. Take action against the active shooter – As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

ANNEX L: MASS CASUALTY INCIDENT PLAN

For the purposes of this plan, a mass casualty incident (MCI) is defined as a natural disaster or manmade event that causes a significant number of injuries or deaths and requires the deployment and coordination of multiple emergency services.

In the event of a mass casualty incident, the Mobile Command Post (MCP) will notify local authorities and emergency services of the nature of the incident and advise the activation of Nantucket's local MCI protocol.

Additionally, the MCP will be responsible for informing the Nantucket Cottage Hospital Emergency Department of the mass casualty incident and to prepare for incoming patients. Event staff should also be prepared to secure triage areas and support responding personnel as directed by the Incident Commander.

ANNEX M: CHEMICAL INCIDENT (AIRBORNE/FOOD/WATER) PLAN

While unlikely, event participants and staff could be accidentally or intentionally exposed to hazardous chemicals via equipment failure, leaks, and spills, or – in the extreme – a chemical attack. Hazardous chemicals may be released into the air or introduced via a food or water source.

In the event of a release or exposure to hazardous chemicals, event security will immediately notify Nantucket Fire Department via the MCP. These authorities will coordinate an emergency response and advise the MCP if evacuation is necessary. The Operations Center will also supply any Material Safety Data Sheets pertinent to the chemical released to first responders in order to provide effective first aid in cases of exposure. If unable to contact the MCP, dial 911 to report the event.

ANNEX N: LOST/MISSING PERSON PLAN

Lost Person

Staff may encounter attendees who have been separated from another patron or a group and seek assistance. It is imperative that all staff remain quick and decisive when assisting the lost guest. The following procedures must take place:

- The staff member(s) will first inform event security of a lost person over the radio. This includes providing the location that person was found in. Staff member(s) must remain with the lost guest.
- Those lost and seeking assistance must be taken to a Guest Services Station while the staff member(s) remains in contact with event security.
    - Provide an accurate description of the person including height, weight, gender, age, hair color, clothing, name, and other distinguishable characteristics to Event Security. This may include altered mental status, confusion, or other disability.
- Event security will announce the "lost person" and provide details over all radio channels.
- Once the lost guest is reunited with their party, staff at one of the Guest Services Stations will notify event security.

Missing Person

Staff may encounter a patron or group seeking a missing person. Recovery of a missing person requires attention from all the staff, so it is imperative that all staff ensure quick and decisive action is taken once the person is reported as missing. Those reporting a missing person may be in a panic state or difficult to communicate with. It is crucial that the staff member(s) stay with those reporting the missing person. If they try to leave to search for the missing person, staff are required to follow them and remain in contact. The following procedures must be taken:

- The staff member(s) will inform event security of a missing person, using the term "**CODE?"** while indicating which zone of the event the person was last seen. Staff member(s) must remain with those seeking missing person.
    - Provide an accurate description of the person including height, weight, gender, age, hair color, clothing, name, and other distinguishable characteristics to Event Security. This may include altered mental status, confusion, or other disability.
- Event security will announce **"CODE?"** and provide details over all radio channels.
- Avoid all unnecessary radio communication while keeping the frequency open related to the missing person.
- Staff assigned to exit gates or zone with exit gates will maintain their posts while monitoring all persons exiting who meet the description of the missing person.
- All event staff members will search their assigned zone and adjacent zones for the missing person.

- The overall security supervisor will determine if there is a need to extend the search outside the event area. Until further instruction, all searching efforts will take place in the event area. If the missing person is found, notify event security of the exact location.
- If the missing person is suspected of being out of the event area, the overall security supervisor will notify and coordinate the search with local authorities.
- After the missing person is reunited with their party, event security will announce the person found and "**CODE?**" is canceled.

ANNEX O: LOST AND FOUND PLAN

Attendees who have lost their items while visiting *Boston Pops on Nantucket c*oncert are encouraged to visit the Information tent during the event. All Items that have been found are turned into this location during the event. The information tent is located at the end of Bathing Beach Road near the ADA and general admission area.

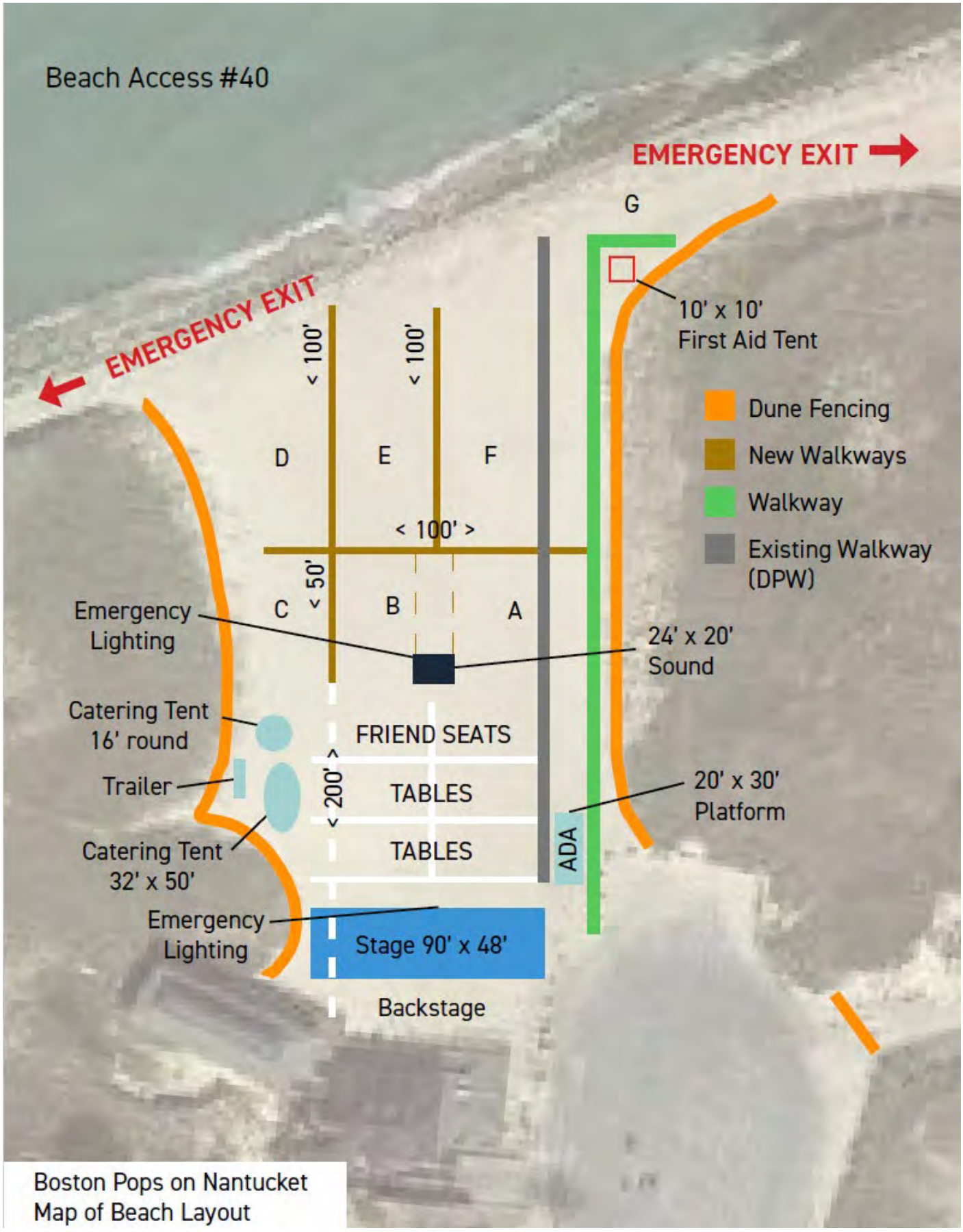
To declare a lost item or claim an item that was lost, you must first report to a Guest Services Station and fill out a Lost Property Report. The Lost Property Report form is shown below. Claimants will be required to fill out the appropriate form and provide a detailed description of the item.

Items turned into Lost and Found will be held at Nantucket Cottage Hospital offices before being disposed of or donated to an appropriate charitable organization. Boston Pops for Nantucket Event and Nantucket Cottage Hospital are not responsible for any lost or damaged items.

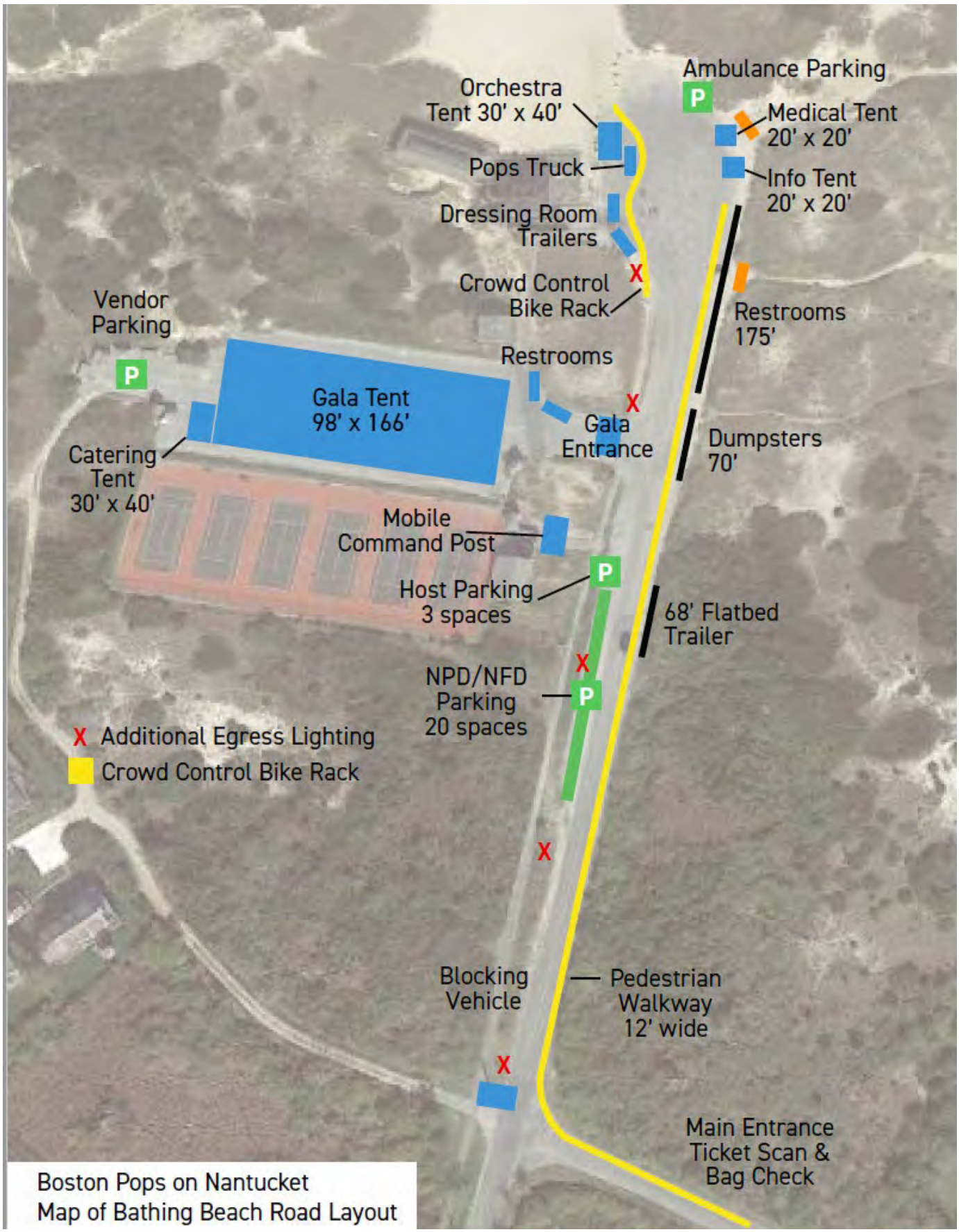
ANNEX P: ADA COMPLIANCE

Boston Pops on Nantucket is a fully accessible event that offers various services to ADA attendees while complying with the Code of Massachusetts Regulations. This includes but is not limited to:

- Parking -There is ADA parking available to ADA attendees on a first-come, first-served basis at 75 Hulbert Avenue. All vehicles parked there must have valid handicap credentials, such as a placard or license plate.
- Restrooms - There are wheelchair accessible restrooms located on Jetties Beach.
- Service Animals - Pets are not permitted on the festival grounds, with the exception of registered Service Animals. Service animals must be trained for a specific function and related to a disability.



Boston Pops on Nantucket
Map of Beach Layout


Ambulance Parking
P
Orchestra Tent 30' x 40'
Medical Tent 20' x 20'
Pops Truck
Info Tent 20' x 20'
Dressing Room Trailers
X
Crowd Control Bike Rack
Restrooms 175'
Vendor Parking
P
Restrooms
Gala Tent 98' x 166'
X
Gala Entrance
Dumpsters 70'
Catering Tent 30' x 40'
Mobile Command Post
P
Host Parking 3 spaces
68' Flatbed Trailer
X
NPD/NFD Parking 20 spaces
P
X Additional Egress Lighting
Crowd Control Bike Rack
X
Blocking Vehicle
Pedestrian Walkway 12' wide
X
Main Entrance Ticket Scan & Bag Check
Boston Pops on Nantucket
Map of Bathing Beach Road Layout

ANNEX Q: CITED SOURCES

Code of Massachusetts Regulations Title 521

DHS Active Shooter Plan

DHS Unattended and Suspicious Items Poster

CISA Public Venue Bag Search Procedures Guide

CISA Bomb Threat Procedure Checklist 2020

JCAT Counterterrorism Guide for Public Safety Personnel

From: Aisling Glynn
To: Aisling Glynn
Subject: Permit
Date: Monday, May 9, 2022 4:31:47 PM

Effective 7/13/2001, Revised 1/27/2020

Town of Nantucket
APPLICATION FOR BLOCKING OF STREET/SIDEWALK

SECTION 1: (To be completed by Applicant)

Applicant's Name: Nantucket Cottage Hospital Email: aisling@acktivities.com

Applicant's Address: 57 Prospect Street Phone: 508-825-8250

Address of Blocking: Bathing Beach Road

☑ Street Blocking ☐ Total OR ☐ Partial
☑ Sidewalk Blocking ☐ Total OR ☐ Partial

Date(s) of Blocking: Saturday August 13 Time(s): 6am-midnight

Purpose of Blocking: Boston Pops Concert
* Police detail requested on Friday August 12 from 6am-midnight

☐ **Dumpster/container** (not permitted in the Old Historic District from June 1 to September 30)
Pursuant to Section 200.15.1, "No Person shall park, store or deposit upon any Public Way of the Town a dumpster (so-called) or any roll-on/roll-off container used for the collection of refuse, debris, or for any other purpose without a permit from the Town.
(Fee: $25.00/day - fee must be paid when obtaining final approval from Town Administration)

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

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

Applicant's Signature: Aisling Glynn Date: 5/9/22

****

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

Police Detail Required? ☐ Yes ☐ No Number of Officers Needed: _____

Nantucket Police Department (508-228-1212) ☐ APPROVED ☐ DISAPPROVED
4 Fairgrounds Road
Signature: _____ Date: _____

Nantucket Fire Department (508-228-2323) ☐ APPROVED ☐ DISAPPROVED
4 Fairgrounds Road
Signature: _____ Date: _____

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

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

NRTA (508-228-7025) ❑ APPROVED ❑ DISAPPROVED
20R South Water Street
Signature: _____ Date: _____

****

SECTION 3: (THIS PERMIT IS NOT VALID WITHOUT A SIGNATURE FROM TOWN ADMINISTRATION)

Town Administration
16 Broad Street, Room 114

This application is hereby ❑ APPROVED ❑ DISAPPROVED

Signature: _____ Date: _____

Notes:
Additionally NPD have suggested that the dirt portion of Charles St. could be used for the parking of State Police Vehicles on Saturday August 15 - this is tbd.

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

Sent from my iPhone

OUTDOOR DINING UPDATE

Outdoor Dining Permits

Report to the Select Board, May 18, 2022

2022 OUTDOOR DINING - TEMPORARY EXTENSION APPLICATIONS (a/o 5-16-22)

The Club Car **APPROVED**	**Main Street Side of Building**	• **Five tables (2-top only)** • **Tables set against the building** • **No obstruction of pedestrian path**
Rose & Crown **APPROVED AND ACTIVE**	**South Water Street**	• **Six tables (2 & 4-tops)** • **20 seats total** • **Tables set along edge of sidewalk** • **4 ft pedestrian path must be maintained** • **Tables removed in evening for nightclub operation**
Backyard BBQ **APPROVED AND ACTIVE**	**20 Straight Wharf**	• **Four tables (2 & 4-tops)** • **Tables set against building** • **No obstruction of pedestrian path**
Juice Bar **APPROVED AND ACTIVE**	**Lower Broad Street & South Bech Ext.**	• **JB Stanchions along building for customer cue** • **Town provided barriers to close off S.Beach Ext. after 5pm daily** • **JB to move barriers into place and remove at end of night**
Born and Bread **APPROVED**	**35 Centre Street**	• **No Alcohol** • **Two tables (2-4 top)** • **Tables set against building** • **No obstruction of pedestrian path**
The Beet **PENDING 3rd Party Approval**	**Alley/Public Right of Way Alongside 9 South Water**	• **This walkway is subject to a c. 91 license and is supposed to remain open for pedestrian passage.** • **The Beet requires written approval for use of this walkway before Town can consider it's use for outdoor dining There is no approval at this time.**

2022 OUTDOOR DINING - TEMPORARY EXTENSION APPLICATIONS (a/o 5-16-22)

Lola 41 **APPROVED AND ACTIVE**	**Parking Lot adjacent to 15 South Beach St**	• **Seasonal Tent approved by PLUS.** • **Both permanent and temporary application received.** • **Set-up expected to be temporary for this season only.** • **No increase in occupancy**
CRU **APPROVED AND ACTIVE**	**49 Straight Wharf**	• **Nine tables (2 & 4-tops)** • **Tables set up alongside building on dock.** • **No other restrictions prevent the use.**
Chicken Box **APPROVED AND ACTIVE**	**Daves Street**	• **Picnic tables set in parking lot** • **Food service by Mobile Food Units**
Charlie Noble **APPROVED**	**Back of building along Easy Street**	• **Addition of 50 seats on back patio.** • **Temporary extension to allow for permanent planning.** • **Agreed no increase in occupancy when in use.**
Kitty's **APPROVED**	**Lawn Adjacent to building on 4 W Creek Road**	• **Addition of 10 tables of Six on side lawn** • **Approved by Planning Board** • **Basement seating will be closed when outdoor seating is being used.** • **No operational increase in occupancy**

2022 OUTDOOR DINING - TEMPORARY EXTENSION APPLICATIONS (a/o 5-16-22)

Proprietors **PENDING REVIEW**	**Pathway adjacent to building at 9 India Street**	• **Four 2-top tables** • **Requires further review for Accessibility and safe egress** • **No increase in occupancy**
Le Languedoc **APPROVED**	**24 Broad Street**	• **Four tables (2 & 4-tops)** • **Tables set up on edge of sidewalk.** • **No other restrictions prevent the use.**
Lemon Press **NOT RECOMMENDED**	**41 Main Street**	• **Three 4-top tables** • **Town policy following 2021 is no set-ups on Main (S.Water to Centre)** • **Pedestrian traffic and disruption to adjacent businesses** • **This location is also an active take-out space and both lines and seating clogged the sidewalk.**

2022 APPROVED PUBLIC SIDEWALK USE FEES

No Alcohol Service	**$500.00**	***May 1 - Stroll** ***Common Victualler required (No-take-out only)** ***Must fit within storefront and NOT extend to abutters.** ***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 and NOT extend to abutters.** ***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 unless written approval received from Abutters.** ***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 and NOT extend to abutters.** ***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 unless written approval received from Abutters.** ***Minimum 4 tables/16+ seats Maximum tbd based on storefront & location** ***Removed for closures more than 3 consecutive days.**

SAMPLE 2022 REVOCABLE LICENSE AGREEMENT FOR OUTDOOR SEATING PERMIT

This confirms the terms of the 2022 Revocable License Agreement between EGB Enterprises, Inc., dba ***The Rose and Crown***, located at ***23 South Water Street***, Nantucket Massachusetts 02554. (hereafter the "Outdoor 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 Outdoor Seating Licensee (the "Revocable License") to use the portion of Town property described in the Outdoor Seating Licensee's Application for an Outdoor 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 Outdoor 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 Outdoor Seating Licensee's compliance with all applicable law and terms of the Outdoor Seating Licensee's Town and State licenses, including, but not limited to, the Town's Outdoor 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 Outdoor Seating Licensee's Common Victualler, Outdoor 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 Outdoor Seating License. This Revocable License is valid from May 1, 2022 until December 31, 2022 unless earlier suspended by the Town.

The Outdoor 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 Outdoor 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 Outdoor Seating Licensee's exercise and use of it. To the greatest extent permitted by law, the Outdoor 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 Outdoor Seating License and the Outdoor Seating Licensee's use of the Property, including but not limited to incidents involving the Town's negligence.

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.

ABCC GUIDELINES FOR OUTDOOR ALCOHOLIC BEVERAGE AREAS (Adopted April 7, 2022)

- 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.

SB/CC Work Group/Committee Reps for 2022-2023*
Approved by SB X/XX/2022; Approved by CC X/XX/2022

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

*as formally appointed by the Board

As of 5/11/2022