



MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

All meeting **notices and agenda** must be filed and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays and Holidays)

RECEIVED

2024 JUN 17 AM 11:57
NANTUCKET TOWN CLERK
Posting Number:T 563

Committee/Board/s | Parks and Recreation Commission

Day, Date, and Time | Thursday, June 20, 2024 at 4:00 PM

Location / Address | DPW Conference Room at 188 Madaket Road
REMOTE PARTICIPATION VIA ZOOM
The meeting will be aired at a later time on the Town's Government TV YouTube Channel
<https://www.youtube.com/channel/UC-sgxAlfdoxteLNzRAUHixA>

Signature of Chair or Authorized Person | Charlie Polachi, Parks & Recreation Manager

WARNING: IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!

AGENDA

Please list below the topics the chair reasonably anticipates will be discussed at the meeting

Join Zoom Meeting

<https://us06web.zoom.us/j/81748152269?pwd=C3H128ooMEKPBOotbLGbpbDE89pTHW.1>

Meeting ID: 817 4815 2269

Passcode: 983395 Call to Order

This meeting is being audio and video recorded

Approval of Agenda for May 23, 2024

Public Comment

Approval of Minutes from February 15, 2024, March 21, 2024 and April 18, 2024

Discussion of Membership and August Elections- Chair, Vice Chair and Secretary; Parks and Recreation

Delegate to Community Preservation Commission

Changes to Meeting Schedule- Discuss changes to new time and date; discuss returning to in-person meetings

Marina Dzvonik- Licensing Office

- Application from Diana Bau to use Children's Beach on July 3, 2024 with rain date of July 2nd for Children's Book Reading- "Beary & Tinker: Young at Heart" 10:00 AM- 11:00 AM.
- Request from Michelle Birmingham to use Children's Beach on June 22, 2024 for Nantucket Dance Theater Summer Intensive Performance, 6:00-7:15 PM.

- Request from Summer Street Church to use Children's Beach Bandstand and Lawn on Sunday, July 21, 10:15-11:15 AM.

Charlie Polachi- Parks and Recreation Manager

- Nobadeer Field- Athletic Support Building Update
- Annual Town Meeting Recap
 - Article 10 - General Fund Capital Expenditures including:
 - Nobadeer Field- Costs Associated with the Upgrade and Replacement of Turf Maintenance Equipment
 - Purchase Approval of Pick-up Truck and Dump Truck
 - Costs Associated with the Construction of New Playground at Nobaddeer Fields
 - Costs associated with the Reconstruction of Tom Nevers Playground
 - Article 15 - Tom Nevers Park Debris Removal and Erosion Control/Dune Restoration
 - Article 17 - Reconstruction of Jetties Beach Tennis Courts

Adjournment

COMMUNITY PRESERVATION COMMITTEE

The best description of what we do is on the CPC home page which I have included below.

We meet once a month during the months of January through August of each year on the third Tuesday at 10 am by zoom now. We have not decided when to start to meet in person or as a hybrid. Other than the annual meeting (hybrid) in July, the meetings are generally short, less than an hour, in order to vote the requests for funding of the projects that submit their bills for payment.

September 8, 2023 is the hard and fast deadline for FY '25. Funding each year is available to draw on as of July 1 after annual town meeting votes for our recommendations.

Members are assigned projects to manage. That means that you interact with the project managers and review funding requests to make sure that they are within the scope of the applications. There are many projects that are ongoing each year so there are usually few new ones to be assigned. When a member is replaced or resigns from a member entity that new person usually assumes the projects the former member had. No heavy lifting is required. A CPC member is the conduit/liaison from the project managers to the CPC.

In September we get our packets to review and start the discussion about how to make the grants. We tend to meet several times in order to have in person interviews with the grantees then deliberations on how to fund them. Not everyone gets funding if they fall outside of the parameters set by the enabling state legislation. At a minimum, we have to allocate 10% of the proceeds to each of the areas: recreation/open space, affordable housing, historic preservation. If there is no applicant from one of those areas then that money is committed to that 10% and carried over to the next year. CPC funding does not end at the end of any fiscal year but carries over. We never know how much money we have until just before we have to allocate funding. Lately, it has been around 2.5 million.

In the 18 + years we have been in existence, and we were one of the first towns in the state to opt in by a vote of town meeting, we have made grants in excess of 50 million dollars to local projects.

Community Preservation Committee

About the Committee

The Community Preservation Committee is established in accordance with Massachusetts General Law Chapter 44B, sections 3-7. The committee consists of 9 members. The members include an appointed designee from each of the following: the Conservation Commission; the Historic District Commission; the Land Bank; the Planning Board; the Park and Recreation Commission; the Nantucket Housing Authority; and the Board of Selectmen. There are also 2 members-at-large from the community.

The Community Preservation Committee studies the needs, possibilities and resources of the town regarding community preservation. The committee consults with various agencies, organizations and/or individuals, and particularly those represented on the committee, in conducting such studies. The committee makes recommendations to town meeting for: the acquisition, creation and preservation of open space; for the acquisition and preservation of historic resources; for the acquisition, creation and preservation of land for recreational use; for the creation, preservation and support of community housing; and for rehabilitation or restoration of such open space, historic resources, land for recreational use and community housing that is acquired or created as provided in this section. With respect to community housing, the committee recommends, whenever possible, the reuse of existing buildings or construction of new building on previously developed sites.

The committee makes recommendations to town meeting for funding community preservation acquisitions, initiatives and administration. The committee may propose appropriations or reservations from fund financing sources for specific projects or categories of projects, or for other purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund.

As part of its study, the committee holds at least one public information hearing on the needs, possibilities and resources of the town regarding community preservation possibilities and resources of the town.

The Committee meets every third Tuesday of each month at 3:15 pm at the Public Safety Facility Building, 4 Fairgrounds Road, Nantucket, MA.

**REQUEST FOR PROPOSALS
FOR NANTUCKET COMMUNITY PRESERVATION ACT
FISCAL YEAR 2024 FUNDING**

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Proposals will be accepted in person by the Community Preservation Committee located at 4 Winter Street, Rear (follow the path to the handicapped ramp), Nantucket, MA. The deadline for the receipt of a proposal is 4:00 pm Friday, September 9TH, 2022 (hereafter referred to as deadline). Eleven (11) bound copies and one (1) labeled flash drive, of the proposal are required (media must be Windows compatible and the proposal formatted as either/or a combination of files in Microsoft Word or .pdf files in Adobe). **Please note: 10 copies and labeled flash drive will remain in the office and one copy will be date stamped, initialed by a CPC office personnel and returned to the applicant as receipt of delivery.**
2. Award date. Funds will be available to Applicants after July 1, 2023 (Fiscal Year 2024).
3. If any changes are made to this Request for Proposals (RFP), an addendum will be issued. Addenda will be mailed, e-mailed or faxed to all companies, organizations, and individuals on record as having requested the RFP.
4. Questions concerning this RFP must be submitted in writing to the Administrator, Community Preservation Committee, 4 Winter Street, Nantucket, MA 02554 before 4:00PM August 19, 2022. Questions may be delivered, mailed, e-mailed or faxed. Written responses will be mailed, e-mailed or faxed to all companies and individuals on record as having requested the RFP.
5. Responses may be modified, corrected or withdrawn only by written notice received by the Community Preservation Committee prior to the deadline. The modification must reference the original RFP.
6. The Community Preservation Committee reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.
7. The Community Preservation Committee will not be responsible for any expenses incurred in preparing and submitting responses. Furthermore, the Community Preservation Committee will not be responsible for any expenses incurred in the preparation and delivery of a deed restriction. (Please refer to the attached Memorandum of Understanding, Paragraph #3.) All proposals shall become the property of the Town of Nantucket. All plans, specifications and other documents resulting from this contract shall become the property of the Town of Nantucket. Unless specifically exempt under the Massachusetts public records law, the Town has the right to disclose information contained in proposals.
8. This RFP is hereby issued in accordance with Massachusetts General Laws - Chapter 30B.
9. Any proposals received after the deadline will not be accepted.

10. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
11. The Tax Compliance Certification, Certificate of Non-Collusion and Memorandum of Understanding must be included with the proposal. The authorized individual(s) must sign these forms.
12. Unexpected closures. If the Community Preservation Committee Office, located at 4 Winter Street, far rear (follow handicapped ramp) is closed on the deadline, due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the date for project submissions will be postponed until 4:00 PM on the next normal business day. Projects will be accepted until that date and time.
13. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages proposals from qualified MBE/DBE/WBE firms.
14. Applicants should be aware that many overnight mailing services do not guarantee service to Nantucket.
15. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the successful Applicant(s) will be based upon an evaluation and analysis of the information and materials required under the RFP.

II. PROJECT OBJECTIVES.

Projects submitted to the Community Preservation Committee for potential funding should meet the requirements from one or more of the following areas

- the acquisition, creation and preservation of open space;
- the acquisition and/or preservation of historic resources;
- the creation, preservation and support of housing for the community (herein referred to as community housing);
- rehabilitation or restoration of such open space; historic resources; land for recreational use and community housing* that is acquired or created.

Background

The Community Preservation Committee (herein referred to as the “CPC” or “Committee”) is a nine member board established in accordance with Massachusetts General Law Chapter 44B, sections 3-7.

The CPC shall study the needs, possibilities and resources of the Town of Nantucket. The Committee shall consult with various agencies, organizations and/or individuals, and particularly those represented on the Committee, in conducting such studies. In order to disseminate information and increase public awareness, the CPC will hold at least one or more public information sessions yearly as part of its annual review process

The Committee shall make recommendations to Town Meeting for:

- the acquisition, creation and/or preservation of open space;
- the acquisition and/or preservation of historic resources;
- the creation, preservation and/or support of housing for the community;
- rehabilitation or restoration of such open space; historic resources; land for recreational use and community housing* that is acquired or created.

The Committee shall make annual recommendations to Town Meeting for funding community preservation acquisitions, initiatives and administration. The Committee may propose appropriations or reserves from fund financing sources for specific projects or categories of projects, or for other purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund.

* *With respect to housing for the community, the CPC shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.*

III. FORM OF PROPOSAL

The Applicant shall submit a proposal which shall be formatted in the order as shown below. The proposal shall include all details as listed that are considered applicable to the project. All submitted pages must be numbered.

SYNOPSIS

- Project Title
 - Name of Organization
 - CPC Funding Request
 - Synopsis of Project (*one paragraph in length*)
- (Note: The synopsis page is to be only 1 page in length and will be used by the CPC as a description page for various individuals or organizations, press release and/or a potential informational page for Annual Town Meeting.)*

APPLICANT INFORMATION

- Project Title
- Name of Organization (*Please note if public or private*)
- Address (*both Street and P.O. Box*)
- Location of Project site(s) including Tax Map and Parcel numbers with Site Highlighted, Acreage and Zoning District (each as applicable)
- Telephone
- Fax #
- E-mail
- Website
- Contact Person(s) (*Also list appropriate titles, telephone numbers and e-mail addresses*)
- Federal Tax Identification Number (*if non-profit*)

APPLICANT BACKGROUND

- Applicant history and resumes of the three (3) highest officers
- Names of governing board, trustees, directors or members
- Description of any established records of comparable projects

PROJECT INFORMATION

- Scope or Concept of Project
- Project Goal (*List the broad goal(s) of the proposed project*)
- Project Objectives (*List the specific objectives for the project*)
- Describe how the project accomplishes the goals and objectives of the CPA
- Relevance to Community (*Indicate how the project is important and innovative. Also, describe how this project is relevant to the current and/or future needs of the Nantucket Community*)

PROJECT PLAN & FINANCES

- CPC Funding Request (*Total*)
- Proposed schedule (of work) for securing financing, facility design and permitting, construction, implementation of staffing and allocation of units (where applicable). The Applicant should include time-lines, projected required personnel and schedules for completing the project.
- A Financial plan, including project budgets, evidence of interest from potential lenders, statements indicating how CPA funds are to be used by the Applicant, how Applicant intends to bring proposed Nantucket facility to completion, and a “sources and uses of funds” exhibit. The Applicant must detail the time and costs that will be required to complete the project.
- Line item Budget
- Briefly provide justifications of why each type of expense is needed and describe expected project costs (*Personnel (existing and new); operating expenses (e.g. printing, telephone, postage, materials); other expenses*)
- Other Funding Source(s), including private/public/in-kind
- Operation and maintenance plan for proposed Nantucket project
- Project evaluation and maintenance (*Describe how you will monitor progress to identify what works and what needs improvement after the project is completed. Indicate how continuation of the project will be secured after the grant.*)
- Long-term integrity of the project upon completion

SUPPORT DOCUMENTS

- Letters of support from community organizations or other such sources
- References
- Pertinent studies or statistics
- Other relative materials specific to the project
- Copy of most recent Income Tax Form 990
- Copy of last certified audit
- Certificate of Non-Collusion*
- Tax Compliance Certification*
- Memorandum of Understanding*

* Each as provided herein.

IV. PROPOSAL EVALUATION PROCEDURE

The Community Preservation Committee will evaluate proposals according to the quality requirements contained herein. Proposals failing to comply with one or more of the quality requirements stated on the following page shall be disqualified from further consideration.

Proposals that comply with the quality requirements will be further evaluated based on the comparative criteria detailed. Each proposal will be assigned a rating for each comparative criterion and a composite rating.

Finalists will be identified from the evaluation of comparative criteria. The CPC will rank these finalists. The CPC reserves the right to reject any and all proposals if such rejection is in its best interest.

**Community Preservation Committee
Proposal Evaluation Sheet**

Name of Project: _____

Evaluator: _____

Please assign the project a relative score in each criterion, 1 being the least, 5 being the best.
Then tally the total score for the project at the bottom.

Criteria	Score	Comments / Questions
Relevant experience of the Applicant		
Relevant experience of Applicant's staff		
Support Services		
Quality of written materials		
Diversity of programs/services offered		
Participation rates in comparable programs		
Experience working with municipalities		
Implementation plan		
Applicability to goals and objectives of the Community Preservation Act		
Benefit / Risk Analysis of project as it relates to the current and future needs of Nantucket		
Total Score		

V. RULES FOR AWARD.

Each project submitted to the Community Preservation Committee (CPC) will be reviewed between the application deadline and approximately November 2, 2019. Projects accepted for funding by the Community Preservation Committee will be notified during December 2019 . The Community Preservation Committee will then draft a Citizens Warrant Article (herein referred to as the Article) for Annual Town Meeting 2020 (ATM '20). Upon successful passage of the Article at ATM '20 applicants will be assigned a liaison (herein referred to as the (Project Manager) from the CPC. The Project Manager and Applicant will be required to oversee the project. Physical work may commence on a project after the ratification of the Article at ATM (ratification is generally performed at the close of ATM). Any project expenses incurred prior to the ratification of the Article at ATM are the sole responsibility of the applicant. Disbursements for funding of projects will initially be available at the end of July 2, 2020.

In order for funding to be distributed all Applicants must have filed with the CPC a copy of either an appropriate historic preservation restriction, community housing restriction or conservation restriction running in favor of an entity authorized by the Commonwealth to hold such restrictions, meeting the requirements of Chapter 184 of the General Laws pursuant to section 12 of the Community Preservation Act. Funds for creating, implementing and monitoring the deed restriction may not be derived from CPC funds. The deed restriction must be completed by no later than the time that up to 50% of allocated funds have been utilized. In a case whereby a project is believed to be exempt from such a deed restriction, the Applicant must provide proper documentation supporting this exemption. It is the ultimate decision of the Committee to accept or reject this exemption from the deed restriction.

For disbursements from the Project funds, the Applicant in conjunction with the CPC Project Manager must complete a Project Status Report (PSR – see attachment). The Project Manager will then be required to present all pertinent information to the CPC at a regularly scheduled meeting. During these meetings, the Committee members of the CPC will review the PSR and make a determination of eligibility for fund distribution to the Applicant.

The Request for Payment – Guidelines is attached for your information.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Print Name

Title

Name of Organization / Business

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

By: _____
President's Signature

Print Name

By: _____
Treasurer's Signature

Print Name

Date: _____

MEMORANDUM OF UNDERSTANDING (page 1 of 2)

1. Funds may only be spent on items listed on the submitted budget in the application. All changes to budgets must be approved by the CPC in advance, otherwise funding may not be distributed.
2. Funding from the CPC may not be used to replace, or free up for any other use, alternate funds or revenue sources.
3. All projects (unless otherwise exempted) must have a deed restriction appurtenant to the CPC Town Meeting Article. Funds for creating, implementing and monitoring the deed restriction may not be derived from CPC funds. The deed restriction must be completed by no later than the time that up to 50% of allocated funds have been utilized. In a case whereby a project is believed to be exempt from such a deed restriction, the Applicant must provide proper documentation supporting this exemption. It is the ultimate decision of the Committee to accept or reject this exemption from the deed restriction.
4. Applicants must make themselves available in a timely fashion to CPC Commissioners. This may include spot checks on and reviews how CPC money is being spent.
5. Applicants must submit digital photographs of the progress on their project to the CPC. Any photographs submitted are to remain the property of the CPC and may be used to show others the benefits of the Community Preservation Act.
6. **Applicants must note the CPC as a funding source for their project. This notation must appear on any materials involving this project (i.e. press releases, brochures, television ads, signage at project sites). *Repetitive failure of the applicant to adhere to this guideline may lead to denial or revocation of funds.***
7. **All town agencies must inform the Town Administrator and Board of Selectmen before submitting a project proposal to the CPC.**
8. Upon submission of this application to the CPC, the signatory acknowledges that they and their organization have reviewed and understand Massachusetts General Laws Chapter 30B and Chapter 44B. Furthermore, this acknowledges that all projects are subject to current and ongoing state and local laws, rules & regulations.
9. Upon submission of this application to the CPC, the signatory acknowledges that the CPC may utilize opinions from the Massachusetts Community Preservation Coalition and other such sources it deems necessary in reviewing the ongoing status of a project.
10. The applicant authorizes the CPC to perform background checks.
11. The signatory of this document indicates that they have the right to enter into contracts for the Applicant.
12. The Applicant understands that violation of any of these rules and regulations may be grounds for the CPC to delay or deny payment of funds (up to the full amount awarded to the project) on said project.

MEMORANDUM OF UNDERSTANDING (page 2 of 2)

Signature of person signing proposal Title

Print Name Date

Name of Organization / Business

REQUEST FOR PAYMENT - GUIDELINES

1. Each Request for Payment must be accompanied by a PROJECT STATUS REPORT (PSR). The PSR is to be completed by the CPC Project Manager with the Applicant's assistance (Fed ID #'s are in CPC File) and signed by the Applicant's authorized representative and CPC Project Manager.
2. A Cover Invoice, from the Applicant to the CPC on the agency's letterhead, must be attached under the Project Status Report and over the other supporting documents, including invoices, receipts, and cancelled checks. The Cover Invoice should include line by line the annexed invoices (from vendors) and listed in the exact same order as the attached substantiating invoices. Payments will be made directly to the Applicant unless the Applicant is a Town of Nantucket department.
3. When an invoice has been paid by your agency and you are requesting reimbursement, please have a copy of the cancelled check attached to that invoice and PAID stamp and an authorized signature on that invoice, so that the CPC knows to reimburse your organization. If invoices contain items for both project and non-project related items, the invoice should be highlighted to easily reference the items that are project related.
4. State Law prohibits reimbursement for sales tax. Please adjust invoices appropriately to reflect this.
5. Expenses incurred during periods unrelated to an approved project shall not be permitted. All expenses must relate strictly to the project as approved.
6. Phone bill expenses require documented minutes related to the project. Receipts for reimbursable office expenses are required.
7. If payments are for contracted services, a copy of the signed contract should accompany the request. Additionally, we require a detailed report of billable hours (if applicable).
8. If charges are for newspaper ads, tear sheets must be provided. If this is not available, a copy of the advertisement showing the date of publication is required.
9. Fees for meetings and conferences may be reimbursable if they fall within the scope of a project. Official documentation of the meeting, seminar, etc. must be provided.
10. If charges are for travel, receipts are required (tickets, parking vouchers, food) as well as documentation regarding reason for travel (i.e. program, agenda, registration form). Such charges must relate directly to the project. Mileage charges are subject to the standard reimbursement rate applied by the Town of Nantucket.
11. The meals allowances established by the Town shall apply to all reimbursement requests. Gratuities are included within these limits. These limits are strictly adhered to by the CPC. No allowance is permitted for alcoholic beverages.

12. Please DO NOT STAPLE or PAPERCLIP anything in the Request for Funds packet. Whenever possible make sure copies are on 8-½ x 11 paper (i.e. a copy of a cancelled check for a bank statement should be copied onto a standard sheet of paper, not cut out and attached as is).
13. Requests for Payment are voted on by the CPC at a monthly meeting (usually the third Tuesday of each month). All Requests for Payment and supporting documentation are to be submitted to your Project Manager. It is imperative that the Project Manager and applicant have jointly reviewed the Request for Payment before it is submitted to the Committee by the CPC Project Manager.
14. Completed requests must be at the CPC Office by no later than one week before a scheduled CPC monthly meeting.
15. NEVER hesitate to contact either the office Administrator or Chair if you have questions about how to submit a Request for Payment (508-325-6682 or nantucket.cpc@verizon.net).

MEALS ALLOWANCE

MEAL	MAXIMUM ALLOWANCE*	APPLICABLE PERIOD
Breakfast	Eight Dollars (\$8)	on work status before 7:00AM
Lunch 5:00PM	Twelve Dollars (\$12)	on work status from 8:30 AM to
Dinner	Twenty-two Dollars (\$22)	on work status after 7:00 PM

* Maximum Allowance Includes Gratuity



**Community
Preservation
Committee**

PROJECT STATUS REPORT

Approved / Denied

Project Title: _____ Date: _____

CPC Project Manager: _____ Federal Tax ID #: _____

Deed Restriction: On File ☐ Pending ☐ Exempt ☐

Project Representative: _____

Address _____ + _____

Phone / Fax / E-mail: _____

Description of Request / Project Phase:

Project Timeline / Schedule:

Issues / Comments / Concerns:

Total Amount Approved: \$ _____ for FY ____

Balance Forward: \$ _____

Disbursement Amount Requested: \$ _____

Balance Due: \$ _____

Applicant Signature: _____ **Date:** _____

CPC Project Manager Signature: _____ Date: _____

CPC Chairperson Signature: _____ Date: _____

of Attachments: _____ **Next Contact Date:** _____

PROPOSAL CHECKLIST

In order to simplify the evaluation process and obtain the maximum degree of comparison between proposals, the Community Preservation Committee has prepared this checklist for all

responders to use in compiling proposals.

- Community Preservation Act – Request for Proposal
- Copy of most recent Income Tax Form 990
- Copy of last certified audit
- Certificate of Non-Collusion.
- Tax Compliance Certification.
- Memorandum of Understanding

Dzvonik, Marina

From: noreply@civicplus.com
Sent: Friday, April 26, 2024 11:37 AM
To: Dzvonik, Marina
Subject: Online Form Submittal: 2024 Special Event Permit Application

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

2024 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	Diana
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Last Name of Primary Contact	Blau
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Address of Primary Contact	12 Center Street
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Company/Organization of Primary Contact (If Applicable)	Children's Author - dianablau.com
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Town/City	Westport
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State	CT
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Zip	06880
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Email Address	dianasblau@gmail.com
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Phone Number	2032533342
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Cell Phone	2032533342
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On-site Contact	Diana Blau
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Cell Phone for On-site Contact	2032533342
Host Organization (If Different from Above)	<i>Field not completed.</i>
Host Type	Individual
Please Attach 501(c)(3) Documentation	<i>Field not completed.</i>
EVENT OVERVIEW - REQUIRED	
Event Name	Children's Book Reading - Beary & Tinker: Young at Heart
Requested Location of Event (please specify INDOOR or OUTDOOR)	Outdoor - 1st choice under the wood "stage"/awning; 2nd choice on grass area @ Children's Beach
Is this Event open to the public?	Yes
Is there an admission / registration fee?	No
Date of Event	7/3/2024
Start Time	10:00am
End Time	10:45am
Rain Date	7/2/2024
All events must comply with the 10:00 pm Noise Ordinance. Requests for extension past 10:00 pm must be approved by the Select Board	
Set-up Date & Time	7/3/2024 9:45 AM
Tear-Down Date & Time	7/3/2024 11:00 AM
MULTIPLE DATE EVENTS	<i>Field not completed.</i>
Full Schedule of Events	<i>Field not completed.</i>
Est. # of Participants	20
Est. # of Staff	<i>Field not completed.</i>
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?	No
If Yes, Where And When?	<i>Field not completed.</i>
Description of Event (Attach additional documents below)	Bring your kids to listen to a reading of the children's book Beary & Tinker: Young at Heart by author Diana Blau at Children's Beach. Kids of all ages will enjoy a story about her and her husband's old childhood teddy bears who spend their days sitting on a bed but really want to play again. Will they get their wish? We invite children to bring their favorite stuffed animal to listen also! And there is a fun bear craft after the reading. For more info on her book you can visit dianablau.com or @diana_blau_author on Instagram.
Event Description (optional)	<i>Field not completed.</i>
Course Map	<i>Field not completed.</i>
Event Layout/Diagram	<i>Field not completed.</i>

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	I will bring a chair and small table to use for my reading. Kids and parents will sit on the floor.
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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
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Click Here For Temporary Pouring Permit Regulations for the State of Massachusetts:	Temporary Pouring Permit Guidelines
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Alcohol To Be Served	<i>Field not completed.</i>
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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)	No alcohol
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CLICK HERE FOR LIST OF AUTHORIZED SOURCES TO PURCHASE ALCOHOL:	AUTHORIZED SOURCES (in PDF)
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STEP 3: ENTERTAINMENT

Will There Be Entertainment?	No
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Will The Entertainment Be Amplified?	<i>Field not completed.</i>
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Will The Entertainment Be Outside?	<i>Field not completed.</i>
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Description of Entertainment	<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.

STEP 4: STREET AND/OR SIDEWALK BLOCKING

Will Event Require Any Road Or Sidewalk To Be Blocked Or Closed?	<i>Field not completed.</i>
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Address Of Blocking	<i>Field not completed.</i>
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Purpose Of Blocking:	<i>Field not completed.</i>
----------------------	-----------------------------

Street Blocking	<u>Application for blocking of street / sidewalk</u>
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STEP 5: TENTS / TEMPORARY STRUCTURES / STAGES / GENERATORS

Will There Be A Tent Or Other Temporary Structure Erected?	No
--	----

Date Tent/Structure To Be Installed	<i>Field not completed.</i>
-------------------------------------	-----------------------------

Describe Size/Type of Tent/Structure / Stage	<i>Field not completed.</i>
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Tent Company	<i>Field not completed.</i>
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Will this event utilize a generator(s)?	<i>Field not completed.</i>
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Will you be using any lighting?	<i>Field not completed.</i>
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Tent Permit and Checklist	<u>Party Tent Permit Application & Checklist</u>
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STEP 6: FOOD

Will Food Be Served?	No
----------------------	----

Name of Caterer/Food Service Provider	No food
---------------------------------------	---------

Attach Town of Nantucket Catering License (Optional)	<i>Field not completed.</i>
--	-----------------------------

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	2
--	---

Name of Restroom / Portable Toilet Provider	Can use Children's Beach bathrooms
---	------------------------------------

STEP 8: PARKING PLAN

Event Parking	<i>Field not completed.</i>
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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

Diana Blau

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

Dzvonik, Marina

From: noreply@civicplus.com
Sent: Thursday, May 16, 2024 11:46 AM
To: Dzvonik, Marina
Subject: Online Form Submittal: 2024 Special Event Permit Application

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

2024 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	Michelle
Last Name of Primary Contact	Birmingham
Address of Primary Contact	15 Teasdale Circle
Company/Organization of Primary Contact (If Applicable)	Nantucket Dance Theater
Town/City	Nantucket
State	MA
Zip	02554
Email Address	michelle.birm@gmail.com
Phone Number	5086804025
Cell Phone	5086804025
On-site Contact	Maggie O'Keefe

Cell Phone for On-site Contact	5082214872
Host Organization (If Different from Above)	<i>Field not completed.</i>
Host Type	Non-Profit
Please Attach 501(c)(3) Documentation	Proof of Non Profit.pdf
EVENT OVERVIEW - REQUIRED	
Event Name	Nantucket Dance Theater Summer Intensive Performance
Requested Location of Event (please specify INDOOR or OUTDOOR)	Children's Beach Stage
Is this Event open to the public?	Yes
Is there an admission / registration fee?	Yes
Date of Event	6/22/2024
Start Time	6
End Time	7:15 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	6/22/2024 1:00 PM
Tear-Down Date & Time	6/22/2024 7:30 PM
MULTIPLE DATE EVENTS	<i>Field not completed.</i>
Full Schedule of Events	<i>Field not completed.</i>
Est. # of Participants	30
Est. # of Staff	5
Important Notice - Events Over 250	

Any event anticipating over 250 participants requires a Public Hearing at a regularly-scheduled Select Board meeting. Public Hearings must be noticed in the Inquirer and Mirror not less than 10 days 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?	No
If Yes, Where And When?	<i>Field not completed.</i>
Description of Event (Attach additional documents below)	Nantucket Dance Theater's Summer Intensive culminates in a performance by local Nantucket Dancers and the esteemed guest artists Sara Brians and Kendal Walker. The showcase will feature musical theater, jazz, contemporary and tap dance by both the professional artists and kids!
Event Description (optional)	<i>Field not completed.</i>
Course Map	<i>Field not completed.</i>
Event Layout/Diagram	<i>Field not completed.</i>

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	<i>Field not completed.</i>
Beach and Endangered Species Protection <i>Safety of endangered species habitat and beach maintenance are prime concerns</i>	

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 Wine Only

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) No alcohol will be served

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 Recorded music to go with the dancing.

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?	<i>Field not completed.</i>
Address Of Blocking	<i>Field not completed.</i>
Purpose Of Blocking:	<i>Field not completed.</i>
Street Blocking	<u>Application for blocking of street / sidewalk</u>

STEP 5: TENTS / TEMPORARY STRUCTURES / STAGES / GENERATORS

Will There Be A Tent Or Other Temporary Structure Erected?	No
Date Tent/Structure To Be Installed	<i>Field not completed.</i>
Describe Size/Type of Tent/Structure / Stage	<i>Field not completed.</i>
Tent Company	<i>Field not completed.</i>
Will this event utilize a generator(s)?	<i>Field not completed.</i>
Will you be using any lighting?	<i>Field not completed.</i>
Tent Permit and Checklist	<u>Party Tent Permit Application & Checklist</u>

STEP 6: FOOD

Will Food Be Served?	No
Name of Caterer/Food Service Provider	N/A
Attach Town of Nantucket Catering License (Optional)	<i>Field not completed.</i>

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.

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[Temporary Food Event Permit Application](#)

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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	0
--	---

Name of Restroom / Portable Toilet Provider	n/a
---	-----

STEP 8: PARKING PLAN

Event Parking	<i>Field not completed.</i>
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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

Michelle Birmingham

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

TOWN OF NANTUCKET
16 BROAD STREET
NANTUCKET, MA 02554

Hold Harmless Agreement

Agreement between the Town of Nantucket and

(hereinafter the "Applicant").

In consideration of permission to use the public facility described below, the Applicant named above agrees to save and hold the Town of Nantucket, its agents, servants, and employees harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's guests, employees, subcontractors, and/or other persons.

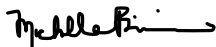
The Applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable), and that the permission is valid only for the activity herein described. Notwithstanding the foregoing, this Hold Harmless Agreement shall be applicable 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.

Applicant's use of premises: _____

Date(s) of Use: _____

Premises: _____



Applicant's Authorized Signatory

Date

Printed Name Title



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Charlie Polachi
Town of Nantucket
188 Madaket Road Nantucket,
Massachusetts 02554 United States

Ship To: Town of Nantucket OutCross
Quote Number: 9060
Quoted Date: Q139132
Prepared By: **08/15/2023**
Dave Beauvais
dbeauvais@turfproductscorp.com
508-243-9675

2023 MA STATE CONTRACT FAC116 PRICING

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	07511DA	Outcross 9060 (With Factory Cab and Loader Arms)	\$106,884.00	21 %	\$84,438.36	\$84,438.36
1	07521	1/2 Yard Bucket	\$1,114.00	21 %	\$880.06	\$880.06
1	07542	Road Light Kit & Horn	\$1,343.00	21 %	\$1,060.97	\$1,060.97
1	133-1038	Wide Angle Mirror	\$204.99	21 %	\$161.94	\$161.94
1	136-1997	Door Mounted Mirror Kit	\$418.90	21 %	\$330.93	\$330.93
1	138-4197	Cat. 2 To 1 Lift Arm Bushing Kit	\$78.39	21 %	\$61.93	\$61.93
1	07547	7-Way Trailer Plug Kit	\$372.00	21 %	\$293.88	\$293.88
1	07530	Cargo Bed	\$4,719.00	21 %	\$3,728.01	\$3,728.01
1	140-0508	Backup Alarm Kit	\$242.71	21 %	\$191.74	\$191.74
1	138-4196	Cat. 2 To 1 Top Link Bushing Kit	\$76.81	21 %	\$60.68	\$60.68
1	07526	Third Function Loader Selector Valve	\$1,987.00	21 %	\$1,569.73	\$1,569.73

Toro Total:	\$92,778.23
Non – Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$92,778.23

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors. Please anticipate a potential price increase by time of delivery

Final pricing will be determined 60 days prior to delivery.



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 243-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

Contact Name: Charlie Polachi

Account Name: Town of Nantucket

Billing Address: _____

Phone number: _____

Account Number: _____

Shipping address: _____

Financing / Leasing
Terms: _____

Setup Instructions: _____

Quote Number: Q139132

Quoted Date: 8/11/2023

Prepared By: Dave Beauvais

Salesman Number: _____

Buyer's PO No: _____

Agreement Signing Date: _____

Requested Delivery Date: _____

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.
Final pricing will be determined 60 days prior to delivery.

BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Buyer's Signature _____
Duly Authorized

Buyer's Printed Name _____
Duly Authorized

Salesperson's Signature: 
Duly Authorized

Salesperson's Printed Name Dave Beauvais
Duly Authorized



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 243-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

TERMS AND CONDITIONS

- 1. ACCEPTANCE OF ORDER.** TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.
- 2. PRICING.** Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.
- 3. CHANGES AND CANCELLATIONS.** Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.
- 4. DELIVERY.** Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.
- 5. RETURNED GOODS AND ERRORS.** Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (60) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.
- 6. FINANCE CHARGE.** Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equaling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).
- 7. SECURITY INTEREST.** To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.
- 8. TERMINATION.** This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.
- 9. REPRESENTATIONS AND WARRANTIES.** SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.
- 10. NOTICE.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.
- 11. REMEDIES.** Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.
- 12. DISPUTE RESOLUTION AND GOVERNING LAW.** The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.
- 13. SEVERABILITY.** In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.
- 14. SURVIVAL.** The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.
- 15. FORCE MAJEURE.** Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.
- 16. ENTIRE AGREEMENT.** This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.
- 17. WAIVER.** The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.



Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





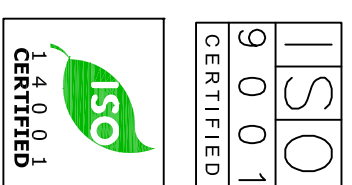
Sports Complex Nantucket, MA





Sports Complex Nantucket, MA





**150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com**

Sports Complex
Nantucket, MA
Representative
MRC

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

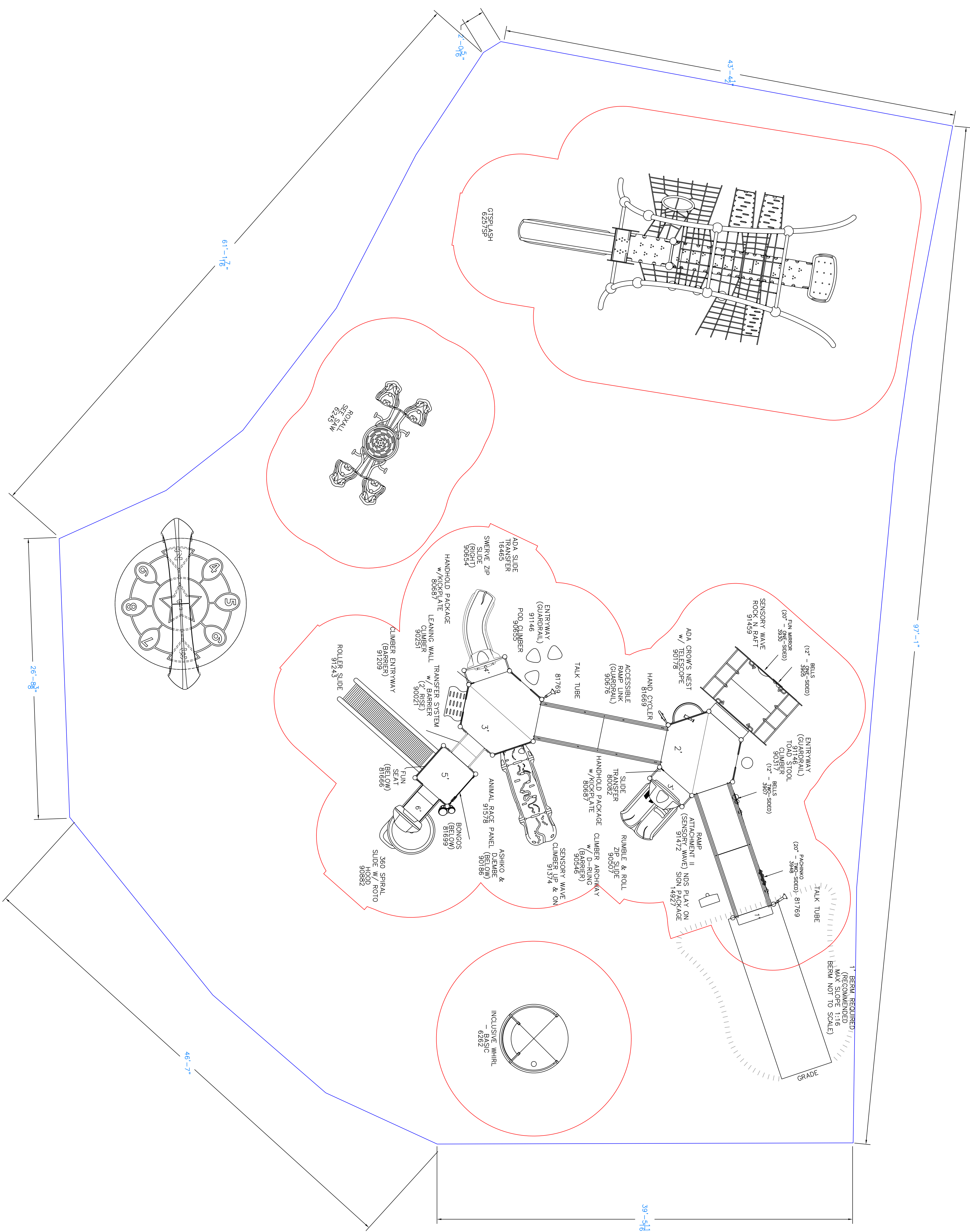
Total Elevated Play Components	0	0
Total Elevated Play Components Accessible By Ramp	0	Required
Total Elevated Components Accessible By Transfer	0	Required
Total Accessible Ground Level Components Shown	0	Required
Total Different Types Of Ground Level Components	0	Required

This play equipment is recommended for children ages 5 - 12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z614

Drawn By: _____
mg
Date: 06.05.23
Drawing Name: _____





MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

06/13/2023
Quote #
111032-01-01

MA Nantucket Town of Sports Complex

Nantucket, Town of
Attn: Charles Polachi
7 Nobadeer Farm Road
Nantucket, MA 02554
Phone: 508 228-7200 Ext. 7522
cpolachi@nantucket-ma.gov

Ship to Zip 02554

Quantity	Part #	Description
1	RDU	GameTime - PS22102- Big Hill Pond- PowerScape 5-12 Unit
1	6257SP	GameTime - GT Splash
1	6245	GameTime - RoxAll See Saw
1	6262	GameTime - Inclusive Whirl - Basic
1	YA3500	Yalp - Yalp Sona dance and play arch, incl. Funky Floor- Dimensions : 16' 4 7/8" x 3' 1" x 12' 5 5/8" approx. Default Color: Orange RAL2000 -language- English Standard Service Pack Amongst others including: - Starter game bundle including the 5 best games; access to all games in library - 2-year warranty on electronic parts (non-electronic parts are described in the warranty document, on-demand) - Internet access; 3G/4G data connection with global coverage* - My Yalp; to remotely control your interactive playset - Ticket support; lifelong online ticket support for all your questions - Continuous firm & software updates - Yalp service; expert, advice, training, and service by Yalp specialist More info in the attached game & service leaflets
1	YA8555	Yalp - Yalp Sona carefree service package- Amongst others including: - Extra 3-year warranty on electronic parts (non-electronic parts are described in the warranty document, on-demand) - Content manager; takes care of installing new games, and keep you and your product up-to-date
1	WARRANTY	Yalp - STANDARD - 2-year warranty – 2-year warranty on the electronic parts* Games Bundle – Comes by default with our 5 best games Internet Access – 3G data connection by Truphone with global coverage My Yalp – Lifelong My Yalp access; remotely control your product and more Ticket Support – Lifelong online ticket support for all your questions Updates Lifelong –firmware & software updates Yalp Service – Lifelong expert advice, training, and service
1	YA3531D1	Yalp - Sona deep mount kit- (to use with concrete) - DEFAULT L-anchors with a mold are provided to install with the use of concrete.
1	INSTALL	Yalp - Installation by a Certified GameTime Installer- <u>This does NOT include the electrical work required for YALP SONA. That to be done by others.</u>
		Total \$390,910.65





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06/13/2023
Quote #
111032-01-01

MA Nantucket Town of Sports Complex

Comments

NOTES:

- ...MA State Contract FAC:104.
- ...Safety Surfacing is NOT included with this proposal.
- ...Tax Exemption Certificate must be submitted with order or tax will be applied.
- ...Customer is responsible for verifying all items and quantities.
- ...Anything NOT specifically mentioned as being included shall be deemed excluded.

CG/mg

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. GAMETIME PLAY PALETTE:

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

This quotation is subject to the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MRC, INC. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to MRC, INC. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 weeks after Marturano's receipt and acceptance of your PURCHASE ORDER, signed quotation, drawing approval (if required) and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





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06/13/2023
Quote #
111032-01-01

MA Nantucket Town of Sports Complex

INSTALLATION: Installation by a Gametime Certified Installer. The terms of installation listed briefly below:

- Installation Pricing is based on manufacturer's recommended footing depth of 30" below finished grade. Any requirement greater than that will incur additional charges.
- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move. All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price. Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; safety surfacing; borders and drainage provisions.

Sales Representative: Conor Gammond/mg

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Email: _____

Facsimile: _____

Purchase Amount: \$390,910.65

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____

Ship To: _____

Bill To Contact: _____

Ship To Contact: _____

Bill To Email: _____

Ship To Email: _____

Bill To Phone: _____

Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____

Ship To Address: _____

Bill To City, State, Zip: _____

Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: mg





Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

06/13/2023
Quote #
111032-02-01

MA Nantucket T own of Sports Complex Surfacing

Nantucket, Town of
Attn: Charles Polachi
7 Nobadeer Farm Road
Nantucket, MA 02554
Phone: 508 228-7200 Ext. 7522
cpolachi@nantucket-ma.gov

Ship to Zip 02554

Quantity	Part #	Description		
1	RUBBERBONDELEVATE	RR - 6,421 SF Rubberbond Elevate Blend		
59	CURBS	RR - 6" Brown Rubber Curbs- Installed		
			Total	\$245,031.00

Comments

NOTES:

- ...Tax Exemption Certificate must be submitted with order or tax will be applied.
- ...Customer is responsible for verifying all items and quantities.
- ...Anything NOT specifically mentioned as being included shall be deemed excluded.

CG/mg





Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

06/13/2023
Quote #
111032-02-01

MA Nantucket Town of Sports Complex Surfacing

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature: _____ Date: _____

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired. Please Initial:

Rubberbond: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and non-stationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimers: Color may go through a burnout or yellowing effect for a few weeks and then return to normal. Please Initial:

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding affect" on the color. Installation is not included unless otherwise noted. Please Initial:

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubberecycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberecycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the in personam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.





Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

06/13/2023
Quote #
111032-02-01

MA Nantucket Town of Sports Complex Surfacing

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberecycle™ harmless of and free from any liability which may be asserted against Rubberecycle™ by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will rubberecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.

SIGNATURE: _____ DATE: _____ WITNESS: _____ DATE: _____

Sales Representative: Conor Gammond/mg

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: \$245,031.00

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____
(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: mg



Soccer Club

Potential
Playground

Nobadeer Farm Rd Bike Path

Nobadeer Farm Rd Bike Path

Strong
Adver



play.site.sport.
800.922.0070 / www.mrcrc.com

Marilfun Playground - Nantucket, MA View B



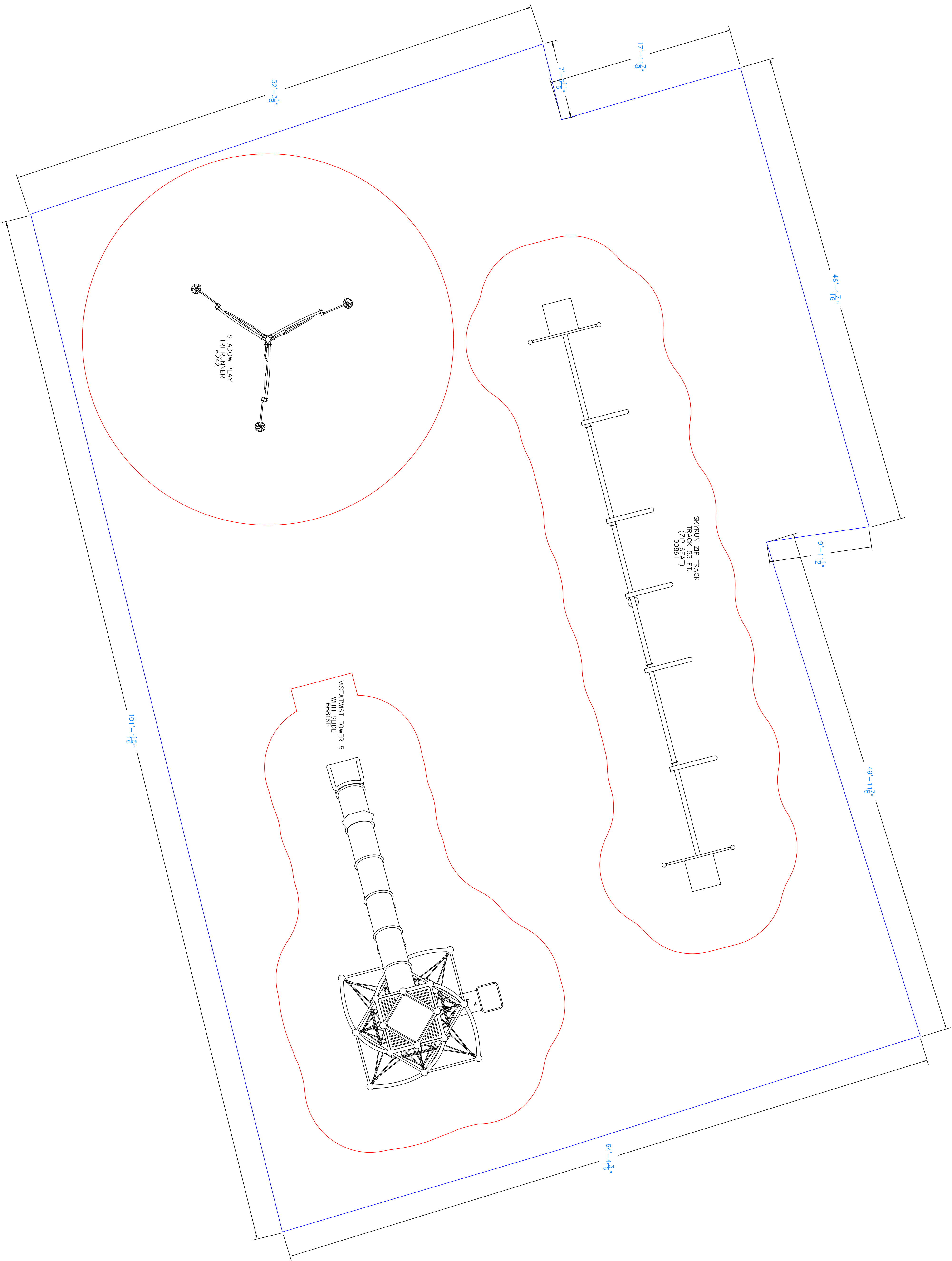


play.site.sport.
800.922.0070 / www.mrcrc.com

Marilfun Playground - Nantucket, MA View A



A PLAYCORE Company



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Maritfun Playground
Nantucket, MA
Representative
MRC

This Unit includes play events and routes or travel specifically designed for special needs users. It is the option of the manufacturer as to these play events and routes of travel conform to accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	0
Total Elevated Play Components Accessible By Ramp	0
Total Elevated Components Accessible By Transfer	0
Total Accessible Ground Level Components Shown	0
Total Different Types Of Ground Level Components	0

This play equipment is recommended for children ages 5 - 12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z614

Drawn By: mg
Date: 06.30.23
Drawing Name:





MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

06/30/2023
Quote #
111038-01-02

MA Nantucket Town of Marilfun Playground 06.29.23

Nantucket, Town of
Attn: Charles Polachi
16 Broad Street
Nantucket, MA 02554
Phone: 508 228-7200 Ext. 7522
cpolachi@nantucket-ma.gov

Ship to Zip 02554

Quantity	Part #	Description		
1	6681SP	GameTime - VistaTwist Tower 5 w/slide		
1	90861	GameTime - SKYRUN ZIP TRACK 53' W/ ZIP		
1	6242	GameTime - Shadow Play Tri Runner		
1	INSTALL	GameTime - Installation by a Certified GameTime Installer		
			Total	\$157,115.80

Comments

NOTES:

- ...MA State Contract FAC104.
- ...Safety Surfacing is NOT included with this proposal.
- ...Tax Exemption Certificate must be submitted with order or tax will be applied.
- ...Customer is responsible for offloading equipment at delivery.
- ...Anything not specifically mentioned as being included shall be deemed excluded.

CG/mg

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. GAMETIME PLAY PALETTE:

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06/30/2023
Quote #
111038-01-02

MA Nantucket Town of Marilfun Playground 06.29.23

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- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.
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Sales Representative: Conor Gammond/mg





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06/30/2023
Quote #
111038-01-02

MA Nantucket Town of Marilfun Playground 06.29.23

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Email: _____

Facsimilie: _____

Purchase Amount: \$157,115.80

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____

Ship To: _____

Bill To Contact: _____

Ship To Contact: _____

Bill To Email: _____

Ship To Email: _____

Bill To Phone: _____

Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____

Ship To Address: _____

Bill To City, State, Zip: _____

Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: mg



8/7/2023

Charlie Polachi
Manager of Parks and Recreation
Nantucket Public Works
188 Madaket Road
Nantucket, MA 02554

Re: Budget Estimate - Reconstruction of Jetties Beach Tennis Courts

Charlie,

I have prepared the following information and budgetary estimate for the reconstruction of the recreational, six (6) tennis court facility at Jetties Beach.

The following is the responsibility of Others:

- Permitting.
 - Access to the site with construction equipment and materials.
 - Drainage design and improvements, if required.
 - Provide an area for concrete washout.
 - Finish landscaping around the completed court.
 - Electrical and/or plumbing work, if required.
 - Sidewalk/Access restoration/reconstruction to the new court elevations.
- *Note: Classic Turf can provide pricing for any/all of the items above upon request.*

The following is the responsibility of Classic Turf Company:

A. Site Preparation:

- 1) The existing fencing, net posts, and associated foundations to be removed from the site.
- 2) The existing asphalt to be reclaimed, full depth, to achieve a maximum aggregate size of $\frac{3}{4}$ " minus.
- 3) Site work will be performed to establish a solid base for the post tension slab.
- 4) The base will be prepared to have a 1% slope in the same direction.
- 5) Final laser grading of the base material to within $\frac{1}{4}$ " in 10'.
- 6) New metal sleeves for tennis and pickleball net posts will be supplied and installed in their own concrete foundations.

B. Post-Tension Concrete Slab(s): ~36,000 SF.

- 1) Form work will be installed around the entire perimeter of the prepared base.

- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, ½" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors to act as back up bars.
- 5) A 4.5" thick, 3000 psi concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.
- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

C. Surface: Prime Coating System:

- 1) The entire concrete slab will be sealed, primed, and waterproofed with a breathable waterproof sealer (Classic Turf adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire concrete surface according to its specifications. Finished color will be owner's decision.
- 4) White playing lines for tennis will be applied with Novatex line paint according to USTA specifications with 4" base lines for the tennis courts.

D. Perimeter Fencing & Curb:

- 1) Supply and install 10' high black PVC coated chain link fence size, 1-3/4" x 8 ga. Fused and bonded.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts – all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 around the tennis courts.
- 3) Three (3) 4'x7' gates will be supplied and installed. One (1) 10'x10' double drive gate will be supplied and installed. Locations determined by the Owner.
- 4) Post spaced at 10' OC.

- 5) A 12" wide, 12" deep perimeter concrete curb will be installed around the post tension concrete slab. The fence posts will be centered inside the perimeter curbing. The top of the perimeter curb will be at the same elevation as the top of the Post Tension Concrete Slab and remain uncoated. The curb will protect the edge of the slab, provide a clean aesthetic look, and allow for clean and cost effective recoating in the future.

E. Accessories:

- 1) New tennis net posts, nets and center straps will be provided and installed in metal sleeves their own concrete foundations.

F. Completion Time: 14 - 16 weeks, weather permitting.

G. Guarantee:

- 1) Classic Turf Company will guarantee the post tension concrete slab for a period of **20-years** from structural cracking, heaving, and settling.
- 2) The Prime Coating Sports Surface will be guaranteed for a period of **10-years** from bubbling and/or peeling.

**NOTE: The Sports Surface may need to be re-coated (two coats of color coat) anytime between 5 – 10 years depending on usage.*

Total Estimated Cost:.....\$1,700,000 – 1,800,000.00

If you have any questions or need additional information after reviewing the above proposal and specifications, please feel free to contact me. Thank you for the opportunity!

Sincerely,



Ryan Conroy
Director of Sales
Classic Turf Company LLC



All rights reserved. The above referenced proposal is valid for 30 days. Any use of materials in this proposal, including but not limited to, reproduction, modification, distribution and republication without the prior written consent of Classic Turf Company, LLC is strictly prohibited.

Dzvonik, Marina

From: noreply@civicplus.com
Sent: Wednesday, May 22, 2024 12:07 PM
To: Dzvonik, Marina
Subject: Online Form Submittal: 2024 Special Event Permit Application

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

2024 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	Keyla
Last Name of Primary Contact	Morgan
Address of Primary Contact	4 Trotters Lane
Company/Organization of Primary Contact (If Applicable)	Summer Street Church
Town/City	Nantucket
State	MA
Zip	02554
Email Address	office@summerstreetchurch.org
Phone Number	(508) 228-4930
Cell Phone	Field not completed.
On-site Contact	Keyla Morgan

Cell Phone for On-site Contact	718-909-7502
Host Organization (If Different from Above)	<i>Field not completed.</i>
Host Type	Non-Profit
Please Attach 501(c)(3) Documentation	<i>Field not completed.</i>
EVENT OVERVIEW - REQUIRED	
Event Name	Summer Street Church Celebration
Requested Location of Event (please specify INDOOR or OUTDOOR)	Outdoor Children's Beach
Is this Event open to the public?	Yes
Is there an admission / registration fee?	No
Date of Event	7/28/2024 request to change date from 07/28 to 07/21
Start Time	10:15 a.m.
End Time	11:15 a.m.
Rain Date	8/4/2024
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	07/21/2024 8:15 AM
Tear-Down Date & Time	07/21/2024 11:30 AM
MULTIPLE DATE EVENTS	This is a one-time event and we are flexible if July 28 is unavailable
Full Schedule of Events	<i>Field not completed.</i>
Est. # of Participants	75-100
Est. # of Staff	10
Important Notice - Events Over 250	

Any event anticipating over 250 participants requires a Public Hearing at a regularly-scheduled Select Board meeting. Public Hearings must be noticed in the Inquirer and Mirror not less than 10 days 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?	No
If Yes, Where And When?	<i>Field not completed.</i>
Description of Event (Attach additional documents below)	Summer Street Church is hosting a public Sunday morning event with live music, a brief encouraging message, followed by a simple baptism for any member of the church wishing to be baptized.
Event Description (optional)	<i>Field not completed.</i>
Course Map	<i>Field not completed.</i>
Event Layout/Diagram	<i>Field not completed.</i>

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	Attendees will bring their own blankets, chairs, and umbrellas or simply sit on the lawn.
Beach and Endangered Species Protection <i>Safety of endangered species habitat and beach maintenance are prime concerns</i>	

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
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Click Here For Temporary Pouring Permit Regulations for the State of Massachusetts:	Temporary Pouring Permit Guidelines
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Alcohol To Be Served	<i>Field not completed.</i>
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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)	NA
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CLICK HERE FOR LIST OF AUTHORIZED SOURCES TO PURCHASE ALCOHOL:	AUTHORIZED SOURCES (in PDF)
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STEP 3: ENTERTAINMENT

Will There Be Entertainment?	Yes
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Will The Entertainment Be Amplified?	Yes
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Will The Entertainment Be Outside?	Yes
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Description of Entertainment	Live music.
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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?	<i>Field not completed.</i>
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Address Of Blocking	NA
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Purpose Of Blocking:	NA
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Street Blocking	<u>Application for blocking of street / sidewalk</u>
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STEP 5: TENTS / TEMPORARY STRUCTURES / STAGES / GENERATORS

Will There Be A Tent Or Other Temporary Structure Erected?	No
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Date Tent/Structure To Be Installed	<i>Field not completed.</i>
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Describe Size/Type of Tent/Structure / Stage	<i>Field not completed.</i>
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Tent Company	<i>Field not completed.</i>
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Will this event utilize a generator(s)?	No
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Will you be using any lighting?	No
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Tent Permit and Checklist	<u>Party Tent Permit Application & Checklist</u>
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STEP 6: FOOD

Will Food Be Served?	No
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Name of Caterer/Food Service Provider	NA
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Attach Town of Nantucket Catering License (Optional)	<i>Field not completed.</i>
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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	NA
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Name of Restroom / Portable Toilet Provider	NA
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STEP 8: PARKING PLAN

Event Parking	Attendees will park in town utilizing street parking.
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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

Keyla Morgan

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