

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Thomas M. Dixon
Matt Fee
Malcolm W. MacNab
Brooke Mohr



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD SEPTEMBER 13, 2023 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtu.be/U4UvXHQvbNc>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_9dsqJHKGQz2_P4M8fS810Q

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. 2023 Committee Vacancies - Round 3: Council on Aging, Cultural Council, Real Estate Assessment Committee, Tree Advisory Committee.
 3. The Finance Committee will Hold a Public Hearing on Thursday, September 21, 2023 at 4:00 PM Regarding November 7, 2023 Special Town Meeting Warrant Articles: <https://www.nantucket-ma.gov/DocumentCenter/View/45768/November-7-2023-Special-Town-Meeting-Warrant-as-Adopted-by-the-Select-Board>.
 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 September 6, 2023 at 5:30 PM; September 7, 2023 at 9:00 AM.

2. Approval of Treasury Warrants for September 13, 2023.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Nantucket Land and Water Council: Request for Preliminary Review of Conservation Restriction to be Held by Nantucket Land Council, Inc. for Land Located at 120 Miacomet Road.
2. Nantucket Preservation Trust: Request for Preliminary Review of Historic Preservation Restriction to be Held by Nantucket Preservation Trust, Inc. for Property Located at 23-25 Fair Street.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider an Application for Public Assembly Permit for Nantucket Island Fair to be Held Sunday, September 24, 2023 at Children's Beach, 15 Harbor View Way.
2. Nantucket Sewer Commission: Public Hearing to Consider Amendments to the Nantucket Town and Siasconset Sewer Districts Pursuant to Section 10 of the Nantucket Sewer Act Regarding Articles 18, 19 and 20 of the November 7, 2023 Special Town Meeting.

X. TOWN MANAGER'S REPORT

1. Update Regarding Short-Term Rental Registration Vendor.
2. Review of 2024 Annual Town Meeting and Annual Town Election Timeline.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Discussion Regarding Formation of Town Council Study Committee.
2. Discussion Regarding Cultural Heritage Partners' Opinion-Editorial Regarding Balancing Wind Energy and Cultural Heritage Preservation.
3. 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. 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 the United States Constitution and the Massachusetts Declaration of Rights.

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 an orderly and peaceable manner, without disruption to other speakers.

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 protected under the United States Constitution and the Massachusetts Declaration of Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

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 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.

Unanticipated Business: 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: April 26, 2023

Select Board
2023 Committee Vacancy Appointments Timeline
Round 3
As of 9/8/2023

September 8 – Advertise committee vacancies on Town’s website

September 14 and 21 – Advertise committee vacancies in the Inky

September 6, 13 and 20 – Committee vacancies to be added to Select Board agendas as announcement

September 27 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Council on Aging - one seat, term expires 2026
- Cultural Council – two seats, terms expire 2025
- Real Estate Assessment Committee – one seat, term expires 2026
- Tree Advisory Committee – one seat, term expires 2025

October 4 and October 11 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

October 18 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

NOTICE OF COMMITTEE VACANCIES

The Select Board is accepting applications for **Round 3** of committee vacancy appointments. Interested individuals may obtain a “Committee Interest Form” from the Town of Nantucket’s [website](#). Completed applications can be mailed to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov. Information on the responsibilities of the various committees may also be obtained from the Town’s website. **All appointments will be made by the Select Board at its October 18, 2023 meeting.**

Applications for **all** committee vacancies must be submitted by **12:00 PM** on **Wednesday, September 27, 2023.**

Council on Aging	1 Seat	Term Ends 2026
Cultural Council ^	2 Seats	Terms End 2025
Real Estate Assessment Committee	1 Seat	Term Ends 2026
Tree Advisory Committee	1 Seat	Term Ends 2025

^ Pursuant to the Massachusetts Cultural Council’s Local Cultural Council Program Guidelines, “The term of membership for a council member is three years; members can serve a maximum of two consecutive terms, or a total of six years, unless the appointing authority removes a member before the expiration of a term. Members must remain off the council for a one-year interval before serving additional terms.”

October 4 and October 11 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

October 18 – Meeting for the applicants who applied for committee vacancies to introduce themselves and review their applications; committee appointments made.



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	9/13/2023

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for preliminary review of Conservation Restriction (CR) for 120 Miacomet Road to be held by Nantucket Land Council, Inc.

Executive Summary

Pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, when a conservation restriction is submitted, it is preliminarily reviewed by the Select Board to give Members opportunity for comments before being sent to Town Counsel for review and an issuance of a report.

Staff Recommendation

Review the conservation restriction and vote to forward to Town Counsel for review and issuance of a report.

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

The CR purposes are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and to prevent any use or change that would materially impair the Conservation Values, including open space, wildlife habitat, public access, water quality, consistency with clearly delineated local governmental conservation policy and water supply.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy

Attachments

Conservation Restriction and Preservation Restriction Policy; cover letter from Sarah F. Alger, P. C., draft Conservation Restriction for 120 Miacomet Road





TOWN OF NANTUCKET

CONSERVATION RESTRICTION AND PRESERVATION RESTRICTION POLICY

Effective date: February 23, 2011

Adopted: February 23, 2011

I. Purpose

This policy is implemented to ensure that proposed conservation and preservation restrictions are submitted to the Board of Selectmen for preliminary review and comment to make certain that a restriction complies with the requirements of Massachusetts General Laws Chapter 184 section 31 and is found to be in the public interest.

II. Policy

Proposed conservation and preservation restrictions must be submitted to the Board of Selectmen for preliminary review and comment, either before or concurrently with a submission to the state Division of Conservation Services or Massachusetts Historical Commission.

III. Process

Proponents must submit a copy of a preliminary restriction to the Board of Selectmen requesting review and comment. Once the Board's preliminary review is complete, and the state has reviewed the restriction and it is in its final form, the proponent must then submit the final document to Town Administration which will forward it to Town Counsel for review (see checklist for assembly of Town Counsel package). Once Town Counsel has prepared its report and returned the restriction package to the Board of Selectmen, the restriction will be placed on a Board of Selectmen agenda for final review and approval.

IV. Fee

Proponents of conservation and preservation restrictions are responsible for prompt payment of Town Counsel legal review. The proponent will be sent the legal bill to pay through the Town to Town Counsel. If the Board of Selectmen approves the restriction and once the legal bill has been paid, the restriction will be processed. If timing is an issue, and payment is in process, exceptions may be made.

V. Noncompliance

Any conservation and preservation restrictions submitted to the Board of Selectmen at the final stage, without preliminary review and comment, risk a delay in their approval while the Board of Selectmen reviews the restriction and possibly offers new input on the restriction.

SARAH F. ALGER, P.C.

ATTORNEYS AT LAW

FOUR NORTH WATER STREET • NANTUCKET, MASSACHUSETTS • 02554

TELEPHONE: 508-228-1118 FACSIMILE: 508-228-8004

SARAH F. ALGER
sfa@sfapc.com

FIVE PARKER ROAD • POST OFFICE BOX 449
OSTERVILLE • MASSACHUSETTS • 02655
TELEPHONE: 508-428-8594 FACSIMILE: 508-420-3162

JOHN R. ALGER
1931-2007

August 30, 2023

BY HAND

Erika D. Mooney, Operations Administrator
Town of Nantucket
16 Broad Street, Room 113
Nantucket, Massachusetts 02554

Re: Conservation Restriction
Lot 30, Land Court Plan
No. 13648-D
120 Miacomet Road
Nantucket, Massachusetts

Dear Erika:

Enclosed please find in the above matter an original Conservation Restriction, which has been reviewed and approved by the Massachusetts Executive Office of Energy & Environmental Affairs, as executed by the Nantucket Land Council, Inc. and Bluefin Partners, LLC, as Trustee of the Ellens Way Homeowners Association Trust.

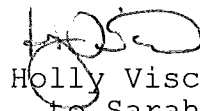
Also enclosed are copies of Certificate of Title No. 24179, Land Court Plan No. 13648-D, and the portion of GIS Map 81, showing Parcel 6.

Please place this matter on the agenda for the available Select Board hearing for review.

If you need anything further, please let us know.

Thank you very much.

Sincerely,


Holly Visco, Legal Assistant
to Sarah F. Alger, P.C.

Enclosures

SARAH F. ALGER, P.C.

Erika D. Mooney, Operations Administrator
August 30, 2023
Page Two

cc: Vicki S. Marsh, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, Massachusetts 02110

GRANTOR: Bluefin Partners, LLC, Trustee of the Ellen's Way Homeowners' Association Trust

GRANTEE: The Nantucket Land Council, Inc.

ADDRESS OF PREMISES: 120 Miacomet Road,
Nantucket, MA 02554

FOR GRANTOR'S TITLE SEE: Nantucket County
Registry District of the Land Court, Document No.
136419 noted on Certificate of Title No. 22185

CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Bluefin Partners, LLC, Trustee of the Ellen's Way Homeowners' Association Trust u/d/t dated November 5, 2010, registered with Nantucket County Registry District of the Land Court as Document No. 136420 and noted on Certificate of Title No. 22185, as amended by a First Amended Declaration of Trust registered as Document No. 136718, and noted on Certificate of Title No. 22185, with a mailing address of P.O. Box 650, Norfolk, MA 02056, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Nantucket Land Council, Inc., a Massachusetts non-profit corporation with a principal place of business at 6 Ash Lane, P.O. Box 502, Nantucket, MA 02554, their permitted successors and assigns ("Grantee"), for ten dollars IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Nantucket, Nantucket County, Commonwealth of Massachusetts, containing the entirety of a 22.42 acre parcel of land ("Premises"), which Premises is described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Permit Requirement. This Conservation Restriction is required by Nantucket Planning Board Special Permit #24-06 for a Cluster Subdivision issued March 12, 2007, registered at the Nantucket County Registry District of the Land Court as Document No. 136334 and noted on Certificate of Title No. 22185 on March 12, 2012. This special permit approves a private roadway, Ellen's Way, to serve a 19 residential lot cluster subdivision providing a large open space lot of approximately 22.4 acres which will abut the 9.47acre Nantucket Islands Land Bank open space to the north.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Nantucket and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including 32.79 acres of contiguous open-space owned by the Nantucket Islands Land Bank.
- Wildlife Habitat. The Premises provide a unique natural habitat for a wide variety of plant and animal species. The Premises are comprised of little bluestem, switchgrass, Pennsylvania sedge, huckleberry, bayberry, scrub oak, pitch pine, and other native plant species. The Premises is generally comprised of several critical habitats which are described by the MA Natural Heritage and Endangered Species Program (NHESP) as “vulnerable” or “critically imperiled” Natural Communities (the “Communities”), and which are further described in the Baseline Report. These include Pitch Pine/Scrub Oak Community, which is ranked as S2, or imperiled due to rarity, and Sandplain Grassland which is ranked as S1, or critically imperiled due to extreme rarity. The sandplain grassland community is better classified as a “cultural grassland”, as defined by MA NHESP, due to its assemblage of plants, having been restored in recent years from intensive historical use as a sand pit. This habitat is further defined in the Baseline Report.
- Public Access. Public access to the Premises for passive outdoor recreation will be allowed as a stipulation of the Special Permit which states “...due to the bonus provision granted to the applicant, the open space areas, or portions thereof, shall be available to the public...”
- Water Quality. The entirety of the Premises falls within the Miacomet Pond watershed. Protection of the Premises will reduce potential nutrient and pollutant leaching and runoff which will protect the down gradient water resource, Miacomet Pond;
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Preservation of the Premises is pursuant to clearly delineated conservation policy expressed in Nantucket’s Master Plan, adopted by Nantucket’s voters at the Annual Town Meeting in April 2009, which states in the Town of Nantucket 2007 Open Space and Recreation Plan as Goal/Objectives 1C: “The town should encourage the use of creative regulatory and non-regulatory land protection tools such as conservation restrictions, tax abatements, gifts and zoning measures.”; and in The Nantucket Comprehensive Community Plan (NCCP), including the following objectives therein: Objective 4.1, “To aggressively acquire land and conservation restrictions to protect natural ecosystems;” Objective 4.2, “To encourage land management activities by the Land Bank and nonprofit entities to provide permanent resource protection;”

Preservation of the Premises as open space is further pursuant to clearly delineated governmental conservation policy in accordance with "Nantucket's Goals and Objectives for Balanced Growth" which was adopted in November 1990 by Town Meeting and states as Objective A-1: "To identify and acquire critical open spaces through outright

ownership or by less-than-fee means, such as conservation restrictions, scenic easements, and the purchase of development rights, in order to complete the Island's open space network.

- Water Supply. The Premises are located on Nantucket Island which has a sole source aquifer for the use of its inhabitants. Protection of the Premises will further protect the water quality of the aquifer which serves as Nantucket's public drinking water supply.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam (except those identified in pre-existing easements);
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized

watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
11. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only

in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

6. Trails. Maintaining and constructing, or allowing others to maintain and construct, trails as follows:
 - a. Existing Trails. Conducting routine maintenance of existing trails, as further identified in the Baseline Documentation Report, which may include widening trail corridors up to six feet in width overall, and of existing pervious alternative access roadway, which may include widening roadway corridor up to twelve feet (as stipulated in the special permit), .
 - a. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - b. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments, for land stewardship activities, or as necessary to carry out other uses and activities permitted in this Paragraph III.B, provided however the manner of such motorized vehicle use is approved in advance by Grantee unless such use is required by law.
9. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
10. Granting of Easements. Subject to the Grantee's prior written approval, granting of easements to the Town or County of Nantucket, or the Nantucket Islands Land Bank, to use existing trails or the portion of the Premises with frontage on Miacomet Road for passive recreational uses; to remove vegetation in areas covered by the easements; and to construct and maintain a recreational path, paved or unpaved, designed to be of minimal width to protect the Conservation Values, extending from the Miacomet Road boundary of the Premises. Any such easement must require the public entity

constructing said path to restore disturbed land areas and replace any impacted or removed vegetative buffer.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief.

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Nantucket and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Ellen's Way Homeowners' Association Trust
Attn: Bluefin Partners, LLC, trustee
P.O. Box 427
Nantucket, MA 02554

To Grantee: Executive Director
Nantucket Land Council
P.O. Box 502
Nantucket, MA 02554

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises, including those noted on Certificate of Title No. 22185 registered at the Nantucket County Registry District of the Land Court, which include nineteen (19) individual Sewer Easements registered at the Land Court granted for the respective benefit of Lots 10 through 28 shown on Land Court Plan 13648-D, and includes an electric distribution system and utility easement granted to the Nantucket Electric Company and registered as Document No. 114968 at the Land Court, and includes a Pedestrian Path Easement granted to Nantucket Islands Land Bank and registered as Document No. 175462 at the Land Court.

F. Attached hereto and incorporated herein by reference are the following:

Signature pages

Grantor

Grantee Acceptance

Approval of Nantucket Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this 22nd day of August, 2023,

Ellen's Way Homeowners' Association Trust by,

[Signature], duly authorized

Bluefin Partners, LLC, Trustee

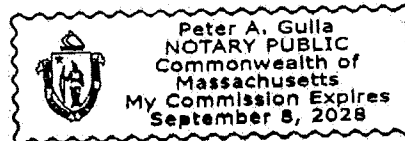
Ellen's Way Homeowners' Association Trust

COMMONWEALTH OF MASSACHUSETTS

NORFOLK County, ss:

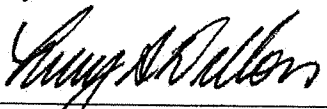
On this 22nd day of August, 2023, before me, the undersigned notary public, personally appeared J. DANIEL LUBOSCH, and proved to me through satisfactory evidence of identification which was personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

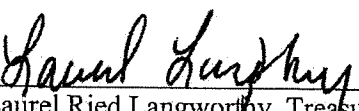
[Signature]
Notary Public
My Commission Expires:



ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Bluefin Partners, LLC, Trustee of the Ellen's Way Homeowners' Association Trust was accepted by the Nantucket Land Council, Inc., this 28th day of AUGUST, 2023.

By: 
Lucy Dillon, President

By: 
Laurel Ried Langworthy, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss:

On this 28 day of August, 2023, before me, the undersigned notary public, personally appeared Lucy Dillon, and proved to me through satisfactory evidence of identification which was Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Anna Day
Notary Public
My Commission Expires: April 20, 2029

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss:

On this 28 day of August, 2023, before me, the undersigned notary public, personally appeared Laurel Ried Langworthy, and proved to me through satisfactory evidence of identification which was Drivers License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Anna Day
Notary Public
16 My Commission Expires: April 20, 2029

APPROVAL OF TOWN OF NANTUCKET SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Nantucket, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Bluefin Partners, LLC, Trustee of the Ellen's Way Homeowners' Association Trust to Nantucket Land Council, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF NANTUCKET SELECT BOARD

Jason Bridges

Matt Fee

Dawn E. Hill Holdgate

Malcolm W. MacNab

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Bluefin Partners, LLC, Trustee of the Ellen's Way Homeowners' Association Trust to the Nantucket Land Council, Inc., has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

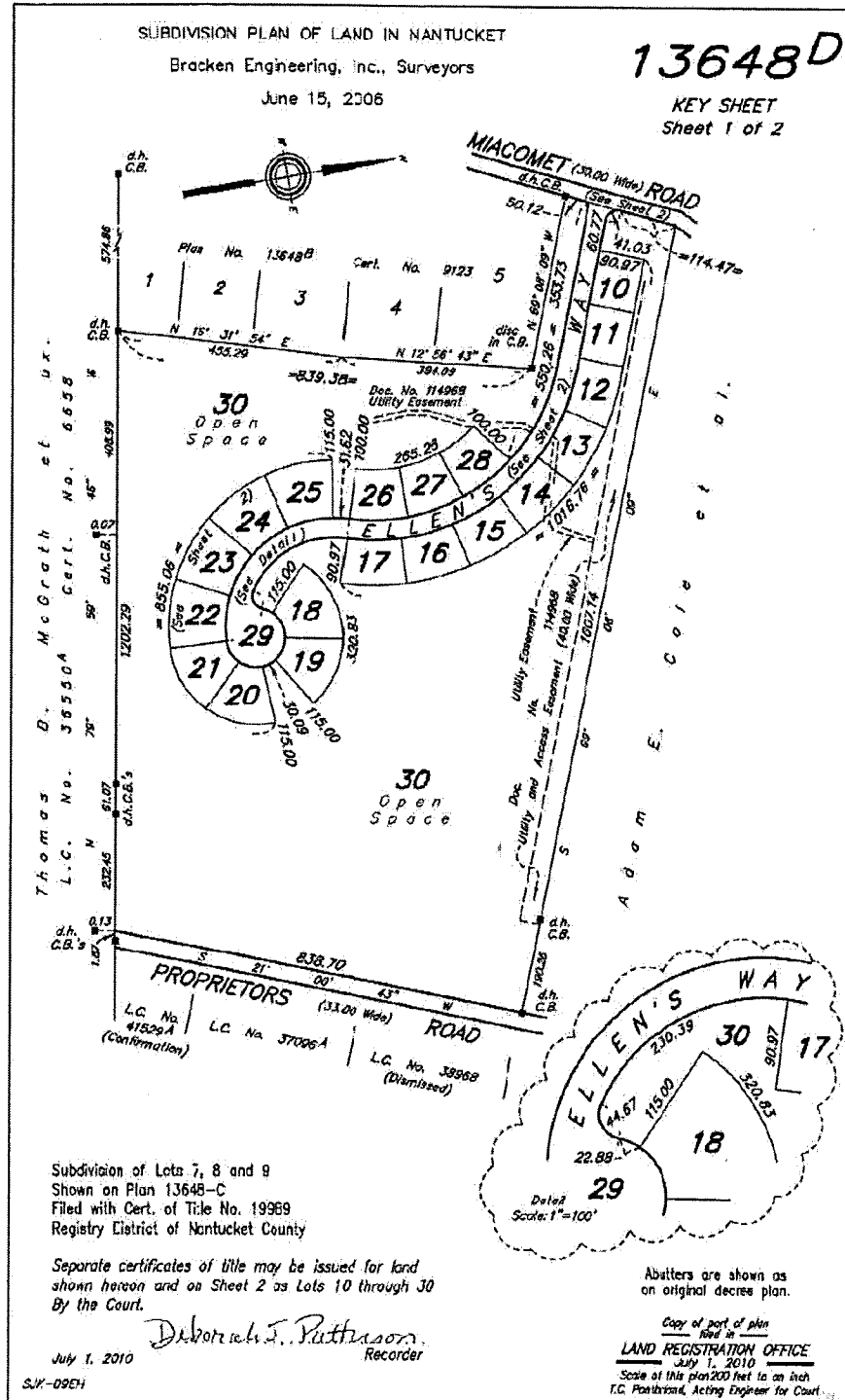
Legal Description of Premises.

The land in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, containing 22.42 acres +/-, and more particularly shown as Lot 30, Open Space on a plan of land titled "Subdivision Plan of Land in Nantucket" dated June 15, 2006, by Bracken Engineering, Inc., and registered at the Nantucket County Registry District of the Land Court as Plan No. 13648-D on July 1, 2010.

For Grantor's Title, see Document No. 136419 noted on Certificate of Title No. 24179.

EXHIBIT B

Reduced Copy of Plan of Premises. Premises is Lot 30 Open Space.
For official full-size plan see Nantucket County Registry District of the Land Court, Plan No. 13648-D.



Transfer Certificate of Title

Cert No: 24179
Doc No: 136419

From Transfer
Certificate No. 22185 Originally Registered March 31, 2006 at the Registry District of Nantucket County

This is to Certify that

BLUEFIN PARTNERS, LLC, Trustee of the ELLENS WAY HOMEOWNERS ASSOCIATION TRUST u/d/t dated October 5, 2010, and registered as Document No. 136420 at the Registry District of Nantucket County

of PO Box 427, Nantucket in the County of Nantucket and the Commonwealth of Massachusetts, 02554 is the owner, in fee simple, of that land situated in Nantucket, in the County of Nantucket and said Commonwealth, bounded and described as follows:

Lots 29 & 30 on Land Court Plan numbered 13648-D, drawn by Bracken Engineering, Inc., Surveyors, dated June 15, 2006, filed with Certificate of Title No. 22,185 at the Registry District of Nantucket County.

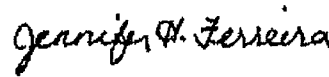
Included in this conveyance is the Grantor's ownership of the electric power line along East Miacomet Road, provided, however, the Grantor (Colleen V. McGrath, Document No. 22195), her heirs, and assigns, shall have the right in perpetuity to connect to and utilize said power line without charge.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

BLUEFIN PARTNERS, LLC, Trustee of the ELLENS WAY HOMEOWNERS ASSOCIATION TRUST

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in section forty-six of said chapter, which may be subsisting, and subject also as aforesaid; and to the memoranda of encumbrances for this certificate.

Witness JUDITH C. CUTLER, Esquire, Chief Justice of the Land Court, at Nantucket in said County of Nantucket the twenty-first day of March in the year two thousand and twelve at 11 o'clock and 11 minutes in the forenoon.



Attest, with the Seal of said Court,

Jennifer H. Ferreira, Assistant Recorder

Purported Property Address: 120 Miacomet Road

Land Court Case No. 13648

CERTIFICATE OF TITLE NO. 24179

Memoranda of Encumbrances

Certificate No: 24179
Book: 0 Page: 0

Report Date: 10/13/2022

Document Number	Kind	In Favor Of	Terms	Date of Instrument Date of Registration	Signature	Discharge
18219	ORDER OF TAKING	NANTUCKET COUNTY OF	MIACOMET ROAD RE: LOT 6	05/25/1977 05/26/1977 02:35 PM	<i>Jennifer A. Ferreira</i>	
40452	EASEMENT	CHARLES K EBINGER PUTNAM M EBINGER	PERPETUAL EASEMENT & RIGHT TO CONNECT TO & USE THE ELECTRICAL POWER LINES ALONG	07/06/1987 07/06/1987 12:00 PM	<i>Jennifer A. Ferreira</i>	
114688	ORDER TO APPRV PL	DONALD T TR VISCO PHYLLIS J TR VISCO VISCO FAMILY NOMINEE TRUST	Plan 13648-C is approved, delineates taking of Miacommet Road	12/22/2005 12/28/2005 02:39 PM	<i>Jennifer A. Ferreira</i>	
114968	EASEMENT	NANTUCKET ELECTRIC CO	easement over Lots 7, 8 & 9 PI 13648-C	07/14/2005 01/19/2006 02:30 PM	<i>Jennifer A. Ferreira</i>	
115791	EASEMENT	BLUEFIN PARTNERS LLC	access & utility easement over Lot 5 PLFL 55-O	03/30/2006 03/31/2006 03:12 PM	<i>Jennifer A. Ferreira</i>	
115792	EASEMENT	BLUEFIN PARTNERS LLC	access & utility easement over Lot 6 PLFL 55-O	03/30/2006 03/31/2006 03:12 PM	<i>Jennifer A. Ferreira</i>	
118948	ORDER OF CONDITNS	NANTUCKET TOWN CONSERVATION	SE48-1983	01/03/2007 01/09/2007 02:10 PM	<i>Jennifer A. Ferreira</i>	
128354	DECISION	BLUEFIN PARTNERS LLC		10/17/2008 09/17/2009 01:45 PM	<i>Jennifer A. Ferreira</i>	
133639	EASEMENT	NANTUCKET ELECTRIC CO	Lots 10-30 PI 13648-D	03/28/2011 05/12/2011 10:03 AM	<i>Jennifer A. Ferreira</i>	
136334	SPECIAL PERMIT	NANTUCKET TOWN ZONING	re: cluster subdivision approval	03/12/2007 03/12/2012 03:09 PM	<i>Jennifer A. Ferreira</i>	
136420	DECL OF TRUST	ELLENS WAY HOMEOWNERS ASSOCIATION TRUST	Lots 10-30 PI 13648-D	10/05/2010 03/21/2012 11:11 AM	<i>Jennifer A. Ferreira</i>	

Certificate No: 24179

Book: 0 Page: 0

Memoranda of Encumbrances

Report Date: 10/13/2022

Document Number	Kind	In Favor Of	Terms	Date of Instrument Date of Registration	Signature	Discharge
136421	STATEMENT OF CONDITIONS	BLUEFIN PARTNERS LLC	Lots 10-30 PI 13648-D	10/05/2010 03/21/2012 11:11 AM	<i>Jennifer H. Ferreira</i>	
136422	AGREEMENT	BLUEFIN PARTNERS LLC TR ELLENS WAY HOMEOWNERS ASSOCIATION TRUST NANTUCKET TOWN PLANNING BLUEFIN PARTNERS LLC	Lots 10-30 PI 13648-D	10/05/2010 03/21/2012 11:11 AM	<i>Jennifer H. Ferreira</i>	
136423	DECLARATION	BLUEFIN PARTNERS LLC	Lots 10-30 PI 13648-D	10/05/2010 03/21/2012 11:11 AM	<i>Jennifer H. Ferreira</i>	
136424	COVENANT	NANTUCKET TOWN PLANNING	Lots 10-30 PI 13648-D	03/01/2010 03/21/2012 11:11 AM	<i>Jennifer H. Ferreira</i>	
136425	RIGHT OF ENFORCEMENT	NANTUCKET TOWN PLANNING	Lots 10-30 PI 13648-D	10/05/2010 03/21/2012 11:11 AM	<i>Jennifer H. Ferreira</i>	
137364	ORDER	BLUEFISH PARTNERS LLC	deed doc 136419, Lots 29 & 30 is properly issued	06/08/2012 06/12/2012 02:39 PM	<i>Jennifer H. Ferreira</i>	
143968	EASEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 14 PI 13648-D	03/03/2014 03/18/2014 11:34 AM	<i>Jennifer H. Ferreira</i>	
143969	EASEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 15 PI 13648-D	03/03/2014 03/18/2014 11:34 AM	<i>Jennifer H. Ferreira</i>	
143970	EASEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 27 PI 13648-D	03/03/2014 03/18/2014 11:34 AM	<i>Jennifer H. Ferreira</i>	
149194	CONSENT	ELLENS WAY HOMEOWNERS ASSOCIATION TRUST	consent to doc 136425	08/25/2015 09/04/2015 11:43 AM	<i>Jennifer H. Ferreira</i>	
149195	AGREEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 16 for septic	08/25/2015 09/04/2015 11:43 AM	<i>Jennifer H. Ferreira</i>	

Memoranda of Encumbrances

Certificate No: 24179
Book: 0 Page: 0

Report Date: 10/13/2022

Document Number	Kind	In Favor Of	Terms	Date of Instrument Date of Registration	Signature	Discharge
149197	AGREEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 26 for septic	08/25/2015 09/04/2015 11:43 AM	<i>Jennifer H. Ferreira</i>	
149247	RELEASE	BLUEFIN PARTNERS LLC	release of Lots 10, 11, 12, 13, 18, 21, 29 & 30 PI 13648-D from doc 136424	07/29/2015 09/10/2015 01:04 PM	<i>Jennifer H. Ferreira</i>	
149286	EASEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 17 for septic	09/09/2015 09/15/2015 02:43 PM	<i>Jennifer H. Ferreira</i>	
149656	AMENDMENT	BLUEFIN PARTNERS LLC 10 ELLENS WAY LLC LAWRENCE A BOSSIDY SHARON S BOSSIDY	re: doc 136423	08/25/2015 10/22/2015 10:37 AM	<i>Jennifer H. Ferreira</i>	
156370	EASEMENT	BLUEFIN PARTNERS LLC TR ELLENS WAY HOMEOWNERS ASSOCIATION TRUST BLUEFIN PARTNERS LLC	sewer easement on Lot 30 PI 13648-D FBO Lot 28 PI 13648-D	10/02/2017 10/03/2017 03:10 PM	<i>Jennifer H. Ferreira</i>	
159348	EASEMENT	BLUEFIN PARTNERS LLC	easement on Lot 30 FBO Lot 25 for septic	08/20/2018 08/29/2018 02:17 PM	<i>Jennifer H. Ferreira</i>	
163157	EASEMENT	ELLENS WAY HOMEOWNERS ASSOCIATION TRUST BLUEFIN PARTNERS LLC	sewer easement on Lot 30 FBO Lot 13	09/26/2019 10/02/2019 09:30 AM	<i>Jennifer H. Ferreira</i>	
163823	EASEMENT	BLUEFIN PARTNERS LLC	septic system easement on Lot 30 FBO Lot 24 Plan 13648-D	11/21/2019 11/26/2019 01:59 PM	<i>Jennifer H. Ferreira</i>	
163945	EASEMENT	BLUEFIN PARTNERS LLC	septic system easement on Lot 30 FBO Lot 18 PI 13648-D	11/21/2019 12/11/2019 10:51 AM	<i>Jennifer H. Ferreira</i>	
164482	CERTIFICATE	NANTUCKET ELECTRIC CO		10/29/2019 02/04/2020 02:32 PM	<i>Jennifer H. Ferreira</i>	
164483	PARTIAL RELEASE	BLUEFIN PARTNERS LLC	re: doc 114968, Lot 30 Plan 13648-D	11/05/2019 02/04/2020 02:32 PM	<i>Jennifer H. Ferreira</i>	

Certificate No: 24179
Book: 0 Page: 0

Memoranda of Encumbrances

Report Date: 10/13/2022

Document Number	Kind	In Favor Of	Terms	Date of Instrument Date of Registration	Signature	Discharge
165463	EASEMENT	BLUEFIN PARTNERS LLC	sewer easement on Lot 30 PI 13648-D FBO Lot 12 PI 13648-D	06/16/2020 06/17/2020 01:04 PM	<i>Jennifer H. Ferreira</i>	
166490	EASEMENT	BLUEFIN PARTNERS LLC	sewer easement on Lot 30 FBO Lot 22 Plan 13648-D	09/21/2020 09/23/2020 02:28 PM	<i>Jennifer H. Ferreira</i>	
167833	EASEMENT	BLUEFIN PARTNERS LLC	sewer easement on Lot 30 FBO Lot 19 Plan 13648-D	12/21/2020 12/23/2020 02:20 PM	<i>Jennifer H. Ferreira</i>	
170471	EASEMENT	BLUEFIN PARTNERS LLC ELLENS WAY HOMEOWNERS ASSOCIATION TRUST BLUEFIN PARTNERS LLC TR	sewer easement on Lot 30 Plan 13648-D FBO Lot 20 Plan 13648-D	07/27/2021 07/28/2021 03:33 PM	<i>Jennifer H. Ferreira</i>	
175462	EASEMENT	NANTUCKET ISLANDS LAND BANK	walking path easement on Lot 30 Plan 13648-D	09/26/2022 10/12/2022 01:21 PM	<i>Jennifer H. Ferreira</i>	

End of Document____End of Document____End of Document____End of Document____End of Document____End of Document____End of Document

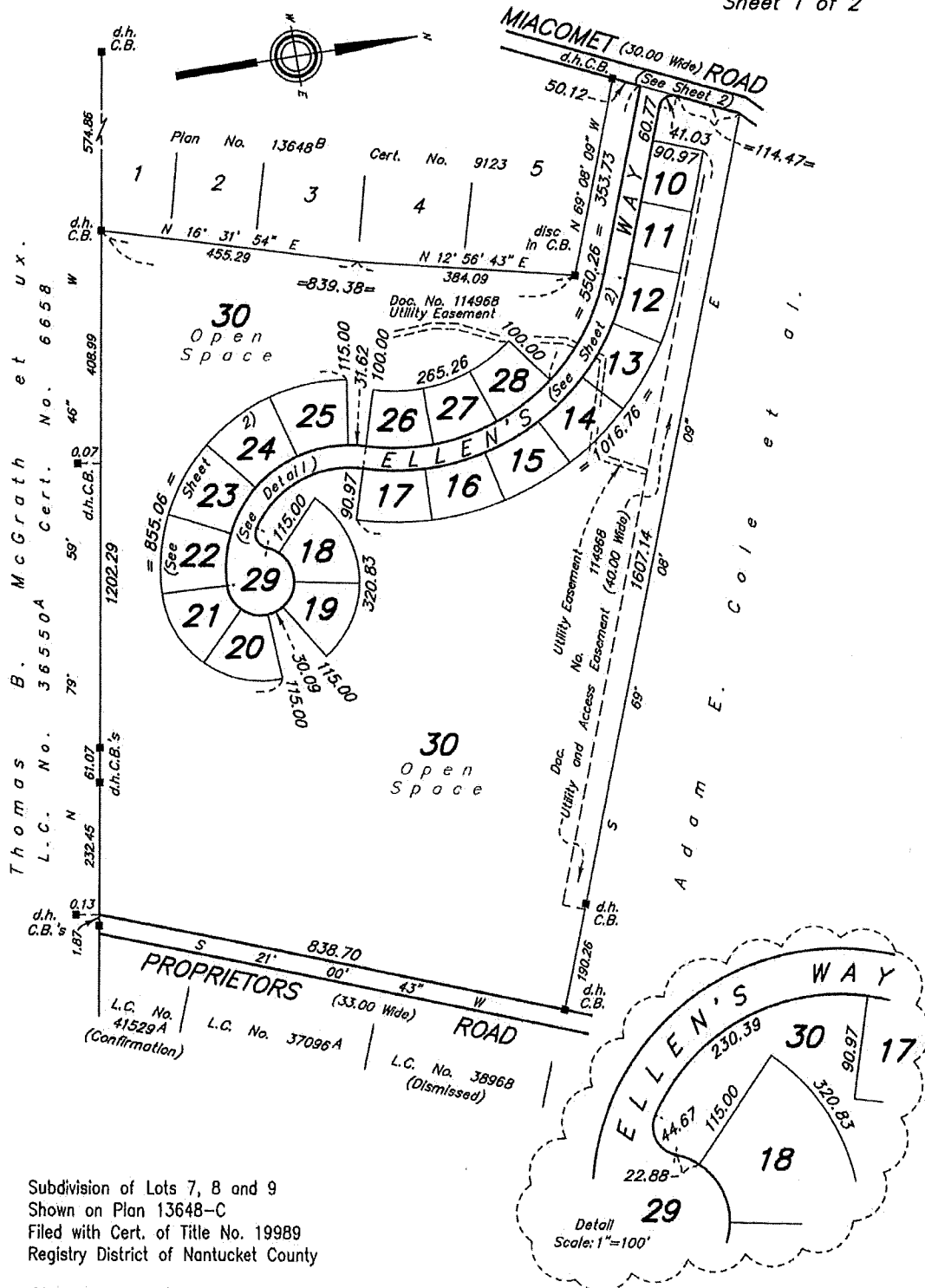
SUBDIVISION PLAN OF LAND IN NANTUCKET

Bracken Engineering, Inc., Surveyors

June 15, 2006

13648^D

KEY SHEET
Sheet 1 of 2



Subdivision of Lots 7, 8 and 9
Shown on Plan 13648-C
Filed with Cert. of Title No. 19989
Registry District of Nantucket County

Separate certificates of title may be issued for land
shown hereon and on Sheet 2 as Lots 10 through 30
By the Court.

Deborah J. Patterson
Recorder

July 1, 2010

SJK-09EH

Abutters are shown as
on original decree plan.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
July 1, 2010
Scale of this plan 200 feet to an inch
T.C. Pontbriand, Acting Engineer for Court

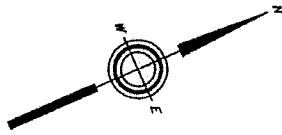
Nantucket Registry District
March 4, 2011
RECEIVED FOR REGISTRATION
3 O'CLOCK 40 P M

THIS PLAN FILED WITH CERTIFICATE NO. 22-185

Attest Janifer H. Ferreira
Assistant Recorder

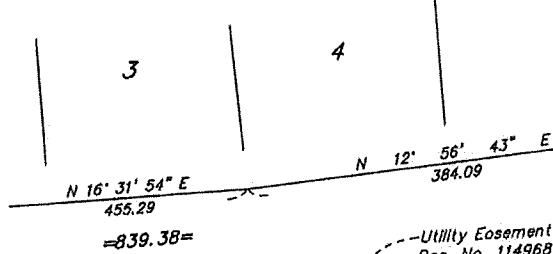
13648^D

Sheet 2 of 2

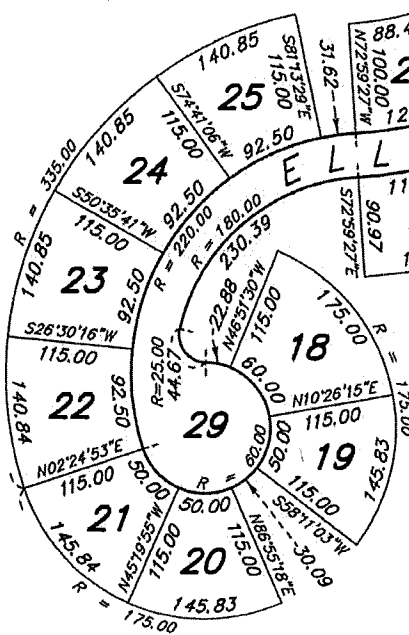


MIACOMET (30.00 Wide) ROAD

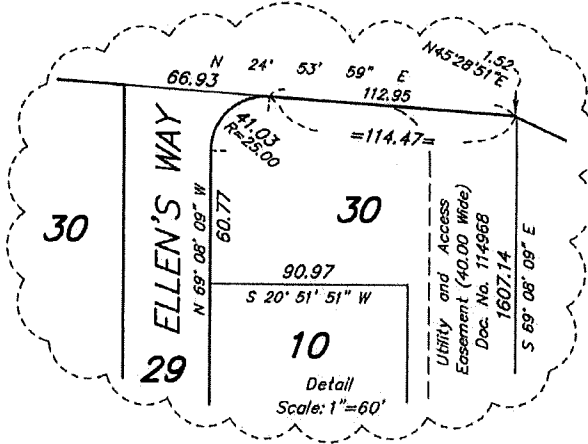
Plan No. 13648^B Cert. No. 9123 5



30
Open
Space



30
Open
Space



NOTE : All Lot Line Bearings
Are Radial To Their
Respective Curves.

SJK -OC7M

Scale of this plan 120 feet to an inch

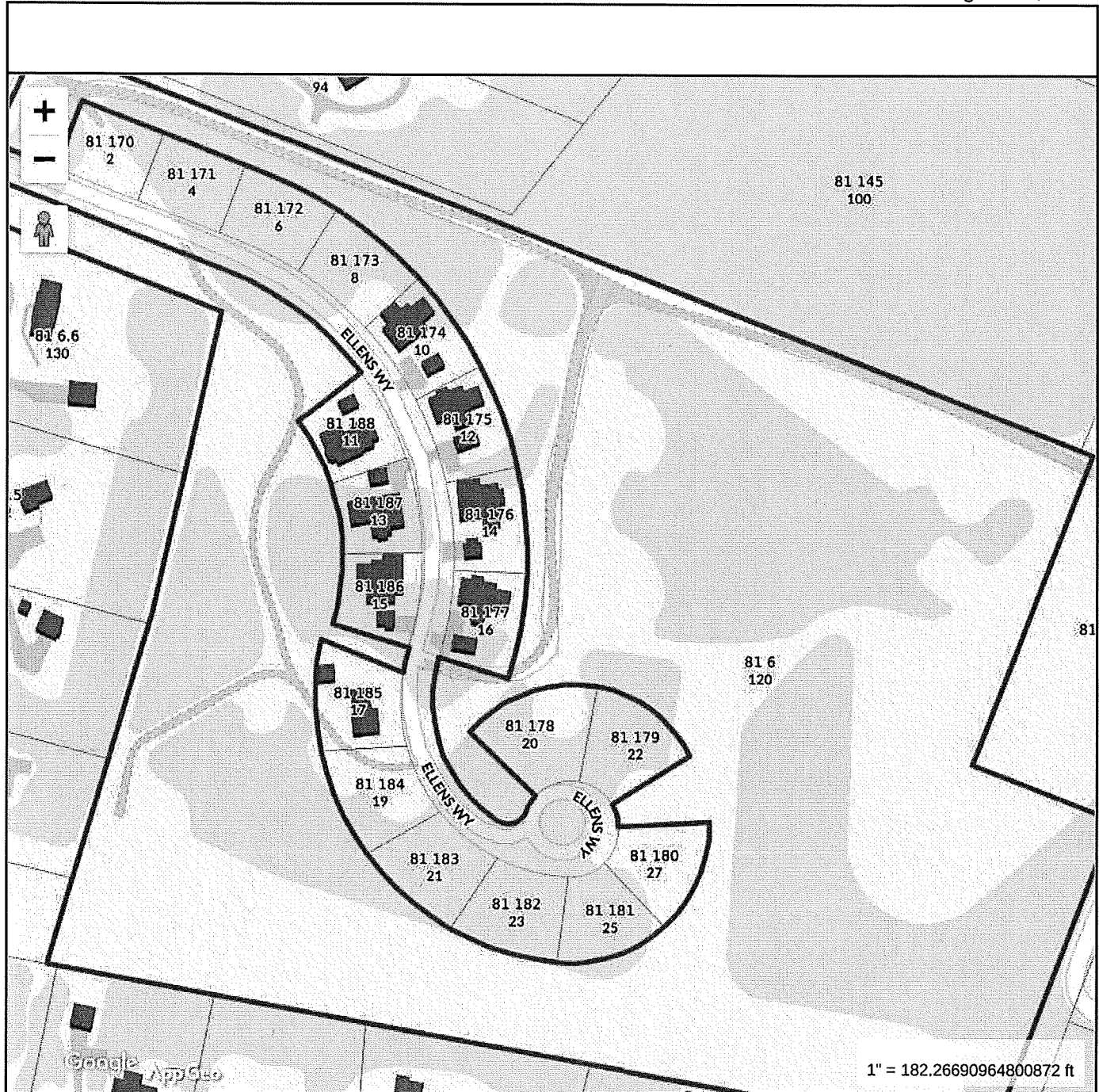
THIS PLAN FILED WITH CERTIFICATE NO. 22185

Adam E. Cole et al.

Nantucket Registry District
March 4, 2011
RECEIVED FOR REGISTRATION
3 O'CLOCK 40 PM

THIS PLAN FILED WITH CERTIFICATE NO 22185

Attest Griffith Ferreira
Assistant Recorder



Property Information

Property ID 81 6
 Location 120 MIACOMET RD
 Owner BLUEFIN PARTNERS LLC



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

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

Geometry updated 08/02/2023
 Data updated Jan. 2021

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



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	9/13/2023

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for preliminary review of Historic Preservation Restriction (HPR) for 23-25 Fair Street to be held by Nantucket Preservation Trust.

Executive Summary

Pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, when an HPR is submitted, it is preliminarily reviewed by the Select Board to give Members opportunity for comments before being sent to Town Counsel for review and an issuance of a report.

Staff Recommendation

Review the HPR and vote to forward to Town Counsel for review and issuance of a report.

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

The HPR purpose is to assure that the architectural, historic, and cultural features of the Building and Property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of the Restriction, the Property and Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or Building that will significantly impair or interfere with the Property's and Building's preservation values will be prohibited.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy



Attachments

Conservation Restriction and Preservation Restriction Policy; cover letter from Nantucket Preservation Trust; draft HPR for 23-25 Fair; letter from Mass. Historical Commission; Deed; GIS map





TOWN OF NANTUCKET

CONSERVATION RESTRICTION AND PRESERVATION RESTRICTION POLICY

Effective date: February 23, 2011

Adopted: February 23, 2011

I. Purpose

This policy is implemented to ensure that proposed conservation and preservation restrictions are submitted to the Board of Selectmen for preliminary review and comment to make certain that a restriction complies with the requirements of Massachusetts General Laws Chapter 184 section 31 and is found to be in the public interest.

II. Policy

Proposed conservation and preservation restrictions must be submitted to the Board of Selectmen for preliminary review and comment, either before or concurrently with a submission to the state Division of Conservation Services or Massachusetts Historical Commission.

III. Process

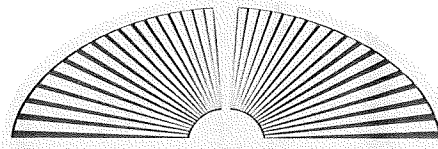
Proponents must submit a copy of a preliminary restriction to the Board of Selectmen requesting review and comment. Once the Board's preliminary review is complete, and the state has reviewed the restriction and it is in its final form, the proponent must then submit the final document to Town Administration which will forward it to Town Counsel for review (see checklist for assembly of Town Counsel package). Once Town Counsel has prepared its report and returned the restriction package to the Board of Selectmen, the restriction will be placed on a Board of Selectmen agenda for final review and approval.

IV. Fee

Proponents of conservation and preservation restrictions are responsible for prompt payment of Town Counsel legal review. The proponent will be sent the legal bill to pay through the Town to Town Counsel. If the Board of Selectmen approves the restriction and once the legal bill has been paid, the restriction will be processed. If timing is an issue, and payment is in process, exceptions may be made.

V. Noncompliance

Any conservation and preservation restrictions submitted to the Board of Selectmen at the final stage, without preliminary review and comment, risk a delay in their approval while the Board of Selectmen reviews the restriction and possibly offers new input on the restriction.



NANTUCKET PRESERVATION TRUST

Preserving the Island's Architectural Heritage

August 28, 2023

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Select Board

Town of Nantucket

16 Broad Street

Nantucket, MA 02554

RE: Nantucket BOS Review of 23-25 Fair Street Preservation Restriction

Dear Chairwoman Holdgate,

I am writing with regard to a pending preservation restriction requiring the Select Board's review.

23-25 Fair Street was constructed c. 1837 for George Folger at the southwest corner of Fair and Charter Street in the "Fish Lots" section of Nantucket Town. In its present form, the George Folger house retains extensive undisturbed Greek Revival style interior and exterior finishes that date from 1837. Notable exterior features include the house's pilastered main entry and moulded window cases with splayed lintels. Interior features of note include a main staircase with a carved acanthus newel and Greek-fret tread-ends, multiple fireplaces with wooden mantelpiece, and other period details. The Folger House is also an example of our history of reuse—the first floor framing visible from the house's crawlspace includes a number of earlier reused carrying timbers—a practice widespread on Nantucket where all building materials needed to be shipped to the island.

We hope the Select Board will agree this property highlights important aspects of Nantucket's cultural and architectural history and should be preserved in this meaningful way. Please contact me with any questions.

With best wishes,

Mary Bergman

GRANT OF HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this ____ day of _____, 2023, by and between PHILIP A. CARPENTER of 469 Whitney Road, Springfield, Vermont 05156 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of Post Office Box 158, Nantucket, Massachusetts 02554 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is owner of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known the George Folger House and numbered as 23-25 Fair Street (hereinafter "the Property"), as described in Grantor's deed dated March 10, 1993 and recorded March 11, 1993 in the Nantucket County Registry of Deeds in Book 409, Page 348, and in Exhibit A attached hereto and incorporated herein, said Property including the following structures:

The George Folger House (hereinafter "the Building") occupies a double lot framed by privet hedges at the southwest corner of Fair and Charter Streets in the "Fish Lots" section of Nantucket. The Building was constructed in 1837 for George Folger and is composed of a two-storey Main Block and one-and-one-half storey Rear Ell, both built of timber-frame construction. In its present form, the Building retains extensive undisturbed Greek Revival style interior and exterior finishes that date from the 1837. Notable exterior features include the house's pilastered main entry and moulded window cases with splayed lintels. Interior features of note include a main staircase with a carved acanthus newel and Greek-fret tread-ends, multiple fireplaces with wooden mantelpieces supported by columns and pilasters, pilaster mouldings with corner blocks at window and doors in the parlor and parlor chamber, broad ogee mouldings at doors and windows in other locations, paneled interior shutters, and paneled doors with original hardware. The south end of the attic of the Main Block contains exposed framing and remnants of nineteenth-century painter's shop including a pigment grinding machinery attached to the frame. The Rear Ell of the Building retains several notable utilitarian details characteristic of the 1830s in its steeply pitched rear staircase and batten doors to service areas.

A contemporary one-storey, wood-frame cottage converted ca. 1960-1980 from a garage built ca. 1909-1923 (hereinafter the "Cottage") stands northwest of the Building at the rear (northwest corner of the lot) and

constitutes a modern element that does not contribute to the historical significance of the Property. A wooden storage block of less than one-story height (hereinafter the "Storage Block") stands on concrete pads east of the Cottage near the north boundary of the lot and constitutes a modern element that does not contribute to the historical significance of the Property.

WHEREAS, the Property and the Building contribute to the historic setting of the surrounding historic district;

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in local, state, and national history and culture under the provisions of Mass. Gen Laws c. 184, §§31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a charitable corporation whose primary purposes include the preservation of historically significant buildings and is a qualified to accept preservation restrictions under the Act;

WHEREAS, the Building and Property are significant for their architectural design and historic uses that reflect the economic, aesthetic, and cultural history of Nantucket, Massachusetts, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, the Building and Property are a contributing resource to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2012, are located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970; are included in the State Register of Historic Places, are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter the "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the preservation values of the Building and the Property are documented in a set of reports, drawings, and photographs (hereinafter the "Baseline Documentation") attached hereto and incorporated herein by reference as Exhibits A, B, C, and D, which Baseline Documentation the parties agree provides an accurate representation of the Building Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (Exhibit A); (2) Nantucket Assessor's Map #42 detail depicting Parcel 42.3.2.194 (Exhibit B); (3) a set of eleven (11) exterior and twenty-one (21) interior photographs produced by Brian Pfeiffer, dated February 2, 2020, and four (4) interior photographs of the attic produced by Rita Carr, dated March 29, 2022, (Exhibit C); "George Folger House," Massachusetts Historical Commission Inventory Form B prepared by Brian Pfeiffer and Rita Carr, dated July 27, 2022 (Exhibit D); copies of said Baseline Documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property and the Building will assist in preserving and maintaining the Property and the Building, and its architectural, historic, and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Property and the Building pursuant to the Act;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter "the Restriction") in gross in perpetuity over the Building and the Property.

1. PURPOSE. It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Property and the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or the Building that will significantly impair or interfere with the preservation values of the Property or the Building is hereby prohibited.

2. GRANTOR'S COVENANTS.

2.1 **Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain, replace, repair, and reconstruct the Building, as hereinafter set forth, as necessary to preserve the Building in substantially the same structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall also require that the Property's open space area to the north of the Building

be preserved as open space. Subject to the casualty provisions of Paragraphs 7 and 8 of this Restriction, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the exterior of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that, pursuant to Paragraph 6(c) hereof, does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as Exhibit E and hereinafter referred to as the "Restriction Guidelines." Grantor's obligation to maintain shall be subject to the provisions of Paragraphs 3.1(f) and 6(b) hereof.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

- (a) the Building shall not be demolished, removed, re-located, or razed except as provided in Paragraphs 7 and 8 hereof;
- (b) nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from Fair or Charter Streets;
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (d) the Property shall not be divided or subdivided in law or in fact, except for minor lot line adjustments that do not result in the creation of additional buildable lots; and
- (e) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded, may be created on the Property.

3. GRANTOR'S CONDITIONAL RIGHTS.

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions on the Building:

(a) alter the following features of the Building, subject, however, to the maintenance covenants of Paragraph 2.1 hereof:

- (1) exterior massing: the footprint, roof planes, chimney placement of the Building;
- (2) structural elements: foundation walls, chimney bases and stacks, internal timber-frame construction including all sills, posts, plates, girts, tie-beams, joists, studs, wind braces, rafters, purlins, ridgepoles, and other timber-frame elements of the Building;
- (3) exterior architectural features of the Building including the façade (east elevation), south, west and north elevations of the Main Block, and the south, west, and north elevations of the Rear Ell; such protected architectural features shall include:
 - a. all rubble-stone and brick foundation walls, the central-chimney cap, and the chimney cap at the Rear Ell;
 - b. all windows, window sash, splayed window caps, window mouldings, and window frames;
 - c. all wooden trimmings including the main (east) entry, rear (south) entry at the Rear Ell, rear (north) entry at the Rear Ell, rounded corner boards, boxed cornices, and moulded rake boards; and
 - d. all roof surfaces;
- (4) the floor plan of the Building (including both the Main Block and Rear Ell) at their first and second storeys, and at the attic of the Main Block shall not be modified; existing doorways, partitions, staircases, hallways, closets and other spaces shall be maintained as they now exist;
- (5) interior architectural features and finishes of the Building at the first and second storeys (including the Main Block and Rear Ell); such protected features shall include:
 - a. all existing wooden floors, lime plaster walls, lime plaster ceilings, and cornices; all chair-rails, baseboards, doors and door cases, door hardware, windows and window cases, paneled window bases, paneled interior shutters; all five fireplaces (four currently open and one blocked), hearths, and mantelpieces;
 - b. the front staircase (southeast room at Main Block) between the first and second storeys, and the rear staircase (west of the kitchen in the Rear Ell) between the first and second storeys,

- including all newels, railings, balusters, treads, risers, cupboards, and closets;
 - c. the attic staircase that rises from the second storey of the ell to the attic of the Main Block in a closed well of vertical sheathing boards with wooden treads and risers;
 - d. the south end of the attic including its exposed framing, surviving pigment grinder, and paint evidence of the painter's shop that once existed in this space; and
 - e. all original hardware including mortise locks, thumb latches, butt hinges HL hinges, and wrought-iron gudgeons at fireplaces;
- (b) erect or replace any external signs or external advertisements except: (i) such plaque permitted under Paragraph 12.8 of this Restriction and (ii) a sign stating solely the address of the Property;
- (c) make permanent substantial topographical changes to the Property;
- (d) construct additional service structures, or enlarge or re-configure existing service structures or paving;
- (e) change the use of the Building and the Property to any use which Grantee reasonably determines would conflict with the Purpose of the Restriction; and
- (f) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that reasonably may be expected to make material changes in the exterior appearance, materials, or workmanship of the protected features of the Building, except as otherwise provided herein.

3.2 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 Review of Grantor's Requests for Approval. In connection with Grantee's approval of the conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications, and designs, and Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within forty-five (45) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall

certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4. **STANDARDS FOR REVIEW.** Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Property or the Building for the sole purpose of evaluating any construction to or alteration, repair, maintenance, or reconstruction of the exterior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

5. **PUBLIC ACCESS.** Grantor shall not block views of the Building from the public rights of way on Fair and Charter Streets either by intentional planting or fencing; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library.

6. **GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE.** Subject to the provisions of Paragraphs 2.1, 2.2, 3.1 and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

- (a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;
- (b) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building.

Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of Paragraph 3 of this Restriction;

- (c) the right to continue all manner of existing residential use and enjoyment of the Building, Cottage, and Property, including but not limited to the right to maintain existing walkways and driveway with the use of same or similar surface materials; the right to maintain existing utility lines and plantings; the right to cut, remove, and clear grass or other vegetation, and the right to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and Paragraphs 2 and 3 of this Restriction;
- (d) the right to renovate, update, and otherwise alter or change the interior of the Cottage provided that such renovations, updating or alterations shall not require the enlargement of the Cottage;
- (e) the right to conduct in the Building or on the Property activities that are not inconsistent with the protection of the preservation values of the Property and the Building; and
- (f) The right to make such modifications to the Building as may be required by governmental entities to comply with local, state or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of such damage or destruction, such notification to include what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and

- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION.** If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A" or better by Best's for the guaranteed building cost against loss from perils commonly insured under

standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. **INDEMNIFICATION.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **TAXES.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

12. **ADMINISTRATION AND ENFORCEMENT**

12.1. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, registered, or certified

mail with return receipt requested, or hand delivery; if to Grantor, then to the Philip A. Carpenter, 469 Whitney Road, Springfield, Vermont 05156, and if to Grantee, then to Nantucket Preservation Trust, Inc., at 11 Centre Street, P.O. Box 158, Nantucket, Massachusetts 02554.

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12.3. Inspection. Grantee shall be permitted to conduct an annual inspection of the Property, including the exterior and interior of the Building, in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. Grantee's Remedies. Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the

effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 Liens. Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 Plaque. Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

13. BINDING EFFECT; ASSIGNMENT.

13.1 Runs with the Land. Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or

any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 **Assignment.** Subject to Grantor's consent, which consent shall not be unreasonably withheld, Grantee may convey, assign, or transfer this Restriction to a local, state, or national organization that qualifies under the Act to hold preservation restrictions whose purposes, *inter alia*, are to include the preservation of historically significant buildings or sites, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

13.3. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

14. **EXTINGUISHMENT.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Buildings in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but shall not be limited to, partial or total destruction of the Buildings resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approvals following public hearings by the Town of Nantucket and the Massachusetts Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

15. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and

Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property and the Building during the term of

the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws, including the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Restriction on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on _____, 2023.

GRANTOR

BY: _____
Philip A. Carpenter

GRANTEE

Nantucket Preservation Trust, Inc.

BY: _____
Alison Potts, President

BY: _____
Bill Moore, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Philip A. Carpenter, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared the above-named Alison Potts, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared the above-named Bill Moore, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

Notary Public
My Commission Expires:

APPROVAL BY SELECT BOARD OF THE TOWN OF NANTUCKET

We, the undersigned members of the Select Board of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on _____, 2023, the Select Board voted to approve the foregoing Grant of Preservation Restriction by Philip A. Carpenter to the Nantucket Preservation Trust, pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.

TOWN OF
NANTUCKET By its
Select Board

Dawn E. Hill Holdgate, *Chair*

Brooke Mohr, *Vice Chair*

Matt Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, 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, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Brooke Mohr, 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, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Matthew G. Fee 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, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Thomas M. Dixon, 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, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Malcolm W. MacNab, 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, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

Notary Public

My Commission Expires: _____

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

Notary Public

My Commission Expires _____

SCHEDULE OF EXHIBITS

- A. Legal Description**
- B. Nantucket Assessor's Map 42 showing parcel 42.3.2.194**
- C. Documentary Photographs**
- D. Massachusetts Historical Commission – Survey Form B**
- E. Restriction Guidelines**

EXHIBIT A

Legal Description

All the land and buildings in the Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

Parcel 1:

EAST	by Fair Street;
SOUTH	by land now or formerly of Earl S. and Lelia C. Ray, formerly of Sophia I. Coffin;
WEST	by said Ray's land and by land formerly of Edward G. Swain; and
NORTH	by land to be hereinafter described.

Containing about 2850 feet.

Parcel 2: Also a parcel of land, adjoining the above described, bounded:

EAST	by Fair Street forty-two (42) feet;
SOUTH	by land herein first described ninety (90) feet;
WEST	by land formerly of Edward G. Swain, forty-two (42) feet; and
NORTH	by Charter Street, ninety (90) feet, being all of said measurements, more or less.

Being the same premises conveyed to Philip A. Carpenter by Mary Grace Carpenter by deed recorded on March 11, 1993, with the Nantucket Registry of Deeds in Book 409, page 348.

EXHIBIT B

Nantucket Assessor's Map #42 showing 23-25 Fair Street - Parcel 42.3.2.194 outlined in blue

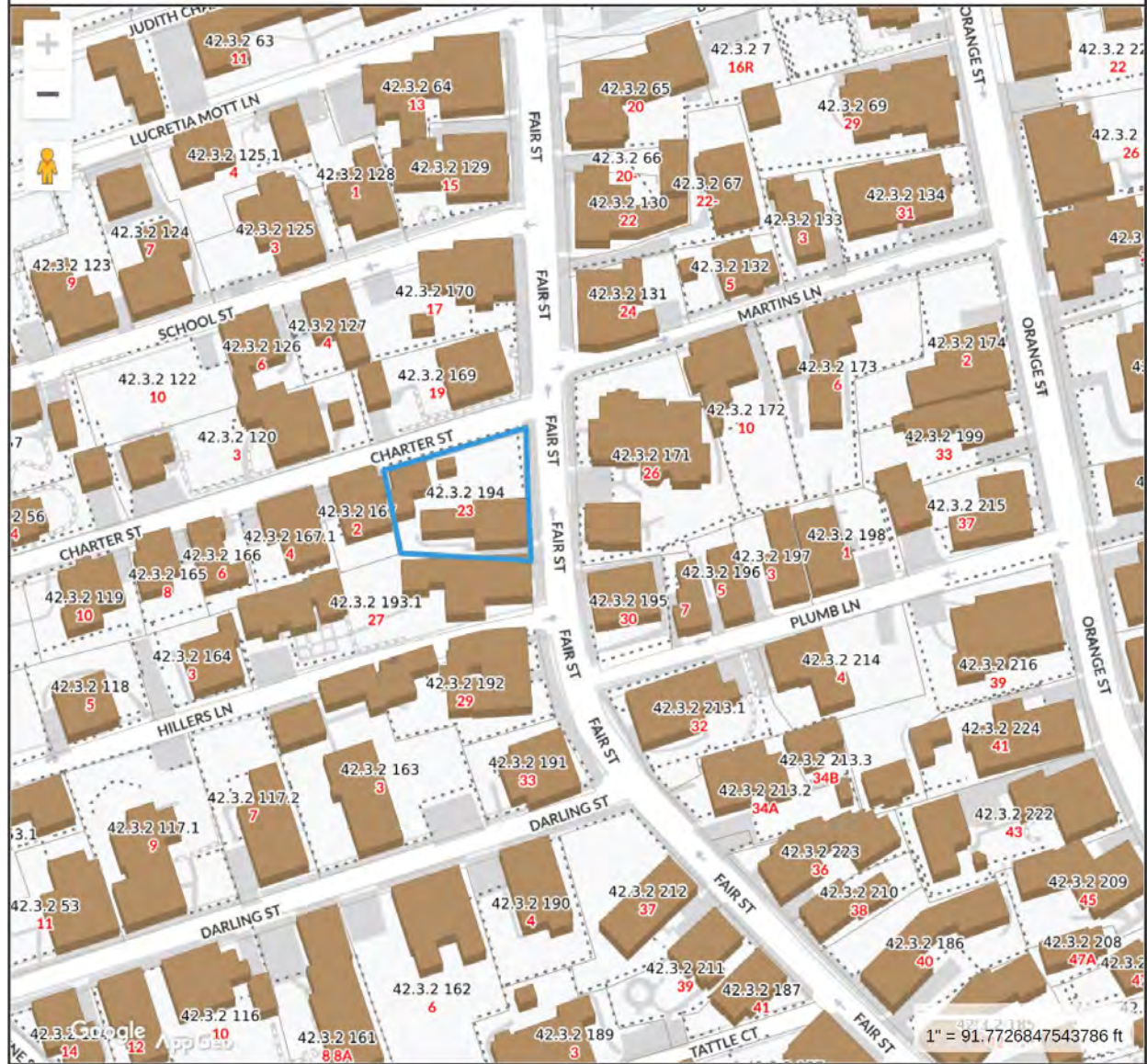


EXHIBIT C

Nineteen pages of b&w documentary photos dated February 3, 2020 to be inserted from Power Point pages provided by BP – blank pages inserted in this document to preserve page numbers of the exhibits following EXHIBIT C



Photo #1 – façade (east elevation)



Photo #2 – façade (east elevation) – detail of entry & typical window surround



Photo #3 – north elevation of house, side yard, and partial east elevation of cottage (photo right)

EXHIBIT C



Photo #4 – north elevation of man block of house



Photo #5 – north elevation of rear ell



Photo #6 – west & partial south elevation of rear ell



Photo #7 – south elevation of rear ell & partial west elevation of main block of house



Photo #8 – south & partial west elevation of main block of house



Photo #9 – interior 1st floor main stair hall (southeast room)

EXHIBIT C



Photo #10 – interior 1st floor main stair hall (southeast room)



Photo #11 – interior 1st floor front parlor (northeast room)

EXHIBIT C



Photo #12 – interior 1st floor front parlor (northeast room)



Photo #13 – interior 1st floor front parlor (northeast room)



Photo #14 – interior 1st floor study (northwest room)



Photo #15 – interior 1st floor study (northwest room)

EXHIBIT C



Photo #16 – interior 1st floor dining room (southwest room)



Photo #17 – interior 1st floor dining room (southwest room)

EXHIBIT C



Photo #18 - interior 1st floor kitchen in rear ell showing east wall and door at junction with main house



Photo #19 – interior 1st floor kitchen at rear ell showing batten doors to rear staircase (photo right) and west utility room (photo center)



Photo #20 – interior 1st floor at rear ell showing rear staircase with lime plaster wall & original stair treads & risers



Photo #21 - interior 2nd floor main stair hall (southeast room)

EXHIBIT C



Photo #22 – interior 2nd floor main stair hall (southeast room)



Photo #23 – interior 2nd floor parlor chamber (northeast room)

EXHIBIT C



Photo #24 – interior 2nd floor parlor chamber (northeast room)



Photo #25 – interior 2nd floor study chamber (northwest room)

EXHIBIT C



Photo #26 – interior 2nd floor study chamber (northwest room)



Photo #27 – interior 2nd floor dining room chamber (southwest room)

EXHIBIT C



Photo #28 – interior 2nd floor dining room chamber (southwest room)



Photo #29 – interior 2nd floor interior at rear ell showing east wall and door at junction with main house (dining room chamber)

EXHIBIT C



Photo #30 – interior 2nd floor at rear ell showing rear staircase with beaded-board sheathing & original stair treads & risers



Photo #31 – 2nd floor attic staircase with batten door, Norfolk latch & iron box lock

EXHIBIT C



Photo #32 – attic showing central chimney, roof framing & tongue & groover board partition that frames room at north side of attic

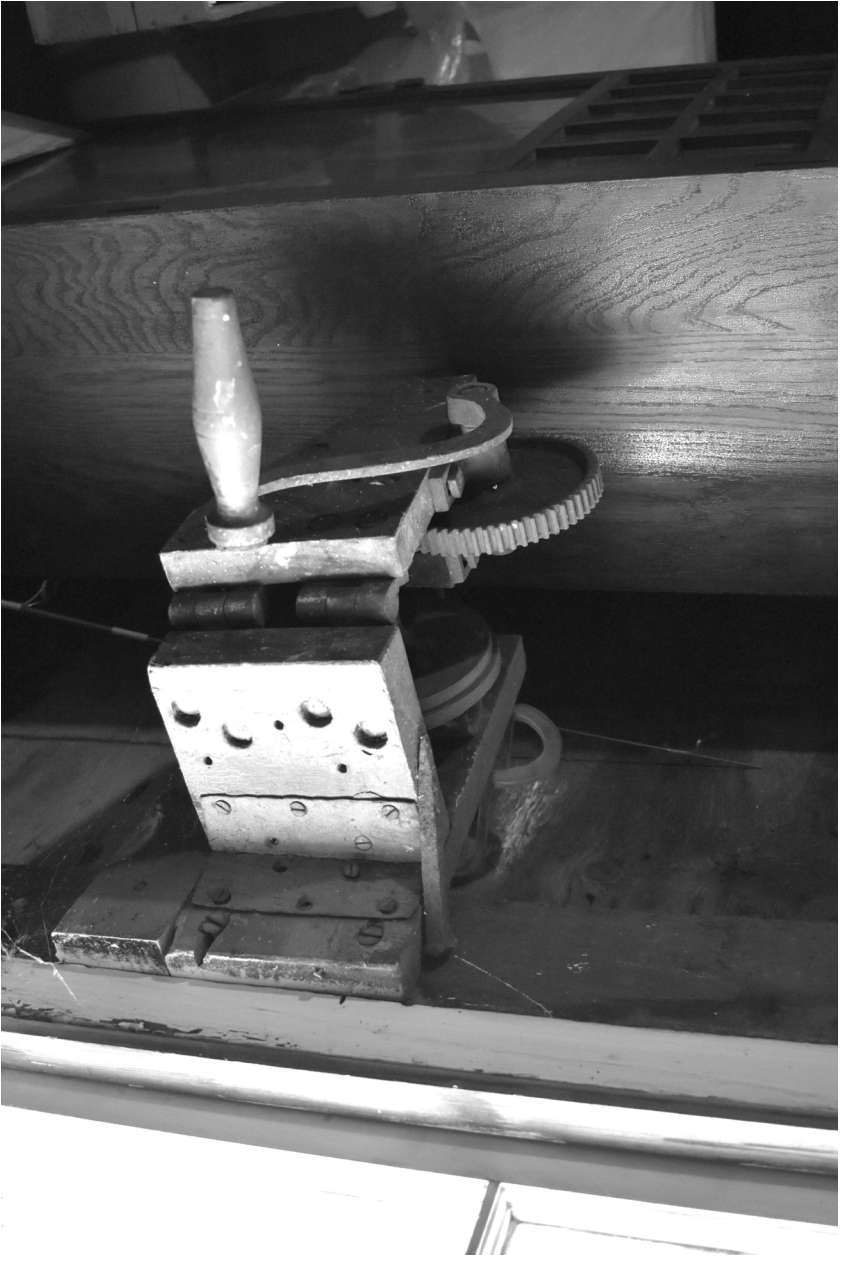


Photo #33 – attic – paint pigment grinder attached to post at south window

EXHIBIT C



Photo #34 – Cottage – north elevation



Photo #35 – Cottage exterior – (left to right) south & east elevations



Photo #36 – Cottage – west elevation

EXHIBIT D

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



Locus Map



Recorded by: Brian Pfeiffer & Rita Carr

Organization: Nantucket Preservation Trust

Date (month / year): July 27, 2022

[NOTE: an additional Form B for 23 Fair Street dated June 2022, has been prepared by the Public Archaeology Laboratory, Inc. and is on file at the Massachusetts Historical Commission.]

Assessor's Number USGS Quad Area(s) Form Number

42.3.2 194

Nantucket

NAN.C
NAN.D

NAN.3130
NAN.3131

Town/City: Nantucket

Place: (*neighborhood or village*): Old Town

Address: 23-25 Fair Street

Historic Name: George Folger House

Uses: Present: residence

Original: residence

Date of Construction: 1837

Source: deeds & physical examination

Style/Form: Greek Revival half house

Architect/Builder: unknown

Exterior Material:

Foundation: rubble stone and brick

Wall/Trim: wooden clapboards (façade),
weathered shingles (rear), painted wood corner
boards, rake boards & cornice

Roof: pitched roofs with asphalt shingles

Outbuildings/Secondary Structures: former garage
converted to guest cottage; Storage Box

Major Alterations (*with dates*): minor alterations to two
kitchen doors at rear ell and re-glazing of two windows at
rear ell with large panes of glass; garage converted to
cottage late 20th c.

Condition: Excellent

Moved: no ☒ yes ☐ **Date:**

Acreage: 0.11 acres

Setting: densely built area of wood-frame houses dating
from ca. 1730-1850; area known historically as the Fish
Lots

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET

23-25 FAIR STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NAN.C,
NAN.D

NAN.3130,
NAN.3131

☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The George Folger House stands at the southwest corner of Fair and Charter Streets in a section of Nantucket that was known as the Fish Lots when it was laid out as building lots in the eighteenth century. The area surrounding the lot is densely built with two-storey timber-frame houses dating predominantly from the late eighteenth century and the first fifty years of the nineteenth century. In addition, there are scattered one-storey cottages located primarily on the smaller cross streets. The Folger House stands at the south side of its rectangular lot with an open lawn on the north side of the lot. In addition to the Folger House, the property contains a former garage that has been expanded to create a one-storey cottage (mid-twentieth century) and a large wooden storage case with a shed roof and sliding door on its north face; this storage structure is shown on Assessor's maps although it is not a habitable structure. The north and east sides of the lot are lined with a privet hedge that surrounds the lawn. The west lot line is marked by an unpainted, contemporary board fence except where the west elevation of the cottage sits on the boundary. The south side of the lot contains a brick-paved driveway abutting the south elevation of the house; a neighboring Greek Revival style house of the same period as the Folger House stands on the lot line at the eastern end of the parcel while a board fence marks the boundary at the western end of the lot.

The Folger House is composed of two sections, namely, a two-storey Main Block and a one and one-half storey Rear Ell. Both sections are supported by piers that frame crawl spaces. The façade (east elevation) of the Main block's foundation is made of painted brick, while the south elevation is composed of sections of brick with concrete-block infill between them, suggesting that the foundation may once have been partially enclosed with boards or allowed to be open to the weather. The north elevation of the Main Block's foundation has been plastered with a cementitious coating; its original details are not visible. Similarly, the exposed foundations of the Rear Ell have a mixture of cementitious coatings and concrete blocks which indicate that the original foundation cap was re-built or coated in the mid-20th century.

Main Block Structure: The Main Block of the house has a nearly square floor plan that rises two full storeys to a pitched roof which contains a largely unfinished attic. The roof is covered with asphalt shingles and a central chimney rises through its ridge near the center of the structure. Typical of many Nantucket Houses, this chimney is not composed of a single stack with fireplaces on three sides, but rather is composed of two separate bases set on grade. These bases are aligned such that the fireplaces at the first storey stand adjacent to each other in a single row extending south to north, as do the two fireplaces at the second storey. Flues rise within the row of fireplace to form a single stack that rises from the attic floor through the roof. Sections of the chimney that are exposed to weather or to fire are laid in lime mortar, while the cores of the stacks are laid in clay/earthen mortar. The house is of timber-frame construction in which oversized re-used timbers have been used as major carrying beams at the first floor. Visible roof framing at the attic indicates that it was purpose-cut for the house and was not salvage from an earlier building. Other timbers at the first and second storeys are concealed within the walls.

Main Block Exterior: Elevations have the same elements and trimmings with the sole exceptions that the façade (east elevation) is clad with painted clapboards, while the three rear elevations are clad with unpainted weathered shingles, and that the façade cornice is more elaborately trimmed than the rear cornice. Building corners are trimmed with painted boards that have a recessed quarter-round profile at the actual building corners. The east cornice is composed of a narrow fascia and projecting cornice with a curved soffit; a wooden gutter is mounted on its face. The west (rear) cornice consists of a narrow fascia with a wooden gutter attached directly to it. Gable ends (south and north) are trimmed with wide moulded rake boards the bottom edges of which are beaded. All sash is 6/6 single-glazed wood and was set in cases framed with half-round mouldings at the jambs and window head which is surmounted by a trapezoidal wooden lintel at the head. Windows have 2" sills. The majority of original window trimmings survive excepting several partial alterations.

Continuation sheet 1

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET

23-25 FAIR STREET

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NAN.C,
NAN.D

NAN.3130,
NAN.3131

1. **Façade (east elevation):** Reflecting the house's interior plan, the façade is asymmetrically arranged at the first storey with a main entry at its southern bay and two evenly spaced windows at its northern two bays lighting the parlor; the second storey has three windows. The main entry is derived from plates published as "Tuscan" by Asher Benjamin in the 1830s; it is framed by paneled pilasters that rise to a wide entablature and deep cornice. Within this frame there is a single Colonial Revival style six-panel door (ca. 1950-75) flanked by six-light sidelights.
2. **South elevation:** This gable end contains two widely spaced windows at the first storey, three windows at the second, and a single window centered in the gable. The center window of the second storey is framed with flat stock and appears to have been added in the twentieth century as its interior trimmings do not match Greek Revival style window cases on the interior. The gable window is also framed by flat stock without the decorative trimming found on other windows of the Main Block; this condition seems likely to be the result of an alteration as the window location appears original.
3. **Rear (west) elevation:** The rear elevation is largely covered by the Rear Ell which is centered on it. Single windows flank the ell at both the first and second storeys. The second storey window at the south end of the elevation retains its original window trimmings, while the two first-storey windows retain their half-round mouldings but have suffered the removal of their trapezoidal lintels. The north window at the second storey has been rebuilt with flat stock, although the window location is original.
4. **North elevation:** This gable end contains two widely spaced windows at the first and second storeys and a single window centered on the gable. All windows retain their original trim of half-round jambs and heads with trapezoidal lintels.

Rear Ell Exterior: The Rear Ell is a service wing with a rectangular floor plan centered on the rear (west) wall of the Main Block of the house. It stands on a foundation wall that has been plastered with a cementitious render (mid-20th century) above which the structure is one and one-half storeys high of timber-frame construction enclosed by a pitched roof the ridge of which is set at right angles to the roof of the Main Block. The roof is clad with asphalt shingles. A single-flue brick chimney with a clay chimney pot rises through the ridge of the roof near the mid-point of the ell where it originally vented a stove. Elevations are clad with unpainted weathered shingles trimmed with undecorated painted flat stock at corner boards, window cases, and door frames. The eaves (north and south) are finished with a narrow fascia to which wooden gutters are attached.

1. **South elevation:** Asymmetrically arranged, the south elevation contains (moving from east to west), two full-sized 6/6 windows that provide light to the kitchen, a smaller 6/6 window that provides light to a passageway by the rear staircase, a mid-20th century door composed of two horizontal panels surmounted by a panel of four lights, and a six-light hopper that provides light to a rear storage area. The exterior doorway is approached from a stoop of pressure-treated wood (ca. 2000-2015). The second storey has two widely spaced windows, each double-hung 3/3.
2. **Rear (west) elevation:** This gabled elevation is blank at the first storey with the exception of a small 4-light casement set in flat-stock trim at its north corner. The second storey as a single 6/6 window set in a flat-stock case, and the attic has a small ventilation louver centered beneath its ridge.
3. **North elevation:** Also asymmetrically arranged, the north elevation contains a variety of window configurations. Moving from east to west, the first storey has a Colonial Revival style six-panel door the upper two panels of which are glazed, next to which is a laterally sliding sash window composed of two sash with two panes each. Toward the mid-point of the wall is a single 1/1 window that provides light to a pantry, while toward the west end of the elevation there is a 3/3 window that provides light for a storage room. The second storey has two 3/3 windows, one toward each end of the elevation; between these toward the center of the elevation is a single-pane casement. The kitchen door at the first storey is approached from a stoop of pressure-treated wood (ca. 2000-2015).

Two non-historic structures stand on the parcel; these are:

Cottage: The Cottage is a one-storey structure composed of two sections both of which rest on concrete footings and are of stick-built construction. The northern section is the larger of the two with a gable set facing Charter Street; it appears to have been built initially as a garage. The smaller section is attached to the south wall of the original structure and appears to have been added to contain a kitchen and/or plumbing. Roofs are covered with asphalt shingles; walls are clad with weathered wood shingles, and all trimmings are flat stock. Windows are small-scale 6/6 and 3/3; the two doors are contemporary Colonial Revival style doors with raised panels and glazed upper panels. All visible finishes appear to post-date 1980.

Storage Box: Located behind a hedge near the north property boundary, the storage box is a substantially built structure, less than one-storey high with a shed roof and sliding door on its north face. It was constructed for storage of yard goods ca. 2000.

Continuation sheet 2

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET

NANTUCKET

23-25 FAIR STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NAN.C, NAN.D	NAN.3130, NAN.3131
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HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The George Folger House stands in a section of Nantucket known as the "Fish Lots." Laid out by the Town as one of the early divisions of common lands in 1717, the Fish Lots originally contained 27 long, relatively narrow lots straddling Fair Street, which was created by the plan. After the initial grants of land, owners subdivided the original lots into smaller house lots, and many of the side lines of the original lots (north and south boundaries) became lanes that now make up a bent grid of streets encompassing modern Fair, Orange and Pleasant Streets and the various cross-streets that connect them. By the 1840s, the area achieved its present appearance and density of construction with timber-frame houses closely spaced and built out to the street frontage of their lots.

Following the pattern of development seen throughout the Fish Lots, the Folger House was built on a subdivided portion of Fish Lot #22 in 1837. Several adjoining parcels were owned by members of the Folger family as early as 1822-1824. In 1837, George G. Folger (1788-1856) acquired the land at 25 Fair Street from his brother Phillip H. Folger (1792-1865) with a house "known by the name of Zephaniah Pinkham House. [Deed Book 36, page 30] It is probable that the Pinkham House was either moved to another location or taken down at the time of purchase, and the present house was built in its place. Support for this speculation comes from the frequency with which buildings were advertised for sale or auction in Nantucket in the 1830s with the requirement that they be removed from their sites. As an auctioneer, George Folger may have conducted such auctions. In addition, the design of the house, the layout of its floorplan and central chimney, and its interior finishes are all consistent with a construction date of 1837 and match those found in other houses of the 1830s throughout the town. First-floor framing is visible from the house's crawlspace and includes a number of earlier, re-used carrying timbers – a practice that was widespread on Nantucket where all building materials needed to be shipped to the island.

George G. Folger was married to Anna Barker (May 20, 1788-July 20, 1835) with whom he had three children: Sarah (b. 1810), Francis (1813-1862), and Rebecca Ann (1816-1875). An Overseer of the Poor for Nantucket, active in the temperance movement, and, politically, a Whig. Folger retained ownership of the house until 1852 when he sold it to thirteen individuals whose connection to Folger is unclear, as none bears the name Folger. [Deed Book 52, page 50] This group retained ownership of the house until 1861 by which time the number of owners had increased to sixteen, presumably through inheritance from deceased members of the initial group of buyers.

On January 21, 1861, the property was acquired by Eliza Barney (née Coleman, 1797-1861 of New Bedford) who bequeathed the house to Alexander J. Macy (1820-1884) who occupied the house with his wife and children at the time of Barney's death. [Bristol County Probate Records, Volume 184, pp.658, 659.] Alexander Macy is identified as a house painter in historical documents and, presumably, the pigment grinder at the south gable of the house dates from his period of occupancy. Following the death of Macy (February 28, 1884) and his wife, Elthina Hitchings Macy (September 2, 1894), the property passed to their three children under the terms of Eliza Barney's will.

BIBLIOGRAPHY and/or REFERENCES

Coffin, William Jr., "MAP OF THE TOWN OF NANTUCKET, in the State of MASSACHUSETTS. SURVEYED BY WM. COFFIN JR. 1834." Nantucket: Henry Clapp, 1834.

Bristol County Probate Records, Volume 184, pp.658, 659.

Nantucket Count Registry of Deeds: Bk. 31, p. 265, April 19, 1831; Bk 36, p. 302, March 24, 1837; Bk. 50, p. 52, May 17, 1852; Bk. 56, p. 315, January 21, 1861; Bk. 65, p. 39, 1877; Bk. 80, p. 441-445, 1897.d

Continuation sheet 3

EXHIBIT E

RESTRICTION GUIDELINES

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Nantucket Preservation Trust (NPT) is required for any Minor Maintenance that is reasonably expected to change materially the appearance, materials, colors or workmanship of the Building or Property from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, or workmanship from that existing prior to the maintenance does not require NPT review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.

Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS

Minor: Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by the NPT in order to assess their impact on the historic integrity of the Property and Building.

The Grantor shall notify NPT in writing when any of the aforesaid Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the NPT to review proposed alterations and assess their impact on the integrity of the Property and the Building, not to preclude future change. NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 7, 2023

Mary Bergman
Executive Director
Nantucket Preservation Trust
PO Box 158
Nantucket, MA 02554

RE: Draft Preservation Restriction Agreement, 23 Fair Street (aka George G. Folger House), Nantucket, Massachusetts (MHC # NAN.3130, NAN.3131)

Dear Ms. Bergman:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the draft Preservation Restriction Agreement for the above-referenced property. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The George G. Folger House, 23 Fair Street, Nantucket, is a contributing property to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark in November 13, 1966, as amended on October 16, 2013, is located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, and as a result of the foregoing is also included in the State Register of Historic Places. The George G. Folger House is historically significant for its architecture, associations, and/or archaeology, and qualifies for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33.

MHC staff have the following comments on the draft Preservation Restriction Agreement:

- 1) Page 1. First Recital. The Assessors' Parcel map is not a legal boundary and shouldn't be cited as such in this recital. Please also note also there is an error in the Grantor's deed citation on line 7, which has a typo: it is Book 409, Page 348, not Book 409, Page 318. Please revise as follows:
"WHEREAS, Grantor is owner of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known as the George Folger House and numbered as 23-25 Fair Street (hereinafter "the Property"), as described in Grantor's deed dated March 10, 1993 and recorded March 11, 1994 in the Nantucket County Registry of Deeds in Book 409, Page 348, and in Exhibit A attached hereto and incorporated herein, said Property including the following structures:"
- 2) Page 1. First Recital. Description of the Building. Please reference the presence of the "Storage Block" on the Property. We don't have access to the cited maps, but recent research (see enclosed) by the Public Archaeology Laboratory, Inc. for the Nantucket Historical Commission identifies the Cottage building as originally built as a garage between 1909 and 1923 (based on Sanborn insurance maps), rather than between 1923 and 1949 as stated here.

- 3) Page 2. Sixth Recital. Please note that the amendment to the Nantucket Historic District National Historic Landmark took place in 2012, not 2013. Please revise to: "WHEREAS, the Building and Property are a contributing resource to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark in November 13, 1966, as amended on October 16, 2012, are located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, are included in the State Register of Historic Places, are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act;"
- 4) Page 2. Eighth Recital. Line 4. Please revise to "...herein by reference as Exhibits A, B, C, and D, which Baseline..."
- 5) Page 2-3. Ninth Recital. Please revise to: "Whereas, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (Exhibit A); (2) Nantucket Assessor's Map #42 detail depicting Parcel 43.3.2.194 (Exhibit B); (3) a set of eleven (11) exterior and twenty-one (21) interior photographs produced by Brian Pfeiffer, dated February 2, 2020, and four (4) interior photographs of the attic produced by Mary Bergman, dated March 29, 2022 (Exhibit C); "George Folger House," Massachusetts Historical Commission Inventory Form B prepared by Brian Pfeiffer and Rita Carr, dated July 27, 2022 (Exhibit D); copies of said Baseline Documentation to be kept on file at the offices of the Grantee;"
- 6) Page 3. Tenth Recital. Lines 2 and 3. Delete "the exterior of". The restrictions include both the exterior and interior of the Building
- 7) Page 3. Eleventh Recital. Line 2. Delete "the exterior of".
- 8) Page 3. Grant and Convey. Delete "and pursuant to Section 170(h) of the Code". However, if these restrictions are in fact intended to be conveyed for the purposes of a federal income tax charitable contribution deduction, then please provide MHC with a copy of Certified Historic Structure Part 1 form for the property with the signature approval of the National Park Service.
- 9) Page 3. Paragraph 1. Lines 8 and 9. Delete "the exterior of".
- 10) Page 3. Paragraph 2.1. Lines 2 and 3. Again, delete "the exterior of".
- 11) Page 6. Paragraph 3.1(a)(5)(d). Line 3. Please correct "that once existed this space" to "that once existed in this space".
- 12) Page 7. Paragraph 4. Line 3. Delete "the exterior of". Lines 3-4 Delete "or to the extent necessary to inspect the interior of the Building". This should read "...to inspect the Property or the Building for the sole purpose of evaluating..." It is not clear why exterior/interior distinctions are introduced here.
- 13) Page 7. Paragraph 6(b). Line 3. Delete "exterior".
- 14) Page 8. Paragraph 6(e). Line 3. Delete "exterior".
- 15) Page 15. Paragraph 17. Line 5. Delete "Section 501(c)(3) of the Code and". See note above.
- 16) Page 15. Paragraph 18. Line 3. Delete "the exterior of".

17) Page 46. Exhibit D. Please note that an MHC Inventory Form B for 23 Fair Street was completed in June 2022 by the Public Archaeology Laboratory, Inc. for the Nantucket Historical Commission as part of a historic properties survey of the Fish Lots neighborhood, and is on file with the MHC (see copy enclosed). MHC inventory IDs have been assigned to both the George Folger House (NAN.3130) and the former garage/cottage (NAN.3131).

18) Page 46. Exhibit D. Right column.

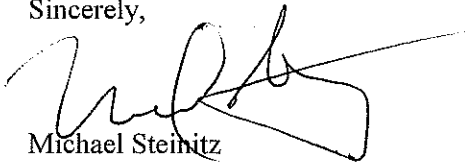
- a. Please complete the Area(s) box: NAN.C, NAN.D.
- b. Please complete the Form Number box: NAN.3130, NAN.3131.
- c. Address. Given on the form as 25 Fair St. However, the Assessor address (and that shown on the locus map on the Form B) for the Property is 23 Fair St., and the Deed references 23-25 Fair St.
- d. Outbuildings/Secondary Structures: add Storage Box
- e. Major Alterations: add garage converted to cottage late 20th c.

19) Page 49. Exhibit D. Historical Narrative. While not presently noted on the Inventory Form B, numerous records identify the occupation of Alexander J. Macy (1820-1884) as a painter, so the paint pigment grinder in the attic seems likely to the period of his ownership/occupation of the Building.

Please provide MHC with a complete revised draft agreement, including all exhibits, incorporating the comments included in this letter. When the agreement is in final form, MHC will provide a pre-signature approval letter, at which time the agreement may be executed, and following signature approval by the Nantucket Selectboard, forwarded to the MHC for its signature approval prior to recording at the Registry of Deeds.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,



Michael Steinitz
Deputy State Historic Preservation Officer
Director, Preservation Planning Division
Massachusetts Historical Commission

Encl.

MASSACHUSETTS QUITCLAIM DEED

I, MARY GRACE CARPENTER, OF 390 Brushy Ridge Road, New Canaan, Connecticut 06840, for no consideration, hereby grant to my son, PHILIP A. CARPENTER, of RR # 2, Box 465, Chester, Vermont, 05143, with QUITCLAIM COVENANTS:

All the land and buildings in the Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

Parcel 1: EAST by Fair Street;
SOUTH by land now or formerly of Earl S. and Lelia C. Ray, formerly of Sophia I. Coffin;
WEST by said Ray's land and by land formerly of Edward G. Swain; and
NORTH by land to be hereinafter described.

Containing about 2850 feet.

Parcel 2: Also a parcel of land adjoining the above described, bounded:

EAST by Fair Street forty-two (42) feet;
SOUTH by land herein first described ninety (90) feet;
WEST by land formerly of Edward G. Swain, forty-two (42) feet; and
NORTH by Charter Street, ninety (90) feet, being all of said measurements, more or less.

Being the same premises as were conveyed to the Grantor as joint tenant with her husband Charles H. Carpenter, Jr. by deed of John A. Blaser and Helen F. Blaser recorded in Nantucket Deeds, Book 125, Page 314 and were conveyed fully to the Grantor by the deed of her said husband immediately prior to the execution of this deed.

Witness my hand and seal this 10th day of March, 1993.

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	
☐ Non-applicable	
No.	10404
Date	3/11/93
Authorized	<i>[Signature]</i>

DEEDS REC 16
NANTUCKET
03/12/93
cancelled
EXPT 0.00
CASH 0.00
4800A000 08:23
EXCISE TAX

Mary Grace Carpenter
Mary Grace Carpenter
By *Charles H. Carpenter, Jr.*
Charles H. Carpenter, Jr.
Her attorney-in-fact,
hereunto duly authorized.

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD - ss. March 10, 1993

Then personally appeared the above named Mary Grace Carpenter before me and acknowledged the foregoing instrument to be her free act and deed, by her attorney-in-fact.

Stephen A. Wise
Notary Public

STEPHEN A. WISE
Notary Public, State of Connecticut
My Commission Expires May 31, 1994

MAR 11 1993

NANTUCKET COUNTY
REC'D ENTERED

2:26 PM
SANDRA M CHADWICK
ATTEST REGISTER

property address: 23, 25 Fair St.

EXHIBIT B

Nantucket Assessor's Map #42 showing 23-25 Fair Street - Parcel 42.3.2.194 outlined in blue





Agenda Item Summary

Agenda Item #	IX. 1.
Date	9/13/2023

Staff

Amy Baxter, Licensing Administrator; Marina Dzvoni, Events Coordinator

Subject

Public Hearing to consider the Public Assembly Permit Application for Nantucket Island Fair to be held on Sunday, September 24th, 2023 at Children's Beach, at 15 Harbor Way.

Executive Summary

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.

A Public Hearing for a Public Assembly Permit is generally only held for a New event or an existing event with significant changes to the approved permit conditions or in this case a change of venue. The Island Fair has traditionally been held at Tom Nevers Park. This year the event organizers have requested a change of venue for 2023 to Children's Beach.

Staff Recommendation

Initially the request to hold the Island Fair at Children's Beach was met with concern for a few reasons:

1. Children's Beach lawn and general area is limited to small group activities and remains accessible and open to the Public at all times. Any large events – especially with Tents and other structures – are limited due to past and potential damage to the lawn, irrigation system, etc.
2. The location is within a largely residential and Hotel/Inn area so noise, activity and parking have greater impact than Tom Nevers.
3. The timing of the request this summer was difficult with so many other things going on that staff was concerned there wasn't sufficient time to really work through any issues.

In response:

1. The Island Fair Committee has been responsive in addressing concerns raised by the Town officials and has reached out to not only the direct Abutters but also the Brant Point Association to address any concerns of the neighborhood as a whole. Please find communications attached to this report.



2. The event is scaled down greatly from its original size and resembles the Maritime Festival that was frequently held at Children's in the past. Fewer animals, vendors and activities to meet the location size and limitations. See attached map.
3. The communication plan for the event emphasizes alternative modes of transportation to limit the impact on parking in the neighborhood. NRTA, bikes, carpooling, etc. are being encouraged.
4. A note on the schedule – traditionally the event is held the same weekend as the Nantucket Project. This year the Project is scheduled for early October so it's a new opportunity for the Fair and vendors to expand exposure to perhaps a larger audience.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Two weeks advertisement in Inky

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

N/A

Attachments

Public Notice; Abutter Receipts; Island Fair Details & Timeline; Event Permit Application;



2023 Nantucket Island Fair

Where: Children's Beach

When: September 24, 2023 10am-4pm

Activities: Under a 20'x20' tent- Info table, t-shirt sales, Gertrude's farmstand (judged and displayed vegetables, fruits, preserves, crafts, and baked goods ie whoopy pies), Judging for these items takes place from 11-12 At 3 in Gertrude's we will be hosting a flower arranging clinic with Anne Maury and Nantucket Flower Collective. Mary Malavase will be handing out daffodil bulbs throughout the day. There will also be a local beekeeper and honey
Next to Gertrude's we will have a local farmer from Sustainable Nantucket selling locally grown produce and next to them, Suzanne Keating will be doing Taro readings
Children's games- pumpkin ring toss, pumpkin painting, tie-dye t shirts, ducky draw, hay jump, can toss, fish bowl pong, face painting, donut on a string

Fair Games: Here is the schedule for fair games :

10-11- 3 legged races

11-12- watermelon eating

12-1 – egg and spoon races

1-2- Hot pepper eating contest (on stage)

2-3- cupcake eating

3-4 sack races

On Stage: 10:30-11 Lizza and Nanpuppets

11-1 Local musicians organized by Rob Dunbar and Steve Turnovish

1-2 Hot pepper eating contest

2-4 More local music

Fair food Gypsea along with their regular menu will be selling grilled hot dogs and hamburgers, autumnal soups, Chowder, Candy apples and make your own caramel apple, hot cider, coffee, fried dough. Girl scouts will be selling cotton candy Boy Scouts will be selling popcorn and drinks Noemi's dumplings will sell dumplings

Animals: animals will be displayed on the walkway where there are currently porta pottys. We will have one pen of dwarf goats, a pen with a turkey and possibly one with a pig. On a table and in small cages will be a bunny, chickens, and a rooster

We have encouraged folks to carpool, take the shuttle, walk or bike to the fair as we realize parking is limited

We have a large group of volunteers committed to leaving Children's Beach as clean or cleaner than we found it. We will do minimal set up Saturday afternoon and all of the break down and clean up Sunday evening.

We hope that you will come to the fair, bring your families, and enjoy a bit of fall harvest fun.

Search here



Harbor View Way

Harbor View Way

Harbor View Way



Entrance

Toilets

Info/
Exhibitor

20'x20'tent

Animals

10'x10
Games tent

Fair Games
Grounds

10'x10
tent

10'x10
tent

10'x10
Scarecrow tent

10'x10
tent

Scarecrow
grounds

10'x10
tent

Stage
Entertainment
Contest

Picnic
tables

10'x10
tent

10'x10
tent

Kiddie Corral
Games Area

Food Court



Google

©2023 Google





NANTUCKET ISLAND FAIR

40 Polpis Road, Nantucket, MA 02554 774-236-9209

www.nantucketislandfair.com; nantucketislandfair@gmail.com

Dear Neighbor of Children's Beach

I am writing to you as a volunteer member of the Nantucket Island Fair committee. As you may have heard, we are planning on holding a mini-Island Fair at Children's Beach on Sunday September 24 from 10am to 4pm. This event will not be nearly as large and encompassing as the usual fair which you may have attended in the past. It is merely a proof of concept as we are going through a building year and have recently become a nonprofit. We have chosen a few favorite parts of the fair just to remind the community that we are still around and to raise awareness for fundraising. We will have one 20'x20' tent under which we will be selling our t-shirts and hats. Also, under this tent we will have Gertrude's farmstand where local growers can submit their homegrown fruits veggies and preserves to be judged. There will also be a beekeeper and one of the farmers from the Sustainable Nantucket farm selling produce. We will be putting up a 10'x10' tent on the paved path where there are currently porta potties. Under this will be a small pen holding 2-3 miniature goats, a table with metal pens for 2-3 chickens and a bunny, and possibly another pen for a turkey. Animals will arrive on Sunday morning and leave after 4 and will not be allowed out of their cages. All animal waste will be removed from the site following the event. Fair games will also be organized under a separate 10'x10' tent. These fun kid's games include 3 legged races, watermelon eating, egg and spoon races, and cupcake eating. Our hot pepper eating contest will be held under that bandstand. Also, under the bandstand we will have Lizza and Nanpuppets doing a show at 10:30 and local bands playing throughout the day. We are excited to be working with Gypsea and they have volunteered to make some great fair food in addition to their usual menu. The Girl Scouts will be making cotton candy, Boy Scouts will bring popcorn and Noemi will have her dumplings, all under 10'x10' tents. In the middle of the green space, we will have make your own scarecrow which is always really fun and loved by all. The last component is of course games for young kids. These include a hay jump, pumpkin ring toss, pumpkin painting, face painting, can toss, ducky draw, fishbowl pong, and tie dye t shirts. And that is the fair. As you can see it's very small. We are expecting about 400 folks to be coming through but spread throughout the day there will rarely be more than 50-75 people in attendance. We are encouraging families to walk or bike as we realize parking is not readily available. As always, the fair committee and our wonderful volunteers will be doing a full and thorough clean-up of the park at the conclusion of the event. Feel free to contact us at the above information with questions or concerns and the Select Board will be discussing this event on September 13 at 5:30PM. Thank you for sharing part of your neighborhood and we hope to see you there!



SEE YOU AT THE FAIR!



PUBLIC NOTICE

Please be advised that the Select Board will hold a public hearing on Wednesday, September 13, 2023 at 5:30 PM to hear the Public Assembly Permit Application for Nantucket Island Fair to be held Sunday, September 24th, 2023, at Children's Beach, at 15 Harbor View Way. The hearing will be held in-person at the first floor Community Room of the Public Safety Facility, 4 Fairgrounds Road and by remote participation via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

ISLAND RAIR

7019 2280 0001 0030 2085

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FOUR BY THE SEA LLC
2 CURTIS STREET
WINCHESTER, MA 01890

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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COHEN STEVEN L TR
PO BOX 786
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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WHITE ELEPHANT HOTEL LLC
75 PARK PLAZA STE 3
BOSTON, MA 02116

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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USPS

6 HARBOR LLC
2870 PEACHTREE RD #303
ATLANTA, GA 30305

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Postage \$
Total \$
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Street
City, State

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AUG 30 2023
NANTUCKET MA 01904
USPS

KAPLAN BRUCE M & MADELINE S
PO BOX 5516
WAYLAND, MA 01778

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2280 0001 0030 2139

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Postage \$
Total \$
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City, State

Postmark Here
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NANTUCKET MA 01904
USPS

SKEFFINGTON SILVA JENNIFER M
85 EAST INDIA ROW 37B
BOSTON, MA 02110

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage

\$

Total

\$

Sent To

COLLATZ EUGENE & JUDITH TRS
 12 HARBOR VIEW WAY
 NANTUCKET, MA 02554



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See Reverse for Instructions

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Total

\$

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NANTUCKET YACHT CLUB
 PO BOX 667
 NANTUCKET, MA 02554



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Baxter, Amy

From: Baxter, Amy
Sent: Wednesday, September 6, 2023 1:54 PM
To: 'Bob Dobies'; Dzvoni, Marina
Cc: 'Carole Beller'; 'Woody Newell'; 'Matt Poor'; 'Susan Rein'; 'Marty Glavin'; 'Charles Phillips'; 'Andy Reinhard'; 'Caroline Baltzer'; 'Gretchen Lytle'; 'nantucketislandfair@gmail.com'; 'Libby Gibson'
Subject: RE: Island Fair
Attachments: SB-Nantucket Island Fair-9-13-23.pdf

Mr. Dobies,

Thank you for email regarding the Island Fair event on Children's Beach. I believe the reference to complaints was more of an acknowledgement of the impact of events in general on the neighborhood. With the proposal to hold a scaled down Island Fair type event on Children's Beach it was our goal to make sure the neighborhood was informed so we could address any concerns ahead of time. This event is traditionally held at Tom Nevers Field and is much larger with the number of vendors, animals and activities. This year it should be similar in scale to the Maritime Festival that has been held at the location in the past. I have attached the layout and details for reference.

Also, with the Nantucket Project being held later than normal, the Fair is not competing with the event as it normally does and this gives some different exposure to the vendors and activities. The organizing committee has been working on their communication plan to encourage the use of NRTA, carpooling, bikes and other means of transportation to limit any parking issues. Again, the main goal is to be a good neighbor here and give everyone an opportunity to speak on the permit which will be reviewed by the Select Board on Wednesday, September 13 at 5:30 pm, Public Safety Facility.

We appreciate your input and I am available for questions and feedback at any time.

Thank you,

Amy

Amy C. Baxter
Licensing Administrator
Nantucket Police Department
abaxter@police.nantucket-ma.gov
508-325-4159

4 Fairgrounds Road
Nantucket, MA 02554

This electronic message and any attached files contain information from the Town of Nantucket and The Nantucket Police Department that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Dzvonik, Marina <MDzvonik@police.nantucket-ma.gov>
Sent: Wednesday, September 6, 2023 8:53 AM
To: Baxter, Amy <abaxter@police.nantucket-ma.gov>
Subject: FW: Island Fair

Please see below from the Brant Point Association.

Kind regards,
-Marina Dzvonik

Nantucket Police Department
4 Fairgrounds Rd
Nantucket, MA 02554
mdzvonik@police.nantucket-ma.gov
508-325-4166 Direct Line
508-325-4100 ext. 5951
Fax: 508-325-4122

This electronic message and any attached files contain information from the Town of Nantucket and The Nantucket Police Department that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Bob Dobies <radobies@gmail.com>
Sent: Saturday, September 2, 2023 10:26 AM
To: Dzvonik, Marina <MDzvonik@police.nantucket-ma.gov>
Cc: Bob Dobies <radobies@gmail.com>; Carole Beller <cpbeller@gmail.com>; Woody Newell <swnewell44@gmail.com>; Matt Poor <mattpoor@gmail.com>; Susan Rein <susan@htrein.com>; Marty Glavin <mglavin57@gmail.com>; Charles Phillips <cphillips1962@gmail.com>; Andy Reinhard <andyreinhard@gmail.com>; Caroline Baltzer <carolinebaltzer@gmail.com>; Gretchen Lytle <gretchenlytle@hotmail.com>; nantucketislandfair@gmail.com; Libby Gibson <LGibson@nantucket-ma.gov>
Subject: Fwd: Island Fair

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Dear Marina Dzvonik,

My name is Bob Dobies and I am President of the Brant Point Association (BPA) and a member of the Executive Committee of the Nantucket Civic League (NCL). (You can verify this with the NCL or the Town Manager, Libby Gibson.)

I am forwarding you the email that I received today from Abby Slosek of the Nantucket Island Fair organization indicating that you had received comments that the BPA had raised some concerns with the event. As President of the BPA, to the best of my knowledge, I know of no representation of concern about the Fair being officially made by the BPA. If such concern was made by a resident of Brant Point, it did not represent our position. Frankly, until now, I was not aware the Fair was proposed to be held at Children's Beach on Brant Point.

It would be helpful if you could indicate what the concern expressed was and who the individual who purports to represent the BPA is. As a neighborhood organization and desiring to be a good Island community citizen, we are careful to understand issues raised by our residents and not jump to conclusions based on limited

information. At this point we have no information indicating that we should object to the Nantucket Island Fair receiving a permit to hold their event at Children's Beach. Incidentally, I have been told anecdotally that the whole Island community appreciated and visited this event in past years and it was viewed as a success. Thank you for your attention to this matter and I look forward to your response.
Bob Dobies

----- Forwarded message -----

From: **Nantucket Island Fair** <nantucketislandfair@gmail.com>

Date: Sat, Sep 2, 2023 at 8:42 AM

Subject: Island Fair

To: radobies@gmail.com <radobies@gmail.com>, carolinebaltzer@gmail.com <carolinebaltzer@gmail.com>

Dear Brant Point Association,

Thank you for taking the time to speak with our Island Fair Committee members. We are excited about bringing the Island Fair to Children's Beach on September 24, 2023. As we had mentioned in our discussion the Town's event coordinator Marina Dzvonik (mdzvonik@police.nantucket-ma.gov) had indicated that she had received comments that the Brant Point Association had raised some concerns with the event. After our conversation it does not seem to be the case and as a friendly request a brief email from the Brant Point Association indicating support of the event would address that concern for the Town. We are looking forward to having a wonderful family friendly event and hope to see you there. Thank you again for your consideration and support.

Thank you,
Abby Slosek

Dzvonik, Marina

From: noreply@civicplus.com
Sent: Tuesday, August 8, 2023 7:19 AM
To: Dzvonik, Marina
Subject: Online Form Submittal: 2023 Special Event Permit Application

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

2023 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	Abby
Last Name of Primary Contact	Slosek
Address of Primary Contact	40 Polpis Rd
Company/Organization of Primary Contact (If Applicable)	Nantucket Island Fair
Town/City	Nantucket
State	Ma
Zip	02554
Email Address	Nantucketislandfair@gmail.com
Phone Number	774-236-9209
Cell Phone	Field not completed.
On-site Contact	Abby Slosek

Cell Phone for On-site Contact	774-236-9209
Host Organization (If Different from Above)	Community Foundation for Nantucket
Host Type	Non-Profit
Please Attach 501(c)(3) Documentation	CFN IRS 501c3 letter of determination.pdf
EVENT OVERVIEW - REQUIRED	
Event Name	Nantucket Island Fair
Requested Location of Event (please specify INDOOR or OUTDOOR)	Children's Beach
Is this Event open to the public?	Yes
Is there an admission / registration fee?	Yes
Date of Event	9/24/2023
Start Time	10:00 am
End Time	4:00 pm
Rain Date	<i>Field not completed.</i>
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	9/23/2023 3:00 PM
Tear-Down Date & Time	9/24/2023 4:00 PM
MULTIPLE DATE EVENTS	<i>Field not completed.</i>
Full Schedule of Events	<i>Field not completed.</i>
Est. # of Participants	400
Est. # of Staff	50
Important Notice - Events Over 250 <i>Any event anticipating over 250 participants requires a Public Hearing at a regularly-scheduled Select Board meeting. Public Hearings must be noticed in the</i>	

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?	Tom Nevers Fairgrounds
Description of Event (Attach additional documents below)	Agricultural Fair with Fair games and contests, local musicians, Exhibitions.
Event Description (optional)	<i>Field not completed.</i>
Course Map	088EFF57-D545-4287-9648-00F5CEC7B548.png
Event Layout/Diagram	813CFE6F-870A-4F4D-A056-E5A02EA049FB.png

EVENT LAYOUT / DIAGRAM: Required for Events with Tents/Temporary Structures and/or Events on Public Property. A detailed site plan is required - applications will not be processed without it. Attach separate document(s) that clearly show the location of the event, fencing, entry /exit points, tents (include dimensions), stages, generators, bars, tables / chairs, portable restrooms, trash cans, dumpsters, signs, etc.

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	Children's Beach (Parks & Rec)
Click Here For Beach Ownership Contacts for all Public Beaches	Beach and Ownership Listing
Beach Event Structures	8 - 10 10 x10 tents with table and chair, 20'x 20' tent with tables and chairs, 10'x20' tent with table and chairs.

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](#):

Alcohol To Be Served *Field not completed.*

Only Non-Profit Organizations are permitted to serve ALL Alcoholic Beverages. For Profit Organizations are only permitted to serve Beer and Wine.

Source of Alcohol/Approved Distributor(s) N/A

CLICK HERE FOR LIST OF AUTHORIZED SOURCES TO PURCHASE ALCOHOL: [AUTHORIZED SOURCES \(in PDF\)](#)

STEP 3: ENTERTAINMENT

Will There Be Entertainment? Yes

Will The Entertainment Be Amplified? Yes

Will The Entertainment Be Outside? Yes

Description of Entertainment Local Musicians and Bands

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.

STEP 4: STREET AND/OR SIDEWALK BLOCKING

Will Event Require Any Road Or Sidewalk To Be Blocked Or Closed?	Field not completed.
--	----------------------

Address Of Blocking	Field not completed.
---------------------	----------------------

Purpose Of Blocking:	Field not completed.
----------------------	----------------------

STEP 5: TENTS / TEMPORARY STRUCTURES / STAGES / GENERATORS

Will There Be A Tent Or Other Temporary Structure Erected?	Yes
--	-----

Date Tent/Structure To Be Installed	9/23/2023
-------------------------------------	-----------

Describe Size/Type of Tent/Structure / Stage	1 20'x20' tent, 1 10'x20' tent, 8 10'x10' tents
--	---

Tent Company	Privately owned by Nantucket Island Fair Island Fair
--------------	--

Will this event utilize a generator(s)?	No
---	----

Will you be using any lighting?	No
---------------------------------	----

STEP 6: FOOD

Will Food Be Served?	Yes
----------------------	-----

Name of Caterer/Food Service Provider	GypSea, American Legion, Girl Scouts Nantucket Troop, and others hopefully.
---------------------------------------	---

Attach Town of Nantucket Catering License (Optional)	Field not completed.
--	----------------------

Food service providers must have a current license Issued by the Town Of Nantucket Health Department. 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 / food service provider is required to apply for Temporary Food Permits for each food service provider regardless of license.

TEMPORARY FOOD PERMIT INFO:

General Information regarding Temporary Food Permit Events

Temporary Food Permit Checklist

Temporary Food Event Permit Application

Events with 10 or more food vendors are required to submit the below form at least **30 days prior to the event**.

Temporary Food Event Coordinator Application

Should you have any questions about temporary food permits, please contact the Nantucket Health Department health@nantucket-ma.gov , 508-228-7200 or visit at 131 Pleasant Street, Nantucket, MA

STEP 7: RESTROOM FACILITIES

Describe the number of restrooms available at the event site and if you plan to order portable restrooms. You may be required to provide portable toilets and hand washing stations, unless you can substantiate the sufficient availability of both Americans with Disabilities Act (ADA) and non-accessible facilities in the immediate area of the event site which will be available during your event.

Portable Toilets at public events: For single user portable toilets clustered at a single location, at least 5% but not less than one accessible toilet unit shall be installed at each cluster

# of Restrooms/Portable Toilets Provided	4
--	---

Name of Restroom / Portable Toilet Provider	Gyp Sea, Town of Nantucket - Children's Beach location,
---	---

STEP 8: PARKING PLAN

Event Parking	In Town, public transportation
---------------	--------------------------------

STEP 9: 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

Abby Slosek

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

From: [Baxter, Amy](#)
To: [Erika Mooney](#)
Subject: SB Packet - Fwd: Island Fair
Date: Thursday, September 7, 2023 9:02:57 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Erika,

I would like to include the correspondence below in the SB packet for 9/13 - Island Fair Hearing. It is updated from the one I included yesterday.

Thank you,

Amy

Get [Outlook for iOS](#)

From: Bob Dobies <radobies@gmail.com>
Sent: Wednesday, September 6, 2023 4:02 PM
To: Baxter, Amy <abaxter@police.nantucket-ma.gov>
Cc: Dzvonik, Marina <MDzvonik@police.nantucket-ma.gov>; Carole Beller <cpbeller@gmail.com>; Woody Newell <swnewell44@gmail.com>; Matt Poor <mattpoor@gmail.com>; Susan Rein <susan@htrein.com>; Marty Glavin <mglavin57@gmail.com>; Charles Phillips <cphillips1962@gmail.com>; Andy Reinhard <andyreinhard@gmail.com>; Caroline Baltzer <carolinebaltzer@gmail.com>; Gretchen Lytle <gretchenlytle@hotmail.com>; nantucketislandfair@gmail.com <nantucketislandfair@gmail.com>; Libby Gibson <LGibson@nantucket-ma.gov>
Subject: Re: Island Fair

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Amy Baxter,

Thank you for your email, explanations and informative attachments. They were very helpful in explaining the scope and size of the Nantucket Island Fair and efforts made to minimize the general impact on the neighborhood.

The BPA's concern was that someone (unnamed) was representing us without our knowledge and, importantly, that we were not fully aware of the details of the event. We recognize that any individual is free to voice their concerns to your department, but that they are not representing the voice of our entire neighborhood or the BPA.

Based on your information and acting as a good community citizen (even though there could be some minor inconveniences to some of our members) the BPA offers support for the permit to hold the Nantucket Island Fair at Children's Beach and extends our wishes for its success.

Respectfully,

Bob Dobies

President BPA

On Wed, Sep 6, 2023 at 1:54 PM Baxter, Amy <abaxter@police.nantucket-ma.gov> wrote:

Mr. Dobies,

Thank you for email regarding the Island Fair event on Children's Beach. I believe the reference to complaints was more of an acknowledgement of the impact of events in general on the neighborhood. With the proposal to hold a scaled down Island Fair type event on Children's Beach it was our goal to make sure the neighborhood was informed so we could address any concerns ahead of time. This event is traditionally held at Tom Nevers Field and is much larger with the number of vendors, animals and activities. This year it should be similar in scale to the Maritime Festival that has been held at the location in the past. I have attached the layout and details for reference.

Also, with the Nantucket Project being held later than normal, the Fair is not competing with the event as it normally does and this gives some different exposure to the vendors and activities. The organizing committee has been working on their communication plan to encourage the use of NRTA, carpooling, bikes and other means of transportation to limit any parking issues. Again, the main goal is to be a good neighbor here and give everyone an opportunity to speak on the permit which will be reviewed by the Select Board on Wednesday, September 13 at 5:30 pm, Public Safety Facility.

We appreciate your input and I am available for questions and feedback at any time.

Thank you,

Amy

Amy C. Baxter

Licensing Administrator

Nantucket Police Department

abaxter@police.nantucket-ma.gov

508-325-4159

4 Fairgrounds Road

Nantucket, MA 02554

This electronic message and any attached files contain information from the Town of Nantucket and The Nantucket Police Department that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Dzvonik, Marina <MDzvonik@police.nantucket-ma.gov>

Sent: Wednesday, September 6, 2023 8:53 AM

To: Baxter, Amy <abaxter@police.nantucket-ma.gov>

Subject: FW: Island Fair

Please see below from the Brant Point Association.

Kind regards,

-Marina Dzvonik

Nantucket Police Department

4 Fairgrounds Rd

Nantucket, MA 02554

mdzvonik@police.nantucket-ma.gov

508-325-4166 Direct Line

508-325-4100 ext. 5951

Fax: 508-325-4122

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From: Bob Dobies <radobies@gmail.com>

Sent: Saturday, September 2, 2023 10:26 AM

To: Dzvonik, Marina <MDzvonik@police.nantucket-ma.gov>

Cc: Bob Dobies <radobies@gmail.com>; Carole Beller <cpbeller@gmail.com>; Woody Newell <swnewell44@gmail.com>; Matt Poor <mattpoor@gmail.com>; Susan Rein <susan@htrein.com>; Marty Glavin <mglavin57@gmail.com>; Charles Phillips <cphillips1962@gmail.com>; Andy Reinhard <andyreinhard@gmail.com>; Caroline Baltzer <carolinebaltzer@gmail.com>; Gretchen Lytle <gretchenlytle@hotmail.com>; nantucketislandfair@gmail.com; Libby Gibson <LGibson@nantucket-ma.gov>

Subject: Fwd: Island Fair

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Dear Marina Dzvonik,

My name is Bob Dobies and I am President of the Brant Point Association (BPA) and a member of the Executive Committee of the Nantucket Civic League (NCL). (You can verify this with the NCL or the Town Manager, Libby Gibson.)

I am forwarding you the email that I received today from Abby Slosek of the Nantucket Island Fair organization indicating that you had received comments that the BPA had raised some concerns with the event. As President of the BPA, to the best of my knowledge, I know of no representation of concern about the Fair being officially made by the BPA. If such concern was made by a resident of Brant Point, it did not represent our position. Frankly, until now, I was not aware the Fair was proposed to be held at Children's Beach on Brant Point.

It would be helpful if you could indicate what the concern expressed was and who the individual who purports to represent the BPA is. As a neighborhood organization and desiring to be a good Island community citizen, we are careful to understand issues raised by our residents and not jump to conclusions based on limited information. At this point we have no information indicating that we should object to the Nantucket Island Fair receiving a permit to hold their event at Children's Beach. Incidentally, I have been told anecdotally that the whole Island community appreciated and visited this event in past years and it was viewed as a success.

Thank you for your attention to this matter and I look forward to your response.

Bob Dobies

----- Forwarded message -----

From: **Nantucket Island Fair** <nantucketislandfair@gmail.com>

Date: Sat, Sep 2, 2023 at 8:42 AM

Subject: Island Fair

To: radobies@gmail.com <radobies@gmail.com>, carolinebaltzer@gmail.com <carolinebaltzer@gmail.com>

Dear Brant Point Association,

Thank you for taking the time to speak with our Island Fair Committee members. We are excited about bringing the Island Fair to Children's Beach on September 24, 2023. As we had mentioned in our discussion the Town's event coordinator Marina Dzvonic (mdzvonic@police.nantucket-ma.gov) had indicated that she had received comments that the Brant Point Association had raised some concerns with the event. After our conversation it does not seem to be the case and as a friendly request a brief email from the Brant Point Association indicating support of the event would address that concern for the Town. We are looking forward to having a wonderful family friendly event and hope to see you there. Thank you again for your consideration and support.

Thank you,

Abby Slosek

PUBLIC HEARING NOTICE

The Select Board, acting as the Nantucket Sewer Commission, will hold a public hearing on Wednesday, September 13, 2023 to consider amendments to the Nantucket Town and Siasconset Sewer Districts pursuant to Section 10 of the Nantucket Sewer Act. The proposed amendments to the Sewer Districts (Articles 18, 19 and 20 of the November 7, 2023 Special Town Meeting) are online at <https://www.nantucket-ma.gov/DocumentCenter/View/45768/November-7-2023-Special-Town-Meeting-Warrant-as-Adopted-by-the-Select-Board>. The hearing will be held in the Public Safety Facility Community Room at 4 Fairgrounds Road and by remote participation via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.

G76

NANTUCKET SEWER COMMISSIONERS

Chapter 396 of the Acts of 2008

AN ACT AUTHORIZING THE ESTABLISHMENT OF THE NANTUCKET SEWER COMMISSION AND SEWER DISTRICTS IN THE TOWN OF NANTUCKET.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The town of Nantucket, acting by and through the Nantucket sewer commission described in section 3, may lay out, plan, construct, maintain and operate a system or systems of common sewers for a part or whole of its territory, as may be from time to time defined and established by adoption by town meeting of one or more by-laws as a designated sewer district under the jurisdiction and control of the sewer commission, with such capacity limitations, connections, pumping stations, treatment plants and other works, as may be allocated in such by-law to such sewer district as required for a system or systems of sewage treatment and disposal, and may construct such sewers and related works in said sewer districts defined and established by by-law as may be necessary. No other sewers shall be constructed in any public roads or ways of the town which are not within the limits of such designated sewer districts and which are not under the control of the sewer commission.

SECTION 2. The town may make and maintain, within sewer districts defined and established as set forth in section 1 in any way therein where common sewers are constructed, such connecting sewers within the limits of such way as may be necessary to connect any estate which abuts upon the way within such district.

SECTION 3. Notwithstanding the provisions of chapter 169 of the acts of 1965, the town may, at any town meeting, by a two-thirds vote, vote that the board of selectmen shall act as a Nantucket sewer commission, or that there shall be a separate Nantucket sewer commission, the members of which shall be appointed by the board of selectmen or elected by popular vote for 3 year terms. The number, constitution and the choice of elected or appointed commissioners of a separate sewer commission shall also be determined by a two-thirds vote of town meeting. If a separate Nantucket sewer commission is established by town meeting, any selectman shall be eligible to serve as a member thereof. Town meeting shall be authorized to change the method of establishment of the Nantucket sewer commission described herein without any limitation on the number of times such commission may be established or re-established as the case may be, by a two-thirds vote. Whenever the phrase "Nantucket sewer commissioners" appears in this act, such phrase shall include within its meaning either the board of selectmen acting as Nantucket sewer commissioners, or the separate appointed or elected Nantucket sewer commission.

SECTION 4. The Nantucket sewer commission, acting for and on behalf of the town of Nantucket, shall have charge of and shall be responsible for the policies, finances, and overall goals of the sewer system, but shall be subject to the charter of the town of Nantucket as to the administration and management of the systems operation and maintenance, and shall be responsible for the good order of all sewers, pipes, pumping stations, treatment and disposal works, and the like. The operations of the Nantucket sewer commission shall be governed by, and any staff or employees shall be considered part of town administration within the meaning of, the charter of the town of Nantucket unless changed or modified pursuant to said charter.

SECTION 5. The board of selectmen acting for and on behalf of the town of Nantucket, after being duly authorized to do so by town meeting, may take by eminent domain pursuant to chapter 79 of the General Laws or otherwise may, utilizing the procedures described in the charter of the town of

Nantucket acquire by purchase or gift any lands, rights of way, or easements, public or private, in the town necessary for accomplishing any purpose mentioned in this act and may construct such sewers under or over any state road, any bridge, pier, tidelands, boulevards or other public way, or within the location of any state land, without the necessity for any formal filings in the registry of deeds, and may enter upon and dig up any private land or any public land or public way, for the purpose of laying such sewers and of maintaining and repairing the same, and may do any other thing proper or necessary for the purposes of this act.

SECTION 6. The financial operations of the sewer system shall be an Enterprise Fund within the meaning of section 53F1/2 of chapter 44 of the General Laws, except as modified herein, and any expenditure from such fund shall be only upon authorization of the Nantucket sewer commission. The town shall, by vote at town meeting, determine whether it shall pay the whole or a portion of the cost of said system or systems of sewerage and sewage disposal, and if a portion, what proportion. If the town votes to pay less than the whole cost, in providing for the payment of the remaining portion of the cost of said system or systems, the town, acting through the Nantucket sewer commission, may avail itself of any or all of the methods permitted by the General Laws; and the provisions of the General Laws relative to the assessment, apportionment, division, reassessment, abatement and collection of sewer assessments or the additional methods set forth in section 8, and as to liens therefor and to interest thereon, shall apply to assessments made pursuant to this act by the Nantucket sewer commission, except that interest shall be at the rate as may be established by the Nantucket sewer commission from time to time.

At the same meeting at which town meeting determines that any portion of the cost is to be borne by the town, it may by vote determine by which of such methods the remaining portion of said cost shall be provided for.

The collector of taxes of said town shall certify the payment or payments of any such assessment or apportionments thereof to the sewer commission or to the selectmen acting as such, who shall preserve a record thereof.

SECTION 7. The revenues received by the fund described in section 6 of this act from sewer assessments, fees, charges, contributions from the town towards the costs of such sewer system as described in section 6, and the like as receipts or revenues, shall be applied to the payment of charges and expenses incident to the design, construction, maintenance, and operation of said system or systems of sewerage and sewage disposal or to the extensions thereof, to the payment of principal or interest upon bonds or notes issued for sewer purposes, or to the payment or redemption of such bonds or notes.

SECTION 8. The Nantucket sewer commission may, in its discretion, prescribe for the users of said sewer systems and disposal works such annual charges, connection fees, assessments, privilege fees, and the like, based on the benefits derived therefrom as such sewer commission may deem proper, subject however, to such by-laws as may be adopted by vote of the town, or as may be provided for in the General Laws. Notwithstanding any law to the contrary, the commission is authorized to impose and collect such charges, fees, or assessments prior to connection or operation of such system of sewers, and may enter into agreements for the payment thereof over such time as the sewer commission shall determine. In fixing the charges to be imposed for said system, the Nantucket sewer commission is authorized to make use of any fee, charge, assessment or betterment provided for by the General Laws and further may take into consideration all costs for ongoing removal of infiltration and inflow of non-wastewater into the system as part of the normal operating costs of the system; may include, in setting privilege fees, capital costs and interest charges applicable thereto; may impose late fees for unpaid billings; may assess a capacity utilization fee to new estates and properties added to a sewer district authorized by this act from outside a designated needs area in addition to any privilege fee; may charge betterments, special assessments, or any other charge to the estates and properties being served by collection system improvements and extensions to pay for all costs for sewer line extensions to serve

new connections, both within the sewer districts authorized by the act and in any areas added to such sewer district; and may impose such charges on properties within a sewer district authorized by the act whether or not such estates and properties are then connected to the sewer system.

SECTION 9. The Nantucket sewer commission may, from time to time, adopt and prescribe rules and regulations for the means of connection of estates and buildings with sewers and for inspection of the materials, the construction, alteration, and use of all connections entering to such sewers, but not including the expansion of districts except as provided in sections 1 and 10, and may prescribe penalties, not exceeding \$300 for the violation of any such rule or regulation. Such rules and regulations shall be available for public review at the sewer commission's designated office during regular office hours. Any changes, deletions, additions or revisions to said rules and regulations deemed necessary by the Nantucket sewer commission from time to time, shall take full effect after a notice of change has been published at least once a week for 2 successive weeks in a newspaper of general circulation in the town of Nantucket, which notice shall detail where and when such revised rules and regulations may be viewed by the general public.

SECTION 10. Notwithstanding any provision of law to the contrary, owners of land not within the sewer districts defined and established pursuant to section 1 of this act shall not be permitted to connect to the town's sewer system except as is set forth in this act. The territory covered by said sewer districts may be amended from time to time by the board having charge of sewers, after a public hearing conducted to consider such amendment, upon approval of the department of environmental protection if otherwise required by law and upon enactment by town meeting of a by-law defining or establishing a new or expanded sewer district. In the event that the board having charge of sewers votes not to amend the territory of any sewer district in accordance with the foregoing sentence, the amendment may nevertheless be enacted in a form of a by-law upon a two-thirds vote of town meeting. Any by-law adopted pursuant to the authority granted to the town of Nantucket by this act may include authorization to the Nantucket sewer commission without a town meeting vote to add to the sewer districts created pursuant to this act properties located within "needs areas" as defined by Nantucket's Comprehensive Wastewater Management Plan prepared by Earth Tech dated March 2004, approved by the secretary of environmental affairs on May 14, 2004, with such conditions and limitations with respect to such authorization as such by-law may provide.

SECTION 11. Notwithstanding anything to the contrary contained herein, the board having charge of the maintenance and repair of sewers may at any time permit extensions, new connections or increases in flow to the sewer system, subject to capacity, to serve municipal buildings or public restrooms or other public service uses as defined by the municipality; provided, however, that such uses may include, but shall not be limited to, affordable housing constructed pursuant to chapters 40B and 40R of the General Laws, without thereby creating any entitlement on the part of any person to connect to such sewer system, and subject to capacity, in order of application, may permit or if in the public interest, may require, extensions, new connections or new flow to the sewer system within such districts.

SECTION 12. This act shall take effect as of July 1, 2008.

Approved December 17, 2008

Return to:

List of Laws passed in 2008 Session

ARTICLE 18

(Bylaw Amendment: Board of Sewer Commissioners/Siasconset Sewer District Map Change - Codfish Park Area)

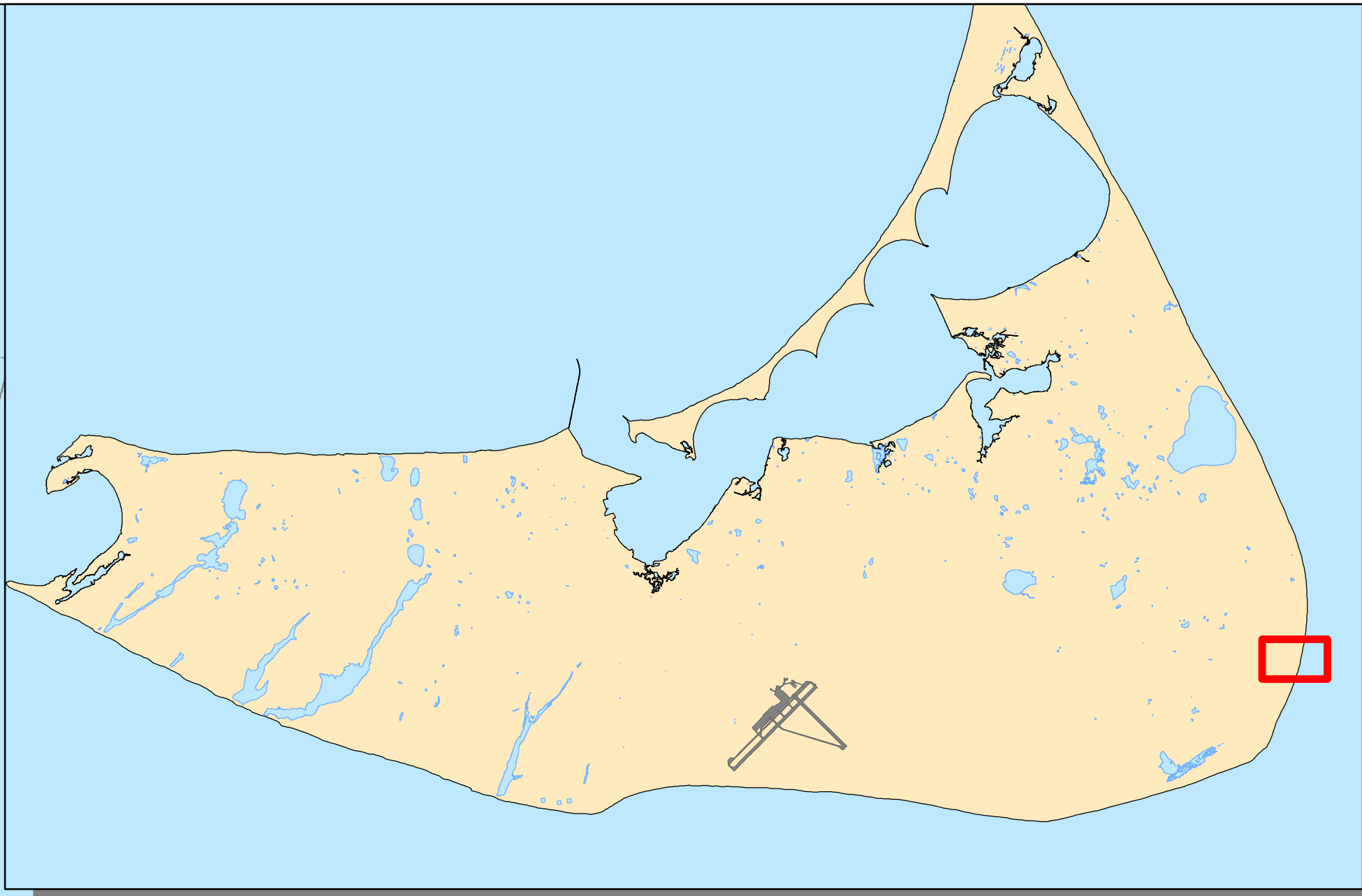
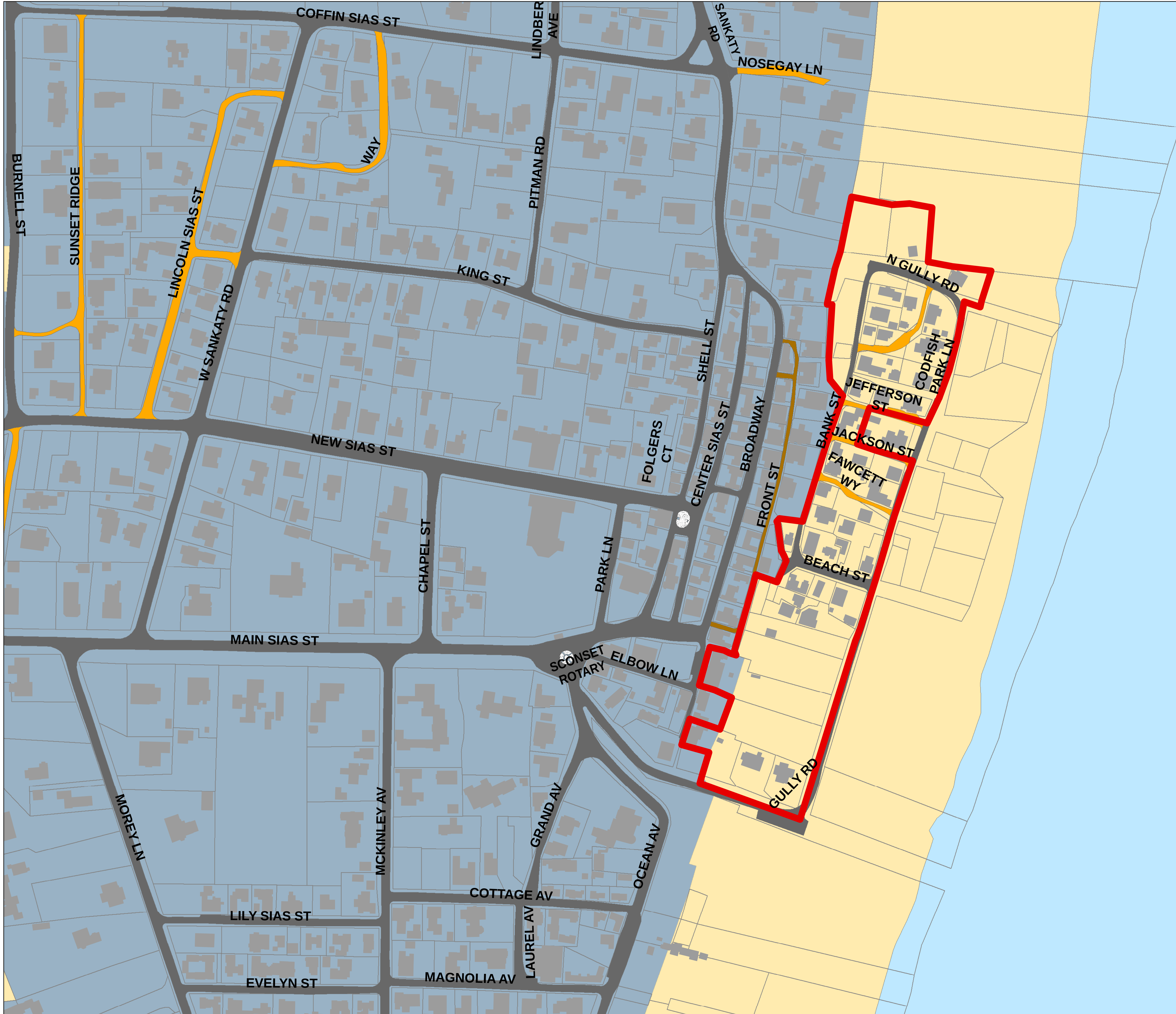
To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Siasconset Sewer District) of the code of the town of Nantucket by adding the following properties, currently outside of the district. All as shown on the attached map.

Map	Lot	Number	Street
73.2.4	44.1	3	Elbow Lane
73.2.4	44.2	5	Gully Road
73.2.4	44.3	3	Gully Road
73.2.4	42	4	Codfish Park Road
73.2.4	41	7	Elbow Lane
73.2.4	40	8	Codfish Park Road
73.2.4	39	10	Codfish Park Road
73.2.4	9	12	Codfish Park Road
73.2.4	11	16	Codfish Park Road
73.2.4	7	1	Bank Street
73.2.4	8	5	Bank Street
73.2.4	10	10	Beach Street
73.2.4	5	5	Front Street
73.1.3	23	7	Beach Street
73.1.3	24	9	Beach Street
73.1.3	25	11	Beach Street
73.1.3	26	15	Beach Street
73.1.3	27	7	Bank Street
73.1.3	69	8	Bank Street
73.1.3	67	11	Bank Street
73.1.3	68	13	Bank Street
73.1.3	62	15	Bank Street
73.1.3	60	19	Bank Street
73.1.3	57	21	Bank Street
73.1.3	55	23	Bank Street
73.1.3	52	23R	Bank Street
73.1.3	51	25	Bank Street
73.1.3	50	27	Bank Street
73.1.3	49	29	Bank Street
73.1.3	92	23	Front Street
73.1.3	61.1	6	Jackson Street #1
73.1.3	61.2	6	Jackson Street #2

73.1.3	58	7	Jackson Street
73.1.3	64	7	Fawcett Way
73.1.3	45	-	-
73.1.3	121	-	Off North Gully Road
73.1.3	7	3	North Gully Road
73.1.3	7.1	5	North Gully Road
73.1.3	123	7	North Gully Road
73.1.3	48	8	North Gully Road
73.1.3	119	10	North Gully Road
73.1.3	66	24	Codfish Park Road
73.1.3	65	26	Codfish Park Road
73.1.3	56	30	Codfish Park Road
73.1.3	54	32	Codfish Park Road
73.1.3	53	34	Codfish Park Road
73.1.3	47	36	Codfish Park Road

Or to take any other action related thereto.

(Nicholas Amendolare, et al)



2023 Special Town Meeting Warrant Article 18

Bylaw Amendment:
Board of Sewer Commissioners
Siasconset Sewer District Map
Change
Codfish Park Area

Legend

-  Codfish Park Additions
-  Buildings
-  Parcel Lines
-  Sewer Districts

1 inch = 100 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2018 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through October, 2022.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements.

The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554



Town of Nantucket Sewer Department WASTEWATER MANAGEMENT

David c Gray Sr
Sewer Director
81 S.shore Rd
Nantucket, Ma 02554
September 8, 2023

Town Direct 508-228-7200 Ext 7800
Cell 401-413-8370
dgray@nantucket-ma.gov

Criteria Checklist for Proposed Expansion of the Sewer District

Special Town Meeting 2023 Article 18

Addition to Sewer District Codfish Park (Amendolare) – Recommend Denial

- After review of the proposed Warrant Article 18 it is the opinion of the Sewer Director, Health Director and Planning Director that although this Warrant Article as proposed does meet the required criteria, **we do not** recommend the addition into the Sewer District. These properties are NOT within any listed needs areas and the flows have not been included nor calculated in the capacity for the Sconset Treatment Plant. These properties are also located in or near to a velocity zone. We have concerns that the active movement of the soil there would destabilize the sewer main. Also, the extensive excavation work required for the installation and other roadway construction could further destabilize the entire Codfish Park village.
- Furthermore, the Sewer Regulations **NO** longer allow individual spaghetti lines to properties, the addition of Codfish Park will require an entire Low Pressure Sewer System to be designed to serve **ALL** lots with stubs to be left at each property. In addition, upgrades of the existing sewer system in Front St and or Gulley Road would need to be designed by the proponent and approved by the Town.

Total yes answers equal 9

Checklist Preamble:

The purpose of this checklist is to implement the policy that access to centralized wastewater treatment systems should be evaluated based on objective criteria. The following principles support that policy:

1. The use of wastewater treatment facilities should be optimized to support environmental and public health goals, while also maintaining the traditional appearance of Nantucket's neighborhoods.
2. Private property development and use is managed through zoning, rather than access to public water and centralized wastewater treatment.
3. The following criteria will be used to evaluate applications to expand the sewer districts:

- Is adequate WWTF capacity available? **NO**
- Do on-site (septic) systems perform well and fit in the neighborhood? **YES**
- Does the application comply with Master Planning and Zoning? **NO**
- Is the proposed expansion a valuable addition to the existing sewer system? **NO**
- Is the proposed expansion adequately funded? **UNKNOWN**

CHECKLIST

CRITERIA TO EVALUATE NON-NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

Property Address to be added to the Sewer District: **ARTICLES 18 CODFISH PARK**

1. Capacity:

- ☒ No Is there adequate capacity in the sewer system pipes/pump stations, etc.?
- ☒ No Is there adequate capacity in the WWTP?

2. Septic System Criteria:

- NO Is the system hydraulically failed according to the Local Board of Health Regulations?
- Yes Is the system technically failed according to the Local Board of Health Regulations?
- ☒ NO A septic system conforming to Local Board of Health Regulations cannot be installed on the property?
- Yes Are soil structure/ground water elevations problematic?
- Yes Is the existing or proposed septic system within 100 feet of a resource area?
- Yes Is an alternative septic system is required?

3. Zoning and Land Use:

- ☒ No Does the property comply with the 2009 Master Plan?
- ☒ No Is this an affordable housing project under Chapter 40B or 40R?
- ☒ Yes Is the Lot size less than 40,000 sq ft?
- ☒ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study) **(property Borders Siasconset Sewer District and the entire lot sits within a coastal dune area)**

4. Sewer system:

- Yes Is the property location contiguous to the existing sewer district?
- ☒ Yes Does the number of properties which would be served by the extension exceed 5?
- ☒ No Does this sewer extension have potential for future extension of the sewer collection system?

5. Financial:

- Yes Is the sewer being extended to the Town's specifications?
- ☒ No Will the maintenance of the new infrastructure be private?
- ☒ Yes Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections?

TOTAL YES Answers (must equal or exceed 9 for a positive recommendation **TOTAL Yes 9**)

From: [Sam Daniel](#)
To: [Erika Mooney](#)
Subject: 8 BANK STREET'S SEWER ARTICLE
Date: Tuesday, August 29, 2023 1:42:05 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Select Board/Sewer Commissioners,

The Health Department has rightly nixed the proposed basement for 'Sconset's 8 Bank Street. Now the determined owners of 8 Bank want to expand the sewer district to Codfish Park so that they can have their basement. For many reasons, this is a very bad idea, so, please, don't recommend their article.

Sam Daniel
6 Broadway

This email was scanned by Bitdefender

From: [Charles Cruice](#)
To: [Erika Mooney](#)
Subject: Article # 18
Date: Tuesday, August 29, 2023 3:06:33 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Erika, Please vote no for Sewering Codfish Park Article #18.
Thank you,
Charles Cruice

Box 326, Siasconset MA 02564

This email was scanned by Bitdefender

From: [Bkg](#)
To: [Erika Mooney](#)
Subject: No to sewerage Codfish Park
Date: Tuesday, August 29, 2023 6:00:20 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a lifetime summer resident and for the last four years a permanent resident, I am appalled by the idea of sewerage Codfish Park for the sake of one family's wish to add a basement for entertainment. The impact that this would have on middle gully and the fragile existing bank would be unimaginable(not to mention the strain on the other residents)

Codfish Park does not need to become yet another faceless development for further real estate endeavors. The character of Codfish Park will be changed forever by expanding its footprint.

Please say no to sewerage this revered Sconset landmark.

Sincerely

Barbara and Philip Gardner
12 Cottage Ave
Siasconset, Ma

Sent from my iPhone

This email was scanned by Bitdefender

From: [Courtney Strassenburgh](#)
To: [Erika Mooney](#)
Subject: Re: 8 Bank Street (Cod Fish Park) Warrant Article
Date: Wednesday, August 30, 2023 10:43:45 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I am writing to express my strongest opinion against this article to expand the sewer district to Codfish Park. There is no scientific reason to sewer the area. Doing so will disrupt some of the most historic buildings in this traditionally quaint community.

It is utterly hypocritical that the agent proposing and pushing this article has, in the past, advocated equally strongly against the negative historical implications development has introduced to the area. I'm referring to the agent of this article's over 2-year contestation to the neighbor's adjustments at 10 Beach Street. Please pay attention and carefully consider. What's driving this article? A personal agenda? A necessity/improvement for environmental reasons for the area? Here are some additional reasons why this article lacks integrity and is not a sound proposal for our community:

- The Town's Comprehensive Wastewater Management Plan does not identify Codfish Park as an area needing to be sewered. This expensive sewer project would be ineligible for low-interest state loans.
- The construction risks and impacts would be significant, from digging up low-lying streets to the possible collapse during sewer excavation of Middle Gully, the emergency access road, or a break in the Codfish Park water line under the gully.
- If passed, this could greatly expand the footprint of homes in Codfish Park and substantially change its character.
- Codfish Park homeowners would be assessed a betterment fee and forced to pay to connect their properties whether they want to or not.
- Sewering would eliminate septic system recharge of groundwater in Codfish Park.
- Adopting a Siasconset coastal resiliency district that includes Codfish Park should precede any consideration of sewer expansion.

Thank you for your time and careful consideration.

Sincerely,
Courtney Strassenburgh
Sconset Resident

From: [Rhett Currier](#)
To: [Erika Mooney](#)
Subject: Opposing Warrant proposal for a sewer at Codfish Park
Date: Wednesday, August 30, 2023 11:54:15 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I understand a warrant will be proposed at the 9/13/2023 meeting of the Select Board sitting as the Sewer Commission.

I am writing to oppose the warrant.

We should not build more infrastructure that is clearly at risk of being washed away in a short period of time. There are far more other pressing concerns that need funding. The disruption of the whole neighborhood is not worth it. I also understand that the project wouldn't be eligible for low interest funding from the state. Additionally, this proposal is abusive - clearly an end run by the owners of 8 Bank Street to enlarge their structure.

Respectfully,

Henrietta S Currier
12 Baxter Rd
Sconset Mass. 02564

This email was scanned by Bitdefender

From: [WILHEMINA MARVEL](#)
To: [Erika Mooney](#)
Subject: 8 Bank's Street warrant article
Date: Wednesday, August 30, 2023 12:44:15 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erika,

I've been the owner of 11 Broadway since the late 1990s, a house which is directly above 8 Bank Street on the 'Sconset bank.

I am opposed to expanding the sewer district to include Codfish Park. The emergency access road is at the foot of my house, where any excavation would possibly destabilize the bank that holds all our old houses up.

If the warrant article were passed, this could expand the footprint of houses in Codfish Park and substantially change its character.

The action instigated by Linda Williams for her clients seems a desperate end run to push forward this unworkable project.

Sincerely,

Mina Austin

Sent from my iPad

This email was scanned by Bitdefender

From: [Anne Carter](#)
To: [Erika Mooney](#)
Subject: 8 Bank Street
Date: Wednesday, August 30, 2023 2:17:44 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms Mooney,

We are not in favor of the request by owners of 8 Bank Street to ask for expanding Town sewer to Cod Fish Park. This environmentally sensitive neighborhood of Sconset should be preserved. Adding Town sewer would encourage further expansive building which would totally change the character of Cod Fish park. Also it would be a very expensive project for the Town.

Sincerely,
Annie Carter
8 McKinley Avenue
Siasconset, MA 02564

Sent from my iPhone

This email was scanned by Bitdefender

From: [Philip Santarelli](#)
To: [Erika Mooney](#)
Subject: Proposed sewer installation for Codfish Park
Date: Friday, September 1, 2023 1:07:29 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mooney,

I am writing to you as a homeowner in Codfish Park, Siasconset. My name is Philip Santarelli and my address is 23R Bank St.

The recent proposal for approval of a sewer installation in Codfish Park, is at least mis-guided at worst a bald attempt by one homeowner seeking redress for her inability to obtain approval for a cottage remodel through normal channels to indirectly to obtain her ends through this warrant process "work around."

As a homeowner, I assure you that I have no interest in a sewer installation; as the old adage goes, "why fix what ain't broke." To my knowledge no other homeowners have been consulted as to their views on such a project and it is likely that most would not want to incur the initial expense or the annual fees associated with town sewers. To my knowledge there has never been any complaints about the functioning of the private septic systems nor any notices of environmental damage.

I am sure that with all of the financial challenges facing the Town, this would be one that has a very low (no) priority. Please, within the rules of the process, stop this foolish idea from moving forward.

I would be happy to discuss further with you at any time.

Sincerely,

Philip Santarelli
psantarelli1@hotmail.com
570-947-0619

This email was scanned by Bitdefender

From: sherryboo57@aol.com
To: [Dawn Hill Holdgate](#); [Matt Fee](#); [Thomas Dixon](#); [Brooke Mohr](#); [Erika Mooney](#); [Malcolm MacNab](#)
Subject: Connecting sewer/8 Bank Street Codfish Park, "Sconset"
Date: Monday, September 4, 2023 4:27:12 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all,

I am writing to ask that you do NOT pass anything allowing the sewer to be connected to Codfish Park, 'Sconset. For almost 2 years now, the new owners of 8 Bank Street in Codfish Park have been trying anything they can to be able to put a 10ft basement and renovate, their tiny house on the bank by middle gully road. This is their latest and hopefully last attempt to circumvent all the opposition to their project.

They don't care about the potentially massive damage to the surrounding 2-300 year old houses, the bank itself or the historic area. This project should have been dead in the water immediately - you cannot put a fence around your garbage cans, but it's okay to gouge out the bank that holds up numerous houses and completely renovate a tiny postage stamp sized building into a 2 story with big basement cottage????

I have been a resident of "Sconset for 65 years, my mother before me, her father before her, it goes on and on. Our house has been in our family on Broadway for close to 300 years. We have kept it as authentic as possible and even received awards for doing so.

Getting away from the main point, which is Codfish Park has no water quality issues. There is no reason to connect the sewer system. It is ONLY being brought forward by the owners of 8 Bank Street who are going around all the roadblocks they have encountered to try to put in a basement and renovate their house. Please drive by, if you can, and see the piece of land the house stands on and where it is located vs. the surrounding homes. No one in their right mind would allow the building they propose.

Thank you for taking the time to read this,
Sherry Rodts Kelley 5 Broadway 'Sconset

From: [Mary O'Connell](#)
To: [Erika Mooney](#)
Subject: Fwd: Sewer system in Codfish Park
Date: Tuesday, September 5, 2023 9:53:26 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erika,
Please see my email below.
Thanks for listening.
Sincerely,
Mary O'Connell

Sent from my iPhone

Begin forwarded message:

From: Mary O'Connell <greatauntmaryoc@gmail.com>
Date: September 4, 2023 at 3:05:23 PM EDT
To: margaretvandeusen@gmail.com
Subject: Sewer system in Codfish Park

As an owner of two properties in historic Sconset I am vehemently opposed to changing Codfish Park from septic to sewers. We need to protect the environment in Sconset and the island of Nantucket.

Sincerely,
Mary O'Connell

Sent from my iPhone

From: [Kitty Goldsmith](#)
To: [Erika Mooney](#)
Subject: Article #18
Date: Tuesday, September 5, 2023 12:05:25 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hard to believe 8 Bank Street is still trying for a basement! What are they thinking!?! Sewering Codfish Park for their personal interest is going too far! Digging up the area could cause major damage! Do hope Article #18 is defeated!!!

Peter & Kitty Goldsmith
3 Broadway

Sent from my iPhone

This email was scanned by Bitdefender

From: [Karel Greenberg](#)
To: [Erika Mooney](#)
Cc: [Dawn Hill Holdgate](#); [Matt Fee](#); [Thomas Dixon](#); [Brooke Mohr](#); [Malcolm MacNab](#)
Subject: Sept. 13th Select Board/ Citizen Warrant Article 18 Codfish Park Sewering
Date: Tuesday, September 5, 2023 12:35:16 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mooney and members of the Select Board,

On September 13th you will consider the warrant article filed by Linda Willams for 8 Bank Street owners to expand the sewer district to Codfish Park.

Linda Williams assisted in getting the signatures necessary for the article but NOT one signature is from Codfish Park.

The neighbors of Front Street on the bank above 8 Bank Street as well as the residents of Codfish Park have registered their complaints at every possible meeting of the SAB, HDC, and the ZBA. This project is initiated because one family wants to increase the size of their property by digging a basement 10+ feet deep. The septic system for what they wish to build is inefficient.

The Board of the Sconset Civic Association is opposed to the 8 Bank Street project because it is adjacent to the Middle Gully emergency access road for all of Codfish Park; the sewer system is expensive and disruptive to the neighborhood as well as the Town not to mention finding space for grinder pumps, holding tanks and connection lines; and there is No water quality issue in Codfish Park that sewerage addresses.

Thank you for your attention.

Karel Greenberg, President
Siasconset Civic Association

This email was scanned by Bitdefender

From: [Kathryn Cruice](#)
To: [Erika Mooney](#)
Subject: Comments on adding Codfish Park to sewer system
Date: Tuesday, September 5, 2023 1:05:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Kathryn Cruice and we live at 5 Morey Lane in Siasconset. If the current septic systems in Codfish Park do not pose an environmental threat then I do not see the need to make the residents pay to be put on the sewer line. Especially since this seems to be benefiting just 8 Bank Street.

Thanks,
Kathryn Cruice

This email was scanned by Bitdefender

From: [AOL-Mail Manager](#)
To: [Erika Mooney](#)
Subject: codfish park sewer
Date: Tuesday, September 5, 2023 1:12:38 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm in favor of the article, sewers would be an asset for the many small lots in this area. the sewer question should be separated from the 8 bank st proposal. al lussier 36 codfish park rd 508 257 4400

This email was scanned by Bitdefender

From: [David Golden](#)
To: [Erika Mooney](#)
Subject: Warrant Article #18
Date: Tuesday, September 5, 2023 1:24:47 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Select Board:

I am writing to voice my opposition to the Citizen Warrant Article #18 (proposal to extend the Siasconset Sewer District to Codfish Park).

I have been coming to 'Sconset every summery since 1987, and I have been a homeowner in 'Sconset since 2000. My opposition is based on the following:

- The Town's Comprehensive Wastewater Management Plan does not identify Codfish Park as an area needing to be sewerred. This expensive sewer project would be ineligible for low interest state loans.
- The construction risks and impacts would be significant, from digging up low-lying streets, to the possible collapse during sewer excavation of Middle Gully, the emergency access road, or a break in the Codfish Park water line under the gully.
- If passed, this could greatly expand the footprint of homes in Codfish Park and substantially change its character.
- Codfish Park homeowners would be assessed a betterment fee and forced to pay to connect their properties whether they want to or not.
- Sewering would eliminate septic system recharge of groundwater in Codfish Park.
- The adoption of a Siasconset coastal resiliency district that includes Codfish Park should precede any consideration of sewer expansion.

Thank you very much for your consideration of this matter.

Very truly yours,
David Golden
70 Baxter Road

From: [Anne Troutman](#)
To: [Erika Mooney](#)
Subject: 8 Bank St basement/sewer proposal
Date: Tuesday, September 5, 2023 1:29:55 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Board:

We oppose the proposed 8 Bank Street sewer project because it is adjacent to the Middle Gully emergency access road for all of Codfish Park (and building into the bank may destabilize it).

In addition, the proposed sewer system is expensive and disruptive to the entire neighborhood as well as the Town—there is no space for grinder pumps, holding tanks and connection lines.

Most importantly, there is no water quality issue in Codfish Park that a sewer addresses.

It is important for a community that each member respect the greater good of the entire neighborhood—we are each one among many—& only one element of the social fabric.

There are no Codfish Park residents (except the applicant) in favor of this project. One individual desiring a basement in an historic property is not a justification for the extraordinary expense and disruption and potential damage a sewer will cause the entire neighborhood in this low lying area.

Respectfully,
Anne Troutman
5 Elbow Lane

This email was scanned by Bitdefender

From: [Sam Fremont-Smith](#)
To: [Erika Mooney](#)
Cc: [Matt Fremont-Smith](#)
Subject: Sewer system in Codfish
Date: Tuesday, September 5, 2023 1:32:11 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mooney,

Please reject the proposed expansion of the sewer system in Codfish Park. There is no need for such a system in Codfish Park, only one new owner's desire to increase the size of his parcel - 8 Bank Street. Jeopardizing the area with expensive aggressive digging and impeding an emergency evacuation route are only three reasons the warrant should be rejected. Public works should not be encouraged to suit the superficial needs of the few. Let us not encourage more building underground or above ground in this historic and fragile neighborhood.

Thank you.

Samantha Fremont-Smith
27 Main Street
Sconset

This email was scanned by Bitdefender

From: [Nell Morgan](#)
To: [Erika Mooney](#)
Subject: Citizens warrant article #18
Date: Tuesday, September 5, 2023 1:34:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms Mooney,

I am writing to you in regards to citizens warrant article #18. I am a resident of Sconset and oppose article #18. The proposed extension of the sewer system into Codfish Park is overwhelmingly not supported by residents of Codfish Park or Sconset. The reasons are many that you have heard before and I think the most serious of them all is the possible destabilization of the bluff and thereby the homes on Front Street. The owners of 8 Banks have proposed this as a way to add a basement to their existing house at the base of the bluff because their current septic system will not support a basement. The expense to the Codfish Park residents as well as the Town is also a driving reason that this is not a well received proposal. I ask you and the Select Board to strike down this proposal.

Respectfully,

Nell Wilson
39 Main Street
Siasconset, MA 02564

Sent from my iPhone

This email was scanned by Bitdefender

From: [Daryl Westbrook](#)
To: [Erika Mooney](#)
Subject: Sewer in codfish park
Date: Tuesday, September 5, 2023 1:57:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Growing up in Sconset and watching the transform of a little sundry shop selling candy etc by ma Aries and then converted into a livable cottage. But cottage is what it is. Let's stop with have to have bigger forgetting the neighborhood. Buy somewhere else why ruin the aesthetics of cod fish park. If one does who is to say it won't be the next trend. Daryl Westbrook

Sent from my iPhone

This email was scanned by Bitdefender

From: [Joseph Arvay](#)
To: [Erika Mooney](#)
Subject: 8 Bank St. Codfish Park
Date: Tuesday, September 5, 2023 1:59:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Erica,
Could you please forward my thoughts on the 8 Bank Street sewer issue to the Select Board/Sewer Commissioners?

The Board of the Siasconset Civic Association is opposed to the 8 Bank Street project because it is adjacent to the Middle Gully emergency access road for all of Codfish Park (and building into the bank may destabilize it); the sewer system is expensive and disruptive to the neighborhood as well as the Town not to mention finding space for grinder pumps, holding tanks and connection lines; and there is no water quality issue in Codfish Park that a sewer addresses.

Linda Williams assisted in getting the 100 signatures necessary for the Article. No one from Codfish Park signed it.

Having lived in Sconset for 20 years now I would like to share a further perspective on this issue. Let's call it like it is.

Time after time new home owners are welcomed into the village. They subsequently perform major unwelcome alterations to their historic cottages, much to the chagrin of their neighbors, and a year later, they are gone albeit with a fatter wallet. The cottages and neighborhood are changed forever.

Does anyone think that Linda Williams has any consideration for the historic nature of our tiny village?

She's proposing a major disruption of Codfish Park, so she can make a buck.

As far as those who say "this is America we should be able to do what we want on our properties". I agree for 99.9% of the time. The quiet little historic village of Sconset is the .1% exception. Without its very special character of the cottages and lanes, it will be just another seaside town.

Sincerely,
Dr. Joseph Arvay
11 Front Street, Sconset
Sent from my iPhone

This email was scanned by Bitdefender

From: [Anthony Vale](#)
To: [Erika Mooney](#)
Cc: [Elizabeth Vale](#); [Karel Greenberg](#)
Subject: Codfish Park sewer proposal
Date: Tuesday, September 5, 2023 2:03:19 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mooney: I write to add my voice in opposition to the sewer proposal. My wife and I live at 8 Westerwick Drive, Siasconset and have owned the house for 24 years. We have been associated with Sconset for over 50 years, working or renting houses here before we owned a house.

I support the reasons submitted by the Sconset Civic Association in opposition. Codfish Park is unsuitable for more intense use that a new sewer system will inevitably bring.

Anthony and Elizabeth Vale.
610-202-2951

This email was scanned by Bitdefender

From: [MARK BURLINGHAM](#)
To: [Erika Mooney](#)
Subject: 8 Bank
Date: Tuesday, September 5, 2023 2:51:23 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Why should the homeowners in Codfish Park be asked to incur additional expense because the homeowners want to build a basement.

Our existing septic configuration works just fine.

Mark Burlingham
15 Beach St

This email was scanned by Bitdefender

From: [Tim Cashman](#)
To: [Erika Mooney](#)
Subject: Citizen Warrant Article #18
Date: Tuesday, September 5, 2023 2:52:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Select Board/Sewer Commissioners c/o Erika Mooney,

I write to you today to voice my **opposition** to the Citizen Warrant Article #18, a proposal to expand the Siasconset Sewer District to Codfish Park.

As a resident of Sconset, I see no reason why the homeowners of Codfish Park should be forced to endure the massive disruption and incur the expense to install a connection to this proposed infrastructure. They currently have septic systems that are compliant.

I stand with the Board of the Siasconset Civic Association, who is opposed to the 8 Bank Street project because it is adjacent to the Middle Gully emergency access road for all of Codfish Park. This "building" into the bank may destabilize it. The sewer system is expensive and disruptive to the neighborhood. Also, Town has not mentioned anything about finding space for grinder pumps, holding tanks and connection lines, and there is currently no water quality issue in Codfish Park that this sewer system addresses.

I also believe that this is an "abuse of power" and an "end around play" by Linda Williams to support the building plans of the owners of 8 Front Street that wish to install a basement. What Linda Williams is doing here is shameful.

Please feel free to contact me if needed.

Regards,

Tim Cashman
7 Hawks Circle
Siasconset, MA
02564

443-632-4146

This email was scanned by Bitdefender

From: [Peter Kurzina](#)
To: [Erika Mooney](#)
Cc: [Siasconset Civic Association](#)
Subject: Citizen's Warrant Article #1`8!
Date: Tuesday, September 5, 2023 3:05:47 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Members of the Nantucket Select Board:

On September 13th you will consider Citizen Warrant Article #18, a proposal to expand the Siasconset Sewer District to Codfish Park, where houses are currently served by septic systems.

- The Town's Comprehensive Wastewater Management Plan does not identify Codfish Park as an area needing to be sewerred. This expensive sewer project would be ineligible for low interest state loans.
- The construction risks and impacts would be significant, from digging up low-lying streets, to the possible collapse during sewer excavation of Middle Gully, the emergency access road, or a break in the Codfish Park water line under the gully.
- If passed, this could greatly expand the footprint of homes in Codfish Park and substantially change its character.
- Codfish Park homeowners would be assessed a betterment fee and forced to pay to connect their properties whether they want to or not.
- Sewering would eliminate septic system recharge of groundwater in Codfish Park.
- The adoption of a Siasconset coastal resiliency district that includes Codfish Park should precede any consideration of sewer expansion.

This Citizens Warrant is an end run and blatant abuse of town boards and the town meeting warrant process. It is perpetrated by the landowner (represented by Linda Williams) of 8 Bank Street at the foot of Middle Gully who wants to build a new house with a 10+ foot deep basement of living space down and into the 'Sconset Bank. Due to its location and impacts the project is widely opposed by the community and the Siasconset Civic Association has commented extensively on it.

The property's septic system permit does not allow for construction of a basement. After the Health Department strongly recommended against granting a septic system variance for the basement, the owners had their variance request removed from the Board of Health agenda. The basement has also run into opposition from the Zoning Board of Appeals, which began reviewing the project over 18 months ago. To circumvent the ZBA's likely denial of the special permit, the owners are now seeking to withdraw this permit application without prejudice, meaning it could be refiled at any time. Undeterred, the owners have now filed a warrant article that would effectively authorize sewerage Codfish Park, thereby making the basement possible. who is doing this solely for his/her benefit...and no benefit to the town's residents.

Selectpersons: Please put an end to this self-serving mockery and blatant abuse of town boards and the town meeting warrant process.

Sincerely,

A handwritten signature in black ink, appearing to read 'PK' or 'Peter Kurzina', enclosed in a thin black rectangular border.

Peter Kurzina

43 year member of the 'Sconset Community

This email was scanned by Bitdefender

From: [Lisa Soeder](#)
To: [Erika Mooney](#)
Subject: Comments to Town Warrant Article 18 Regarding Expansion of Town Sewer to Codfish Park for Benefit of 8 Bank Street
Date: Tuesday, September 5, 2023 3:34:03 PM
Attachments: [13 Broadway Letter to Select Board vs Article 18.docx](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erika-

Attached, please find my comments to the Select Board regarding and my request that it recommend against Town Warrant Article 18 (filed on behalf of the owners of 8 Bank Street to expand the Siasconset sewer district's service to Codfish Park) at its September 13th meeting.

Respectfully submitted.

Lisa Soeder

Soeder & Associates, LLC
100 Pearl Street, 14th Floor
Hartford, CT 06103
Telephone (860) 246-1600
Fax (860) 246-1700
Writer's Direct Line: (860) 246-1800
Cellular (860) 685-0678
E-mail: lsoeder@soeder-associates.com
Web Site: www.soeder-associates.com

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This email was scanned by Bitdefender

13 Broadway, Siasconset, Massachusetts
(860) 685-0678
Isoeder@soeder-associates.com

September 5, 2023

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

Re: Opposition to Citizen Warrant Article 18 (Proposal to Expand the Sewer District to Codfish Park for the Benefit of 8 Bank Street)

To the Select Board:

I am a year-round resident of 13 Broadway, a 271 year-old (foundationless) whaling cottage located at the very top of the Middle Gully Road. I am writing in strong opposition to Citizen Warrant Article 18 scheduled for the November 7th Special Town Meeting (the "Warrant") which was filed on behalf of the non-resident owners of the rental property at 8 Bank Street (the "Owners"). Due to its location and impact, the proposed 8 Bank Street project involving deep excavation into the adjacent embankment to add an additional bedroom (the "Project") is widely opposed by the Siasconset community, including the Siasconset Civic Association which has commented extensively on it. The salient concerns of the community noted in an August 5th Action Alert are set forth in the footnote below.¹ Sadly, the filing of the Warrant is a classic example of two people putting their own interests above the interests of all of Codfish Park, the Siasconset Historic District and the Town of Nantucket taxpayers, and represents a blatant abuse of our town boards and of the town meeting warrant process.

Although there is no water quality issue in Codfish Park that sewerage would address and Codfish Park is not listed as an immediate needs area, this Warrant seeks to expand the Siasconset Sewer District to all of Codfish Park simply to circumvent the Owners' inability to obtain the septic system variance it would need to add the proposed additional below-grade bedroom to their short-term rental property (due to Board of Health's staff recommendations against the Project and a likely denial by the Zoning Board of Appeals of the special permit requested by the Owners for the septic system variance necessary for the Project).

I am concerned and have written extensively to the Historic District Commission and the Zoning Board of Appeals against the deep excavation the Project would involve and the potential damage to Middle Gully Road and Codfish Park's underlying water line, my home, and other houses on historic Front Street and Broadway and in the Siasconset Historic District. This letter reflects my additional concerns arising from the Warrant including:

1

- The Town's Comprehensive Wastewater Management Plan does not identify Codfish Park as an area needing to be sewerage. This expensive sewer project would be ineligible for low interest state loans.
- The construction risks and impacts would be significant, from digging up low-lying streets, to the possible collapse during sewer excavation of Middle Gully, the emergency access road, or a break in the Codfish Park water line under the gully.
- If passed, this could greatly expand the footprint of homes in Codfish Park and substantially change its character.
- Codfish Park homeowners would be assessed a betterment fee and forced to pay to connect their properties whether they want to or not.
- Sewerage would eliminate septic system recharge of groundwater in Codfish Park.
- The adoption of a Siasconset coastal resiliency district that includes Codfish Park should precede any consideration of sewer expansion.

- the construction and excavation impact that connecting Codfish Park to Town sewer will have on properties above and below the embankment;
- the collateral costs to either the Town (if they do a central pump station) or to Codfish Park homeowners (if they don't but require a hook up to the system, individual pumps and any electrical upgrades that might be required to power such pumps);
- the fact that Codfish Park is in a velocity zone for coastal zone flowage (meaning that should Codfish Park be connected to Town sewer, the new system could be compromised during a storm); and
- the cost to Nantucket taxpayers and to property owners in Codfish Park to fix a problem that doesn't exist for anyone but the Owners.

By this letter, I respectfully request that the Select Board recommend against the Warrant.

Sincerely,

A handwritten signature in cursive script that reads "Lisa P. Soeder".

Lisa P Soeder

From: [Fallon, Lynnette](#)
To: [Erika Mooney](#)
Cc: gerardfallon@comcast.net
Subject: Codfish Park Sewer
Date: Tuesday, September 5, 2023 3:46:25 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Nantucket Select Board

We own the house at 34 King Street in Siasconset. We join the Board of the Siasconset Civic Association in opposition to the proposal to extend the sewer to Codfish Park so that 8 Bank Street may excavate a 10 foot basement. This project sounds dangerous to the stability of a sandy area and cliff and does not have the support of other residents of Codfish Park.

Lynnette and Gerard Fallon

This email was scanned by Bitdefender

From: [Rena Crisp](#)
To: [Erika Mooney](#)
Subject: Citizen Warrant Article #18 - Strongly Oppose
Date: Tuesday, September 5, 2023 5:55:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Select Board/Sewer Commissioners c/o Erika Mooney:

As a current homeowner and seasonal resident of 'Sconset since 1956, I strongly oppose the Citizen Warrant Article #18. I believe that the proposal is a bad idea for all the reasons outlined by the Siasconset Civic Association.

Thank you,
Rena Crisp

This email was scanned by Bitdefender

From: [Jeff Gardner](#)
To: [Erika Mooney](#); [Ann M. Ramsey](#)
Subject: RE: Citizen Warrant Article 18
Date: Tuesday, September 5, 2023 6:01:59 PM
Attachments: [Article18-Opposed-Gardner-sig.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erika,

Please see the attached letter re: Citizen Warrant Article 18, which will be heard at the Select Board meeting tomorrow, Sept. 6.

Can you please include this letter in the viewpack for the meeting? Apologies for the late delivery to you.

Thank you for your help with this.

Best regards,

Jeff Gardner

This email was scanned by Bitdefender

9 Broadway - 9 Front Street
917-952-3083
jeffgardnertx@gmail.com
ann@mppllc.us

September 5, 2023

Town of Nantucket Selectboard
16 Broad Street
Nantucket, MA 02554

Re: In OPPOSITION to Citizen Warrant Article 18 (Proposal to Expand the Sewer District to Codfish Park)

To the Select Board:

My wife, Ann, and I write to you today in opposition to Citizen Warrant Article 18, filed on behalf of the owners of the property located at 8 Bank St. in Codfish Park. Our historic property, Snug Harbor, is located at 9 Broadway/9 Front Street, directly abutting 8 Bank Street to the west.

The filing of this article is part of an elaborate plan, apparently orchestrated by Linda Williams and her client, to drag an entire neighborhood into an unnecessary, costly and destructive infrastructure expansion project, for the sole reason that Ms. Williams' client wishes to dig a ten-foot basement into the fragile 'Sconset embankment.

Williams and her client devised this plan when it came to light that the property's existing septic system permit does not allow for construction of the basement – part of a larger construction project that has met with intense opposition from numerous 'Sconset residents and community organizations. It is interesting to note that a review of the list of 100 signatures required to present the Article discovers not a single signature from a Codfish Park resident. Those who reside in the neighborhood do not want this.

Neighbors and residents have voiced opposition to this project at every level – HDC, ZBA, Select Board – for months. The construction risks and impacts are immense; this project is unnecessary and should not be allowed to proceed.

With respect, we request that the Select Board recommend against this Warrant.

Sincerely,



Jeff & Ann Gardner

From: [Betsy Boe](#)
To: [Erika Mooney](#)
Subject: Codfish Park Sewer Warrant Article
Date: Wednesday, September 6, 2023 8:45:10 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms Mooney,

I'm writing to express my opposition to the proposed warrant article bringing public sewer to Codfish Park . This article is an obvious end run around the Board of Health and Zoning Board authority to review and approve the application of the 8 Bank Street property for a non conforming

basement project that would triple the size of the home. Both boards opposed. And it would require an entire neighborhood to absorb the large costs of converting to public sewer in order to underwrite and accommodate the whims of the 8 Bank Street owners. The possibility that the property will be sold after renovation seems likely as it's currently being rented on a regular basis. And the owners have made little effort to coordinate with the interests of the neighboring Codfish Park neighbors.

Sadly this portends another example of dollar's leading decision making on Nantucket.

Betsy Boe

Sent from my iPhone

This email was scanned by Bitdefender

From: [Paul Collins](#)
To: [Erika Mooney](#)
Subject: 8 Bank Street
Date: Tuesday, September 5, 2023 10:12:44 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erica,

Below is a letter to the select board and sewer commission from Dr. Joseph Arvay which I heartily endorse. Please forward my opinion to these parties.

Thank you,

Paul Collins
14 Evelyn Street
Siasconset
781-264-1218

The Board of the Siasconset Civic Association is opposed to the 8 Bank Street project because it is adjacent to the Middle Gully emergency access road for all of Codfish Park (and building into the bank may destabilize it); the sewer system is expensive and disruptive to the neighborhood as well as the Town not to mention finding space for grinder pumps, holding tanks and connection lines; and there is no water quality issue in Codfish Park that a sewer addresses.

Linda Williams assisted in getting the 100 signatures necessary for the Article. No one from Codfish Park signed it.

Having lived in Sconset for 20 years now I would like to share a further perspective on this issue. Let's call it like it is.

Time after time new home owners are welcomed into the village. They subsequently perform major unwelcome alterations to their historic cottages, much to the chagrin of their neighbors, and a year later, they are gone albeit with a fatter wallet. The cottages and neighborhood are changed forever.

Does anyone think that Linda Williams has any consideration for the historic nature of our tiny village?

She's proposing a major disruption of Codfish Park, so she can make a buck.

As far as those who say "this is America we should be able to do what we want on our properties ". I agree for 99% of the time. The quiet little historic village of Sconset is the 1% exception. Without the very special character of its cottages and lanes, it will be just another seaside town.

Sincerely,
Dr. Joseph Arvay
11 Front Street, Sconset

From: [Helen Strong](#)
To: [Erika Mooney](#)
Subject: Opposition to Warrant Article # 18 for the November 7, 2023 Special Town Meeting
Date: Wednesday, September 6, 2023 11:25:04 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Erica Mooney -- Please forward to the Select Board --

Dear Members of the Select Board,

I am writing to express my opposition to Warrant Article #18, which will be considered at the November 7 Special Town Meeting.

I am a lifelong summer resident of 'Sconset, residing at 18 Broadway in the heart of 'Sconset village.

This is an ill-conceived effort by the owners of one property to force the sewerage of Codfish Park to enable them to build an oversized, environmentally risky home because their permitting attempts through normal channels have failed.

Residents of Codfish Park have their urgent concerns about sewerage their neighborhood, but as a resident of the village above the bank, I am also concerned -

- about the unnecessary disruption that would be involved in digging up picturesque Front St. and Middle Gully, which is an emergency access for Codfish Park and a well-trodden path to 'Sconset beach. I am also afraid that sewerage Codfish Park could lead to a rash of new development in an environmentally sensitive area that could greatly expand the footprint of homes in Codfish Park and substantially change its character.

Sincerely,

Helen Strong
helenmstrong1@gmail.com
18 Broadway 'Sconset

From: [Peter Krogh](#)
To: [Erika Mooney](#)
Subject: #8 Bank Street
Date: Wednesday, September 6, 2023 12:27:20 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mooney, The proposal to sewer Codfish Park to satisfy the needs of a single homeowner is brazen. Codfish Park, with its septic systems, is just fine as it is. There is no need to turn it upside down so that the owners of #8 Bank Street can erect a mini skyscraper which, in itself, would risk undermining the bank while ruining the charming low-slung character of Codfish Park. Sincerely, Peter F. Krogh, 16 Broadway, Siasconset.

--

None

This email was scanned by Bitdefender

From: [Margaret Van Deusen](#)
To: [Erika Mooney](#)
Subject: Citizen Warrant Article #18
Date: Wednesday, September 6, 2023 2:16:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erika,

Please distribute my comments below to the Select Board. Thank you.

Margaret Van Deusen

Dear Chair Holdgate and Select Board Members,

I am writing to you in your role as Sewer Commissioners about Warrant Article #18 to expand the sewer district to Codfish Park for the November Special Town Meeting.

Because I have heard statements that sewerage Codfish Park (CFP) would be an environmental benefit, I offer these comments based on my over 30 years of experience as an environmental attorney in Massachusetts. My sisters and I also own 7 Front Street, which is adjacent to Middle Gully.

Sewers are not a panacea in low lying coastal areas. While many factors go into sewerage decisions, one of the most important is water quality. Unlike other parts of the island, there is NO water quality issue that sewerage CFP would address. With the exception of 2 samples in 2021, Siasconset beach water quality samples have been consistently well below the MA water quality standard for bacteria for many years:

https://ma.healthinspections.us/public_21/beaches.cfm?bID=12266&func=details. Sconset is not identified as a needs area in the Town's Comprehensive Wastewater Management Plan.

The septic systems in CFP appear to be working and as houses there are sold, existing systems are being upgraded under Title 5. This area is not within the Zone II of the public drinking water wells so there is no threat to drinking water. It is my understanding that many, if not most, CFP homeowners are against sewerage.

Before the Town considers whether to adopt Coastal Resiliency Districts, it would be premature to expand the sewer district. Any decision on sewerage should follow full discussion by town departments, boards, and the community. Instead, the warrant article is being driven by one owners' desire for a basement. If the article was to pass at the Special Town Meeting, it would result in a kind of "spot" sewerage, --likely pre-empting some resiliency district performance standards yet to be developed. Absent water quality issues, climate adaptation planning is moving away from "gray" hard-piped infrastructure to green infrastructure, or nature-based solutions.

The sewer pipe on Front Street is over 100 years old. A waste water connection to it from CFP would require digging up Front Street and Middle Gully, an historic public byway, in addition to all the near sea level roads in CFP. Based on recent geotechnical surveys by the owner of 8 Bank Street, the gully is supported only by rubble. Its collapse during sewer pipe construction would eliminate the emergency access to CFP and wipe out the water supply line to CFP that runs underneath it.

Thank you in advance for your consideration. I hope you will vote against recommending this warrant article to town meeting.

Sincerely,
Margaret Van Deusen
7 Front Street

This email was scanned by Bitdefender

From: normajgoldman@aol.com
To: [Erika Mooney](#)
Subject: Cod fish park septic system
Date: Wednesday, September 6, 2023 2:20:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please be advised that we think the idea of trying to put a septic system in Codfish park is ridiculous. Please just have your people come down and take a look at what would have to happen to do this, and that it would endanger the whole bluff, where people already have houses that would be put in danger from this work. Besides if you look at the Coastal flooding prediction this neighborhood is already endangered. Just because one buyer wants to put in a basement but cannot do so, this buyer has requested septic to get around this. It is totally out of balance. Thank you. Sincerely,
Norma and Loren Kroll

24 Coffin Street
Siasconset, MA 02564

This email was scanned by Bitdefender

From: [Kit Murphy](#)
To: [Matt Fee](#); [Thomas Dixon](#); [Brooke Mohr](#); [Dawn Hill Holdgate](#); [Malcolm MacNab](#); [Erika Mooney](#)
Subject: Warrant Article #18-Sewering Cod Fish Park
Date: Wednesday, September 6, 2023 2:27:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I am writing to go on record as being 100% wholeheartedly in opposition to Special Town Meeting Warrant Article #18-Sewering Cod Fish Park.

There are many reasons why I oppose Article #18 but I will only be enumerating one reason in this email. I will also be attending the SelectBoard meeting on September 13th to speak in opposition to Warrant Article #18 and intend to raise a number of other reasons then.

My main reason for opposing Warrant Article #18 is it amounts to nothing more than "spot sewerage". This article was put forward by Linda Williams as the agent for Nicholas Amendolare the owner of 8 Bank Street in a blatant attempt to circumvent Nantucket's regulatory process by making an "end run" around various Town boards and the Town Meeting warrant process.

Mr. Amendolare, represented by Ms. Williams, quite simply wants Cod Fish Park included in the Siasconset Sewer District so that he, and he alone, may hook into the Town sewer for the purpose of adding a basement/additional bedroom to his recently purchased one bedroom home. He is taking this approach after being met with resistance by every Town Board he has gone before to date. His current Septic Permit does not allow for a basement/additional bedroom and he has been informed that requests for any type of variance would not be granted...hence his desire to sewer Cod Fish Park and circumvent the issue at great monetary expense to the homeowners of Cod Fish Park and the Town.

Mr. Amendolare is the only resident of Cod Fish Park interested in hooking into the Town sewer. There is no other member of Cod Fish Park in favor of this or desirous of being on the Town sewer. The homeowners/residents of Cod Fish Park are adamantly in opposition to Warrant Article #18.

It is my fervent hope the Select Board sees through Mr. Amendolare's and Ms. William's, machinations, benefitting this single homeowner, and gives its negative recommendation to Warrant Article #18.

I look forward to appearing at the September 13th Select Board meeting and further speaking out against Warrant Article #18.

Finally, I thank you for all your work on behalf of Nantucket. I'm in awe and, quite frankly, don't know how you do it!

Best regards,

Katherine (Kit) Murphy
(617) 833-5103 Phone or Text

From: [Belichick, Bill](#)
To: [Erika Mooney](#)
Cc: ["Debby Belichick"](#); [Belichick, Stephen](#); ["Belichick, Amanda"](#); [Belichick, Brian](#)
Subject: re: codfish sewer system
Date: Friday, September 8, 2023 2:01:43 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are writing to let you know of our opposition to a sewer system in Codfish Park, for many reasons. The project is adjacent to the Middle Gully emergency access road for all of Codfish Park (and building into the bank may destabilize it); the sewer system is expensive and disruptive to the neighborhood as well as the Town not to mention finding space for grinder pumps, holding tanks and connection lines; and there is no water quality issue in Codfish Park that a sewer addresses.

Thank you.

Bill, Debby, Amanda, Steve, & Brian Belichick
(property owners of 3 N. Gully, 5 N. Gully, & 7 N. Gully)

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ARTICLE 19

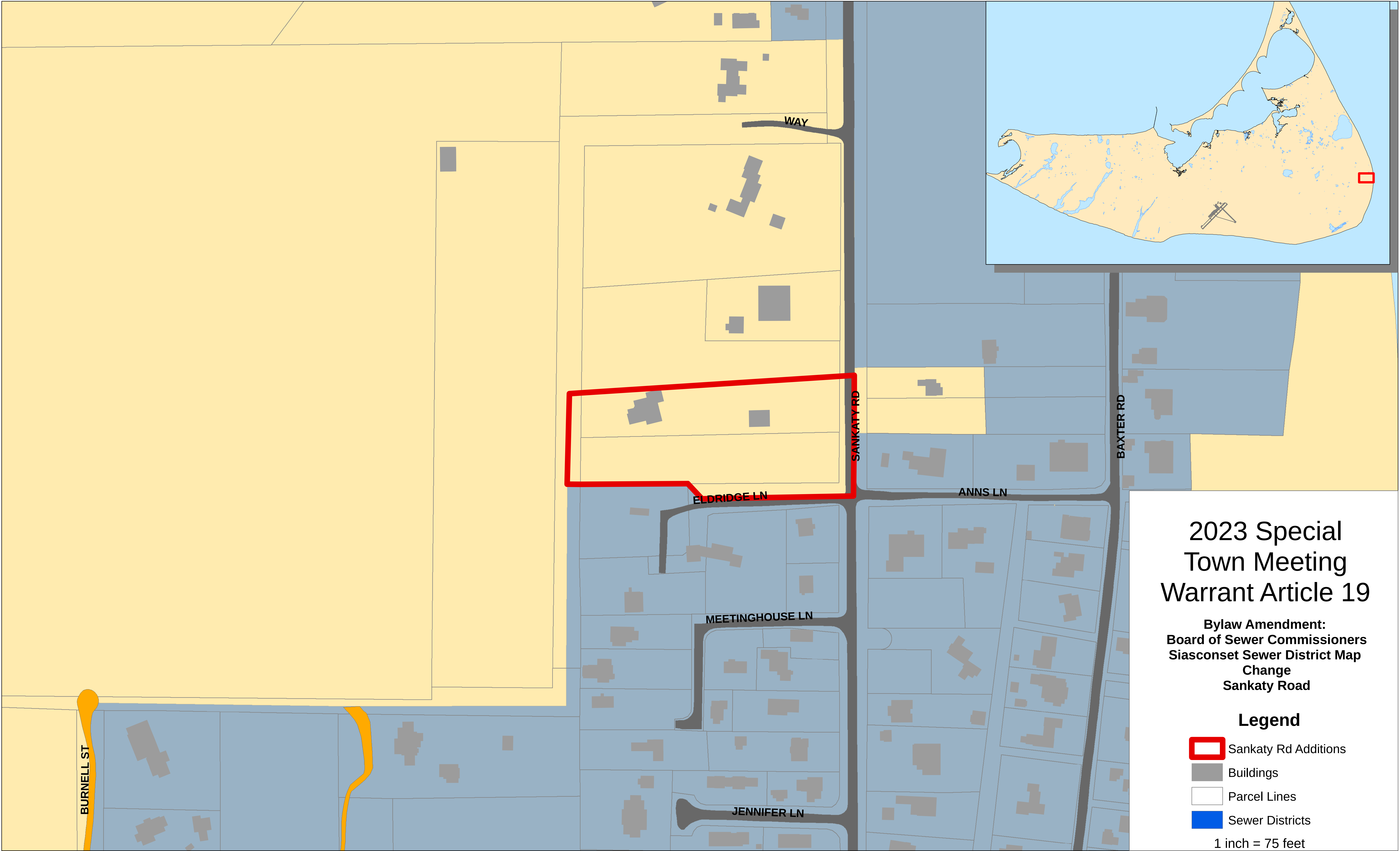
(Bylaw Amendment: Board of Sewer Commissioners/Siasconset Sewer District Map Change - Sankaty Road)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Siasconset Sewer District) of the code of the town of Nantucket by adding the following properties, currently outside of the district. All as shown on the attached map.

Map	Lot	Number	Street
49	80.2	62	Sankaty Road
49	80.1	64	Sankaty Road

Or to take any other action related thereto.

(Linda F. Williams, et al)



2023 Special Town Meeting Warrant Article 19

Bylaw Amendment:
Board of Sewer Commissioners
Siasconset Sewer District Map
Change
Sankaty Road

Legend

- Sankaty Rd Additions
- Buildings
- Parcel Lines
- Sewer Districts

1 inch = 75 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2018 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through October, 2022.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet



Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses must require of the relevant agency for applicable requirements.
The presence of information of this mapsheet does not necessarily imply public right-of-way or the right of public access.

November, 2023

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554



Town of Nantucket Sewer Department WASTEWATER MANAGEMENT

David c Gray Sr
Sewer Director
81 S.shore Rd
Nantucket, Ma 02554
September 8, 2023

Town Direct 508-228-7200 Ext 7800
Cell 401-413-8370
dgray@nantucket-ma.gov

Criteria Checklist for Proposed Expansion of the Sewer District

Special Town Meeting 2023 Article 19 62 and 64 Sankaty Rd. addition to Siasconset Sewer District

After review of the proposed Warrant Article 19 it is the opinion of the Sewer Director, Health Director and Planning Director that this Warrant Article as proposed does meet or exceed all the required criteria and we recommend addition into the Siasconset Sewer District. The addition of these properties will remove all potential contaminants.

Total yes answers equal 12

Checklist Preamble:

The purpose of this checklist is to implement the policy that access to centralized wastewater treatment systems should be evaluated based on objective criteria. The following principles support that policy:

1. The use of wastewater treatment facilities should be optimized to support environmental and public health goals, while also maintaining the traditional appearance of Nantucket's neighborhoods.
2. Private property development and use is managed through zoning, rather than access to public water and centralized wastewater treatment.
3. The following criteria will be used to evaluate applications to expand the sewer districts:
 - Is adequate WWTF capacity available?
 - Do on-site (septic) systems perform well and fit in the neighborhood?
 - Does the application comply with Master Planning and Zoning?
 - Is the proposed expansion a valuable addition to the existing sewer system?
 - Is the proposed expansion adequately funded?

CHECKLIST

CRITERIA TO EVALUATE NON-NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

Property Address to be added to the Sewer District: Recommend adding **62 and 64 Sankaty Rd.** addition to Siasconset Sewer District

1. Capacity:

- Yes ○ No Is there adequate capacity in the sewer system pipes/pump stations, etc.? **(All applicants will be required to provide engineering reports as to the capacity of the existing sewer force main in its entirety before any permits are approved) If Capacity is limited property owners will be required to make improvements or additions to meet future capacities at their expense.**
- Yes ○ No Is there adequate capacity in the WWTP? **Yes these parcels were calculated.**

2. Septic System Criteria:

- Yes ○ No Is the system hydraulically failed according to the Local Board of Health Regulations?
- Yes ○ No Is the system technically failed according to the Local Board of Health Regulations?
- Yes ● No A septic system conforming to Local Board of Health Regulations cannot be installed on the property?
(Correct = yes)
 - X No Are soil structure/ground water elevations problematic?
- Yes ● No Is the existing or proposed septic system within 100 feet of a resource area?
- Yes ○ No Is an alternative septic system is required?

3. Zoning and Land Use:

- Yes ○ No Does the property comply with the 2009 Master Plan?
- Yes ● No Is this an affordable housing project under Chapter 40B or 40R?
- Yes ○ No Is the Lot size less than 40,000 sq ft?
- Yes ○ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study) **(property Borders Siasconset Sewer District.)**

4. Sewer system:

- Yes ○ No Is the property location contiguous to the existing sewer district?
- Yes ● No Does the number of properties which would be served by the extension exceed 5?
- Yes ○ No Does this sewer extension have potential for future extension of the sewer collection system?

5. Financial:

- Yes ○ No Is the sewer being extended to the Town's specifications?
- Yes ● No Will the maintenance of the new infrastructure be private?
- Yes ○ No Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections? **(If it is determined that the existing force main does not have capacity applicants will be required at their expense to upgrade the existing Force Main)**

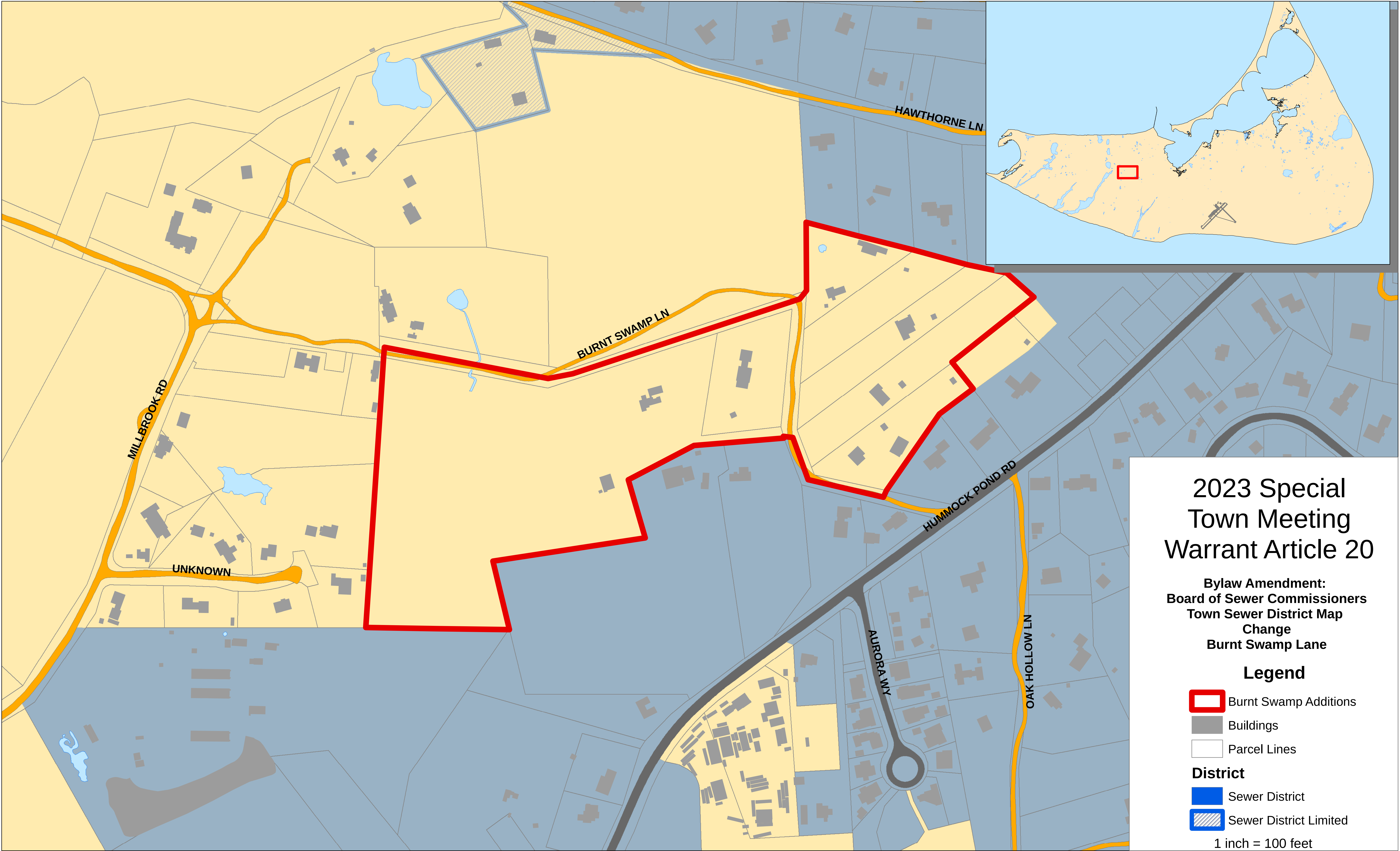
TOTAL YES Answers (must equal or exceed 9 for a positive recommendation **TOTAL Yes** 12)

ARTICLE 20

**(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change
- Burnt Swamp Lane)**

To add: #3, 5, 7, 8, 9, 11 & 14 Burnt Swamp Lane Map 56 Parcels 218, 219, 222, 279, 223, 227 & 2, Respectively to the adjacent Sewer District.

(Carl Borchert, et al)



2023 Special Town Meeting Warrant Article 20

Bylaw Amendment:
Board of Sewer Commissioners
Town Sewer District Map
Change
Burnt Swamp Lane

Legend

- Burnt Swamp Additions
- Buildings
- Parcel Lines
- District**
- Sewer District
- Sewer District Limited

1 inch = 100 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2018 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through October, 2022.

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Town of Nantucket - GIS Mapsheet



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November, 2023

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554



Town of Nantucket Sewer Department WASTEWATER MANAGEMENT

David c Gray Sr
Sewer Director
81 S.shore Rd
Nantucket, Ma 02554
September 8, 2023

Town Direct 508-228-7200 Ext 7800
Cell 401-413-8370
dgray@nantucket-ma.gov

Criteria Checklist for Proposed Expansion of the Sewer District

Special Town Meeting 2023 Article 20

To add: #3, 5, 7, 8, 9, 11 & 14 Burnt Swamp Lane Map 56 Parcels 218, 219, 222, 279, 223, 227 & 2, Respectively to the adjacent Sewer District.

After review of the proposed Warrant Article 20 it is the opinion of the Sewer Director, Health Director and Planning Director that this Warrant Article as proposed does meet or exceed all the required criteria and we recommend addition into the Nantucket Town Sewer District. The addition of these properties will remove all potential contaminants within an area known to have poor soils. **All properties are within a Needs Area.**

Total yes answers equal 14

Checklist Preamble:

The purpose of this checklist is to implement the policy that access to centralized wastewater treatment systems should be evaluated based on objective criteria. The following principles support that policy:

1. The use of wastewater treatment facilities should be optimized to support environmental and public health goals, while also maintaining the traditional appearance of Nantucket's neighborhoods.
2. Private property development and use is managed through zoning, rather than access to public water and centralized wastewater treatment.
3. The following criteria will be used to evaluate applications to expand the sewer districts:
 - Is adequate WWTF capacity available?
 - Do on-site (septic) systems perform well and fit in the neighborhood?
 - Does the application comply with Master Planning and Zoning?
 - Is the proposed expansion a valuable addition to the existing sewer system?
 - Is the proposed expansion adequately funded?

CHECKLIST

CRITERIA TO EVALUATE NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

Property Address to be added to the Nantucket Sewer District: **ARTICLE 20 To #3, 5, 7, 8, 9, 11 & 14 Burnt Swamp Lane Map 56 Parcels 218, 219, 222, 279, 223, 227 & 2.**

1. Capacity:

- Yes ○ No Is there adequate capacity in the sewer system pipes/pump stations, etc.? **(All applicants will be required to provide engineering reports for a sewer extension permit to provide service to the listed lots that will connect to the Gravity Line in Hummock Pd Rd. Applicants will be required to size this extension to meet future capacities at their expense.)**
- Yes ○ No Is there adequate capacity in the WWTP? **Flows calculated in both CWMP's**

2. Septic System Criteria:

- Yes ○ No Is the system hydraulically failed according to the Local Board of Health Regulations?
- Yes ○ No Is the system technically failed according to the Local Board of Health Regulations?
- Yes ● No A septic system conforming to Local Board of Health Regulations cannot be installed on the property?
(Correct = yes)
- Yes ○ No Are soil structure/ground water elevations problematic?
- Yes ● No Is the existing or proposed septic system within 100 feet of a resource area?
- Yes ○ No Is an alternative septic system is required?

3. Zoning and Land Use:

- Yes ○ No Does the property comply with the 2009 Master Plan?
- Yes ● No Is this an affordable housing project under Chapter 40B or 40R?
- Yes ○ No Is the Lot size less than 40,000 sq ft?
- Yes ○ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study) **(properties within the Hummock Pond Needs Area.)**

4. Sewer system:

- Yes ○ No Is the property location contiguous to the existing sewer district?
- Yes ○ No Does the number of properties which would be served by the extension exceed 5?
- Yes ○ No Does this sewer extension have potential for future extension of the sewer collection system?

5. Financial:

- Yes ○ No Is the sewer being extended to the Town's specifications?
- Yes ● No Will the maintenance of the new infrastructure be private?
- Yes ○ No Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections? **(Applicants are required to size the new extension for future capacities within this change area as well as future connections in the Hummock Pond Needs area.)**

TOTAL YES Answers (must equal or exceed 9 for a positive recommendation **TOTAL Yes**__14__

2024 Annual Town Meeting Timeline
as of 090123
Endorsed by SB:

Date	Time	Activity
Wed, Jul 12	5:30 PM	SB schedules 2024 ATM for Tues, May 7, 2024; 2024 ATE for Tues, May 21, 2024
Sept 28, Oct 5		Advertise for citizen article submittals in newspaper
Tues, Oct 3	2pm - 4pm	Town Counsel available for citizen warrant article consultation (on-line)
Wed, Oct 4	9am - 11am	Town Counsel available for citizen warrant article consultation (on-line)
Wed, Oct 11	5:30 PM	SB initial preliminary review of Town-sponsored warrant articles
Wed, Oct 25	5:30 PM	SB continued preliminary review of Town-sponsored warrant articles
Mon, Nov 13	4pm	ATM warrant closes to citizen submittals
Wed, Nov 15	5:30 PM	SB continued preliminary review of Town-sponsored warrant articles
mid-Nov - mid-Jan		Preparation/review of Town-sponsored warrant articles by Town Counsel
Mon, Nov 20		Zoning articles transmitted to Planning; all citizen articles rec'd forwarded to Town Counsel
Wed, Dec 6	5:30 PM	SB continued review of Town-sponsored warrant articles (if needed); review of citizen articles (with Town Counsel)
Wed, Dec 13	5:30 PM	Town Admin presentation of FY 25 GF budget to SB; SB continued review of Town-sponsored warrant articles
Thurs, Dec 14	4pm	FinCom public hrg on citizen warrant articles (incl CPC); Town Counsel present
Wed, Dec 20	5:30 PM	SB continued review of Town-sponsored warrant articles (if needed)
Jan - Feb	TBD	Planning Board hearings re zoning articles
Jan	TBD	CapCom-SB-FinCom review of FY 25 capital project recs
Wed, Jan 3	5:30 PM	SB continued review of Town-sponsored warrant articles
Wed, Jan 10	5:30 PM	SB continued review of Town-sponsored warrant articles; FY 25 GF budget hearing
Wed, Jan 17	5:30 PM	SB adopts warrant with any ballot questions
Fri, Jan 19	4pm	Transmittal of warrant to FinCom, I&M; FinCom public hrg notice sent to newspaper
Thurs, Jan 25		Warrant & FinCom public hrg notice published in newspaper
Jan/Feb	TBD	FinCom review of warrant articles, including budgets, capital
Mon, Feb 5	4pm	FinCom public hrg on warrant articles
Tues, Feb 13		Planning Board motions submitted to Town Administration & FinCom
Feb/Mar TBD		FinCom reviews warrant articles
Tues, Mar 12	4pm	FinCom adopts motions to articles
Thurs, Mar 14	4pm	Joint SB-FC-PB meeting re FC and PB motions
Wed, Mar 20	5:30 PM	SB prelim reiev of recs/comments to warrant articles/motions
Wed, Mar 27	5:30 PM	SB review/adoption of recs/comments to warrant articles/motions
Fri, Mar 29		Warrant with motions sent to printer (2 weeks minimum needed to print & mail)
TBD	8 AM - 8 PM	Voter Registration
Tues, Apr 16		Warrant with motions mailed out to voters*
Thurs, Apr 25	5:00 PM	Finance Committee ATM Informational Session
Thurs, May 2	1pm	FinCom reviews Technical Amendments
Thurs, May 2	2pm	pre-ATM conference with Moderator -- ZOOM
Tues, May 7	5:00 PM	2024 ATM starts

2024 Annual Town Meeting Timeline
as of 090123
Endorsed by SB:

Wed, May 8	5:00 PM	2024 ATM, continued - if needed
Thurs, May 9	5:00 PM	2024 ATM, continued - if needed
Tues, May 21	7 am - 8 pm	Annual Town Election
*by Charter, the warrant with motions must be mailed out to voters 14 days prior to the ATM/due to mail issues in the past, allowing for addl time usually gets the warrants to the voters in time		
Holidays/Vacations:		
Mon, Oct 9, 2023	Indigenous People's Day	
Thurs, Nov 23, 2023	Thanksgiving	
Mon, Dec 25, 2023	Christmas Holiday	
Mon, Jan 1, 2024	New Year's Day	
Mon, Jan 15, 2024	MLK Day	
Mon, Feb 19, 2024	President's Day	
Feb 26 - Mar 1	School vaca	
Sun, Mar 29, 2024	Easter	
Mon, Apr 22, 2024	Passover starts	
Mon, Apr 15, 2024	Patriot's Day	
Apr 15 - 19	School vaca	
Mon, May 27, 2024	Memorial Day	
NOTES:		
Need to add in Public Outreach items		
Schedule builds in about one week to be somewhat flexible (based on mailing to voters date)		

2023 ATM

Technical Amendment #5

Article 81 (Town Council Form of Government)

Amend the Finance Committee Motion as follows:

FINANCE COMMITTEE MOTION: Moved to request that the Select Board establish a committee for the purpose of studying the establishment of a Town Council form of government for the Town and County of Nantucket, with the following conditions.

1. The Town Council shall serve as the legislative body for the Town and County of Nantucket.
2. The Town Council shall employ a Town Manager to manage and implement policies and procedures approved by the Council.
3. The special committee shall consider any structural or administrative details of the Town Council, including but not limited to:
 - a. The number of members of the Town Council;
 - b. How the Council might represent the voters of Nantucket;
 - c. The qualifications necessary to hold a seat on the Town Council;
 - d. The internal organization of the Town Council;
 - e. Compensation of Council members; and
 - f. Any other characteristics of the structure and processes of the proposed Town Council as may be recommended.
- ~~4. The special committee shall complete its work and submit an Article enabling the transition to a Town Council structure no later than Annual Town Meeting 2024.~~

The special committee shall complete its work and submit an Article for either an Annual or Special Town Meeting which, if passed, may enable the transition to a Town Council structure. The timing of the submission is dependent on the execution of all the necessary steps, including appointing the committee, public hearings and writing of the article.