

Town and County of Nantucket Select Board • County Commissioners

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



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
SELECT BOARD
JUNE 10, 2024 - 11:00 AM
REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
AMENDED JUNE 7, 2024**

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/Yyzb5vtN64Y>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_BuUW6k9hQ5aymRji9TarTA

I. CALL TO ORDER

~~II. LICENSING AND PETITIONS - DEPARTMENTAL REQUESTS~~

- ~~1. Licensing Report: Review of Nantucket Wine and Food Festival Event.~~***
- ~~2. Licensing Report: Review of 2024 Memorial Day Weekend/Figawi Event.~~***

II. LICENSING AND PETITIONS - PUBLIC HEARINGS

- 1. Public Hearing to Consider New Liquor License Fee for a §19H Farmer Series Pouring Permit.***
- 2. Public Hearing to Consider Application for New §19H Farmer Series Pouring Permit for Cisco Brewers, Inc. dba Cisco Brewers, Jason Harman, Manager, for Premises Located at 5 Bartlett Farm Road.***
- 3. Public Hearing to Consider Application for Alteration of Premises Amendment to Annual Farmer-Brewer Pouring License for Cisco Brewers, Inc. dba Cisco Brewers, Randolph Hudson, Manager, for Premises Located at 5 Bartlett Farm Road.***
- 4. Public Hearing to Consider Application for Alteration of Premises Amendment to Annual Farmer-Distiller Pouring License for Triple Eight Distillery, LLC dba Triple Eight Distillery, Dean Long, Manager, for Premises Located at 5 Bartlett Farm Road.***

5. Public Hearing to Consider Application for Alteration of Premises Amendment to Annual Farmer-Winery Pouring License for Nantucket Vineyard, LLC dba Nantucket Vineyard, Dean Long, Manager, for Premises Located at 5 Bartlett Farm Road.
6. Public Hearing to Consider Application for Alteration of Premises Amendment to Seasonal All-Alcoholic Beverages Restaurant License for Ethos Nantucket, LLC, dba Ethos Nantucket, Emily Dusseau, Manager, for Premises Located at 18 Broad Street.
7. Public Hearing to Consider Application for Multiple Amendments to Seasonal Wine and Malt Beverages Package Store License for The Green Market, LLC, Jenny Bence, Manager for Change of Location from 4 India Street to 5 W. Creek Road and Change of Corporate Name to The Green Gull, LLC.
8. Public Hearing to Consider Application for Change of Location for Seasonal Wine and Malt Beverages Package Store License for Foggy Bottom Kitchen, LLC, Shaun P. Riley, Manager, from 147 Orange Street to 44 Straight Wharf.
- ~~9. Public Hearing to Consider Application for Modification of Entertainment License for 38 Main, LLC, dba Or The Whale, Emily Berger Kelly, Manager, for Premises Located at 38 Main Street. (Withdrawn)~~
9. Public Hearing to Consider Utility Petition from Verizon New England Inc. and National Grid/Nantucket Electric Company, Plan #MA2024-24 to Relocate JO Pole 5/22 on Easton Street Approximately 40' West of the Current Location to Accommodate a Driveway Redesign on Easton Street (Continued from May 10, 2024).

III. ADJOURNMENT



Agenda Item Summary

Agenda Item #	II. 2.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – ***Cisco Brewers Inc., DBA Cisco Brewers, 5 Bartlett Farm Road, Jason Harmon, Manager***

Executive Summary

Cisco Brewers, Inc. is applying for a New 19H Farmer Series Pouring Permit for premises located at ***5 Bartlett Farm Road.***

Staff Recommendation

Applicant has submitted required documentation as outlined below.

Requirements for New Liquor License:

- ABCC New License Application
- Floor Plan for Proposed Premises
- Supporting Financial Records if applicable
- Manager Fingerprints and Proof of Citizenship
- Legal Right to Occupy
- Advertisement and Abutter Notification

Background/Discussion

Summary of the 4 Public Hearings for June 10 for premises located at 5 Bartlett Road:

Cisco Brewers, Inc is applying for a 19H license to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons. In order to apply for the 19H License, alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. must be made to specifically define the premises for each.



If you would like to have a farmer-brewery, a farmer-distillery, and a farmer-winery at the same location, each business must be on separate and distinct parts of the property. In other words, each license would list a different portion of the property as being only for a brewery, distillery, or winery. The premises for each license cannot overlap. However, a licensee that owns more than one type of farmer-series license can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee's vineyards/farmlands are operated as appurtenant and contiguous to each other.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Advertise hearing in Inquirer & Mirror

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

N/A

Attachments

ABCC New License Application and Supporting Documents; ABCC 19H Advisory; Draft Cisco Brewers 19H Farmer Series Pouring Permit





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for a New §19H Farmer Series Pouring Permit for Cisco Brewers, Inc. dba Cisco Brewers, 5 Bartlett Farm Road, Nantucket, MA 02554, Jason Harmon, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

Description of Proposed Premises:

Additional Application Information:

Cisco Brewers, Inc is applying for a 19H license in order to reflect alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. and to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons

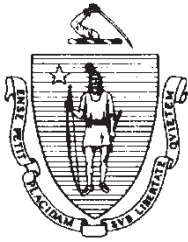
IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww



**Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114**

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING EXTENSION OF FARMER-SERIES POURING PERMIT PREMISES AND
NEW § 19H POURING PERMIT**

On August 10, 2016, Governor Baker signed into law H4569, “An Act relative to job creation and workforce development.” This legislation makes several changes to the Farmer-Series pouring permits.

Farmer-Series Pouring Permit Updates

Farmer-series licensees may now obtain pouring permits issued under § 19B(n) (for farmer-wineries), § 19C(n) (for farmer-breweries), and § 19E(o) (for farmer-distilleries) that permit them to sell for consumption not only on their licensed premises, but also on the farmland or vineyard that operates appurtenant and contiguous, and in conjunction with, the licensed premises. This means that a farmer-winery, for example, may sell its own wine by the glass not only inside its licensed winery, but also on its adjacent vineyard property.

For farmer-series licensees that already have a pouring permit but would like to add their adjacent farmland or vineyards to their pouring permit, please complete an Alteration of Licensed Premises application and submit it to your Local Board.

For farmer-series licensees that do not currently have a pouring permit but would like to obtain one, please complete a Farmer Series Pouring Permit application and submit it to your Local Board.

The New “19H” Pouring Permit

The legislature also created a new type of farmer-series pouring permit under § 19H. Previously, a farmer-series licensee could only sell its own license’s products on its premises. This meant, for example, that if a licensee owned a farmer-winery and a farmer-brewery, it was limited to selling its wines on its farmer-winery’s premises, and could not sell its brewery’s products on the farmer-winery’s premises.

Now under § 19H, if a licensee owns more than one type of farmer-series license, it can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee’s vineyards/farmlands are operated as appurtenant and contiguous to each other. For example, if a licensee owns a § 19B farmer-winery and a § 19C farmer-brewery that are on vineyards/farms adjacent and contiguous to each other, it may obtain a § 19H pouring permit that allows it to sell its winery products on the brewery’s premises, and its brewery’s products on its winery’s premises.

In order to apply for a § 19H pouring permit a licensee must complete the Farmer Series Pouring Permit application. In Section 3(b) of the application, the licensee must check all types of farmer-series licenses for which it seeks to have a § 19H pouring permit. For example, if a licensee has a farmer-winery and a farmer-brewery and would like to sell its winery products on its brewery premises, the licensee must check the boxes for “Farmer Brewery” and “Farmer Winery,” but not the “Farmer Distillery” box. **Please be aware that if the farmer-series licenses are not on lands appurtenant and contiguous to each other the application for a § 19H pouring permit will be denied.**

As with all farmer-series pouring permits, these permits only permit the farmer-series licensees to sell their own products, or products produced for them and sold under their brand name. No other alcoholic beverages may be sold anywhere covered under the pouring permit.

Finally, please be aware that nothing has changed about the prohibition against a licensee owning both a § 12 license and any farmer-series license issued under § 19B, §19C, and § 19E.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law.

(Issued August 11, 2016)

2. Narrative of transaction:

Cisco Brewers, Inc is applying for a 19H license in order to reflect alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. and to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons

4. Description of Premises:

Cisco Brewers

Licensed brewery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the blue shaded area on the attached map and described further as follows: The building is 4320 square feet consisting of 3200 square feet of brewing and warehouse space and an additional separate 1120 square feet for retail operations and bathrooms. There are 4 doors on the west side into the retail area, a slider and door on the north side of the building, a slider and door on the south side of the building. There is a locking door from warehouse to retail space and a locking door from warehouse to bathrooms. There are 2 doors from the courtyard into the bathrooms, one on the west and one on the south. The premise begins at the southeast corner of the building and goes 33' west, 23' south, 41' west, 15' north, 8' west, 106' north, 15' east, 46' north, 14' west, 3' north, 19' east, 62' south, 58' east, 22' north, 17' east, 20' north, 22' east, 24' south, 37' west, and 104' south to the southeast corner. This premise includes an outdoor bar on the southwest corner of the premise, a retail to go space on the northwest corner of the premise, a retail to go space in the northeast side of the premise, a walk-in cooler on the northeast corner of the premise, and the main brewery production and retail building on the east side of the premise.

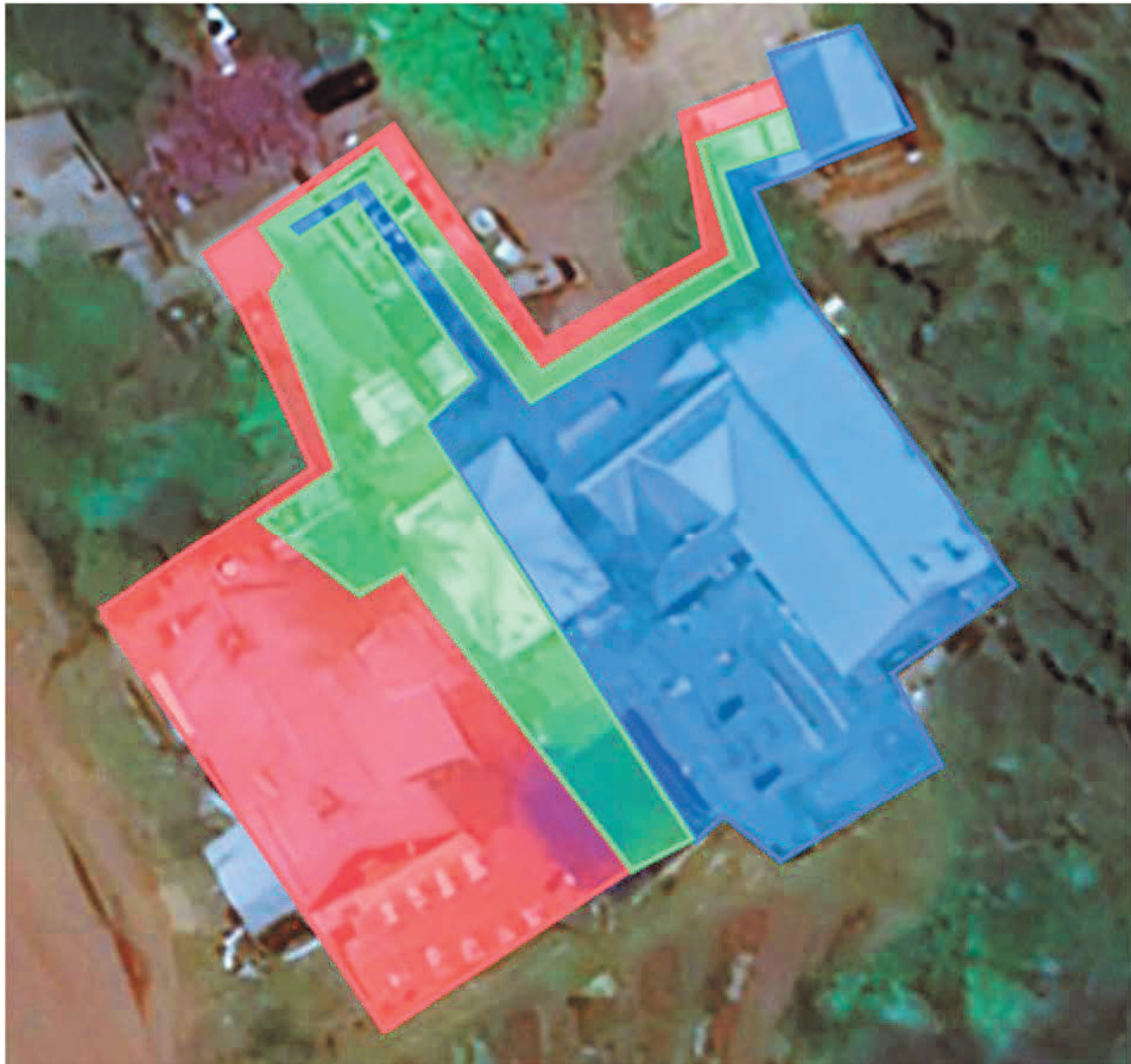
Triple Eight Distillery

Licensed distillery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the red shaded area on the attached map and described further as follows: The building is 2800 square feet consisting of 2275 square feet of distilling and warehouse space and an additional separate 525 square feet for retail operations. There are 4 doors on the east side into the retail area, one door on the east side to the warehouse, one door on the south side to the warehouse, and one slider and door on the north side to the warehouse. There are 2 locking doors from the retail space to the warehouse. The premise begins at the southeast corner going 62' west, 111' north, 55' east, 53' north, 49' east, 58' south, 41' east, 29' north, 22' east, 8' south, 20' west, 27' south, 49' west, 59' north, 30' west, 10' south, 7' west, 41' south, 21' west, 28' south, 10' east, 81' south to the corner. There is a to go retail space in the northeast corner, a to go retail space on the north side, an outdoor bar in the southeast corner, and the main building on the west side of the premise.

Nantucket Vineyard

Licensed winery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the green shaded area on the attached map and described further as follows: The building is 1000 square feet

consisting of 120 square feet of machine room and 2 retail spaces, one on the north side of the building of 480 square feet and one on the south side of the building of 400 square feet. The retail spaces are separated by the machine room and there is one locking door between each retail space and the machine room. There are 4 doors on the east of the retail space, 3 doors on the south into the retail space, one door on the east to the machine room and one door on the west to the machine room. The premise begins at the southeast corner going 15' west, 81' north, 10' west, 28' north, 21' east, 41' north, 7' east, 10' north, 30' east, 59' south, 49' east, 27' north 20' east, 7' south, 17' west, 22' south, 58' west, 62' north, 19' west, 3' south, 14' east, 46' south, 15' west, 106' south to the corner. There is a to go retail space in the northeast corner, a to go retail space in the northwest corner, an outdoor bar in the south, and the main building in the north.



6. Interest in an Alcoholic Beverages License:

Name	License Type	License Name	Municipality	Interest
Jason D. Harman	Farmer Brewery	Cisco Brewers, Inc.	Nantucket	Shareholder, Officer, Director
Jason D. Harman	On Premise Retail	Cisco Brewers Inc.	Nantucket	Shareholder, Officer, Director
Jason D. Harman	Wholesaler	Cisco Brewers, Distillers & Vintners LLC	Nantucket	Member, Manager
Jason D. Harman	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Jason D. Harman	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Jason D. Harman	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Jason D. Harman	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Jason D. Harman	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Jason D. Harman	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Jason D. Harman	Farmer Brewery	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Jason D. Harman	On Premise Retail	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Jason D. Harman	Farmer Winery	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Jason D. Harman	On Premise Retail	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Jason D. Harman	Farmer Distillery	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Jason D. Harman	On Premise Retail	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Jason D. Harman	19H	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Jason D. Harman	19H	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Jason D. Harman	Farmer Brewery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

Jason D. Harman	Farmer Winery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Jason D. Harman	Farmer Distillery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

Name	License Type	License Name	Municipality	Interest
Dean Long	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Dean Long	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Dean Long	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Dean Long	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	Farmer Brewery	Cisco Brewers, Inc.	Nantucket	Shareholder, Director
Dean Long	On Premise Retail	Cisco Brewers Inc.	Nantucket	Shareholder, Director
Dean Long	Wholesaler	Cisco Brewers, Distillers & Vintners LLC	Nantucket	Member, Manager
Dean Long	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Dean Long	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Dean Long	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Dean Long	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Dean Long	Farmer Brewery	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Dean Long	On Premise Retail	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Dean Long	Farmer Winery	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager

Dean Long	On Premise Retail	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Dean Long	Farmer Distillery	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Dean Long	On Premise Retail	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Dean Long	19H	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Dean Long	19H	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Dean Long	Farmer Brewery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Dean Long	Farmer Winery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Dean Long	Farmer Distillery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

Name	License Type	License Name	Municipality	Interest
Melissa Long	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member
Melissa Long	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member
Melissa Long	On Premise Retail	Nantucket Vineyard	Nantucket	Member
Melissa Long	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member
Melissa Long	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member
Melissa Long	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member
Melissa Long	Farmer Brewery	Cisco Brewers, Inc.	Nantucket	Shareholder, Officer, Director
Melissa Long	On Premise Retail	Cisco Brewers Inc.	Nantucket	Shareholder, Officer, Director
Melissa Long	Wholesaler	Cisco Brewers, Distillers & Vintners LLC	Nantucket	Member, Manager
Melissa Long	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager

Melissa Long	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Melissa Long	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Melissa Long	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Melissa Long	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Melissa Long	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Melissa Long	Farmer Brewery	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Melissa Long	On Premise Retail	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Melissa Long	Farmer Winery	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Melissa Long	On Premise Retail	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Melissa Long	Farmer Distillery	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Melissa Long	On Premise Retail	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Melissa Long	19H	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Melissa Long	19H	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Melissa Long	Farmer Brewery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Melissa Long	Farmer Winery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Melissa Long	Farmer Distillery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

Name	License Type	License Name	Municipality	Interest
Charles Hudson	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Charles Hudson	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Charles Hudson	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager

Charles Hudson	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	Farmer Brewery	Cisco Brewers, Inc.	Nantucket	Shareholder, Officer, Director
Charles Hudson	On Premise Retail	Cisco Brewers Inc.	Nantucket	Shareholder, Officer, Director
Charles Hudson	Wholesaler	Cisco Brewers, Distillers & Vintners LLC	Nantucket	Member, Manager
Charles Hudson	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Charles Hudson	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Charles Hudson	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Charles Hudson	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Charles Hudson	Farmer Brewery	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Charles Hudson	On Premise Retail	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Charles Hudson	Farmer Winery	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Charles Hudson	On Premise Retail	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Charles Hudson	Farmer Distillery	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Charles Hudson	On Premise Retail	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Charles Hudson	19H	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Charles Hudson	19H	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

Charles Hudson	Farmer Brewery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Charles Hudson	Farmer Winery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Charles Hudson	Farmer Distillery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

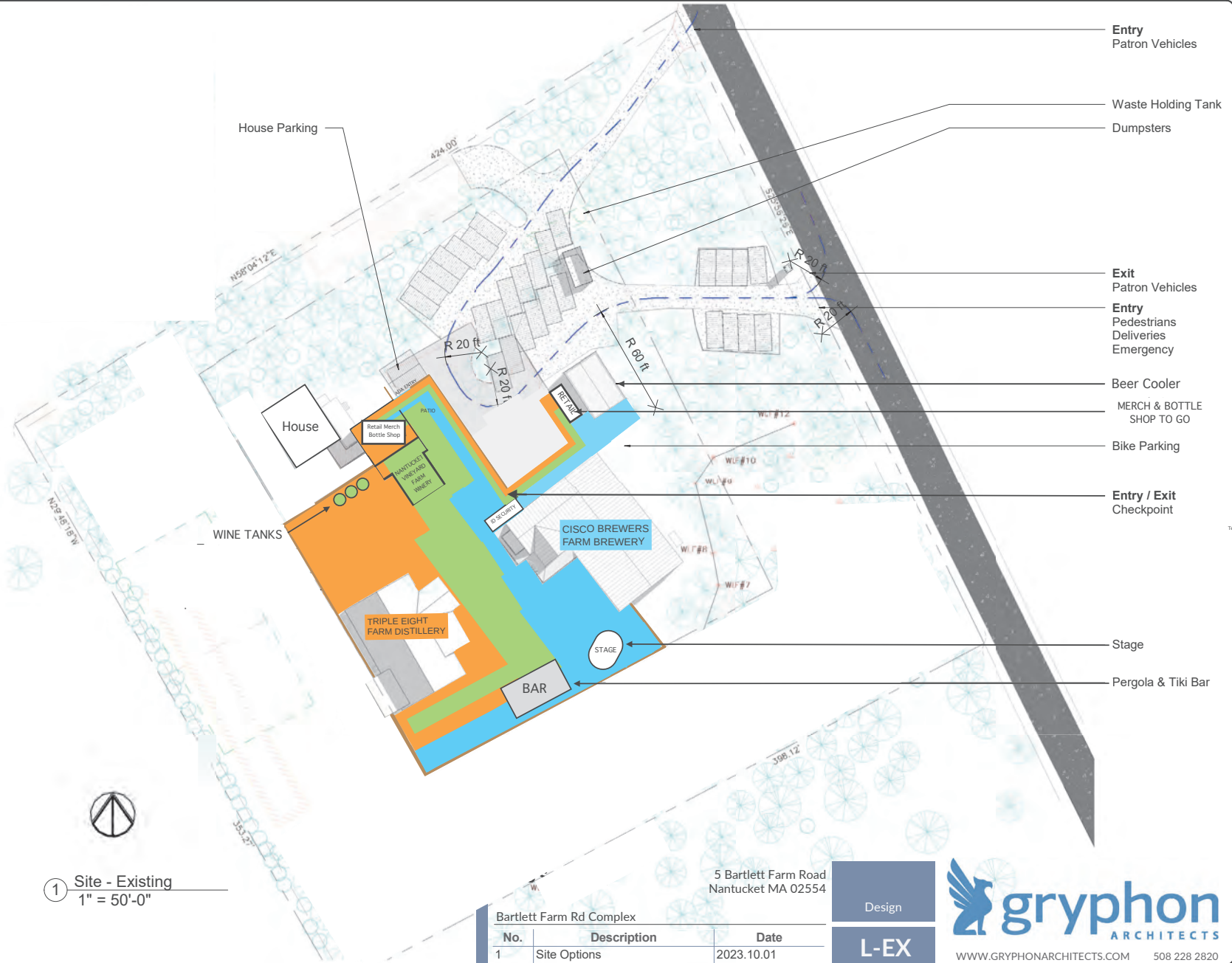
Name	License Type	License Name	Municipality	Interest
Wendy Hudson	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member
Wendy Hudson	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member
Wendy Hudson	On Premise Retail	Nantucket Vineyard	Nantucket	Member
Wendy Hudson	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member
Wendy Hudson	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member
Wendy Hudson	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member
Wendy Hudson	Farmer Brewery	Cisco Brewers, Inc.	Nantucket	Shareholder, Officer, Director
Wendy Hudson	On Premise Retail	Cisco Brewers Inc.	Nantucket	Shareholder, Officer, Director
Wendy Hudson	Wholesaler	Cisco Brewers, Distillers & Vintners LLC	Nantucket	Member, Manager
Wendy Hudson	Direct Wine Shipper	Nantucket Vineyard	Nantucket	Member, Manager
Wendy Hudson	Farmer Winery	Nantucket Vineyard LLC	Nantucket	Member, Manager
Wendy Hudson	On Premise Retail	Nantucket Vineyard	Nantucket	Member, Manager
Wendy Hudson	Farmer Distillery	Triple Eight Distillery LLC	Nantucket	Member, Manager
Wendy Hudson	On Premise Retail	Triple Eight Distillery LLC	Nantucket	Member, Manager
Wendy Hudson	Storage Permit	Triple Eight Distillery LLC	Nantucket	Member, Manager
Wendy Hudson	Farmer Brewery	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager

Wendy Hudson	On Premise Retail	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Wendy Hudson	Farmer Winery	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Wendy Hudson	On Premise Retail	Nantucket Vineyard New Bedford, LLC	New Bedford	Member, Manager
Wendy Hudson	Farmer Distillery	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Wendy Hudson	On Premise Retail	Triple Eight Distillery New Bedford, LLC	New Bedford	Member, Manager
Wendy Hudson	19H	Cisco Brewers New Bedford, Inc	New Bedford	Member, Manager
Wendy Hudson	19H	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Wendy Hudson	Farmer Brewery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Wendy Hudson	Farmer Winery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager
Wendy Hudson	Farmer Distillery	Cisco Brewers, Distillers & Vintners Seaport, Inc	Boston	Member, Manager

7. Familial Interest:

Dean Long is married to Melissa Long, and Charles Hudson is married to Wendy Hudson.

This drawing represents a design intent and concept only. The drawing and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. This document is not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 10/10/2023 3:43, 10 PM





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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

FB-LIC-000024

ENTITY/ LICENSEE NAME

Cisco Brewers, Inc

ADDRESS

5 Bartlett Farm Road

CITY/TOWN

Nantucket

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

Farmer Series Pouring Permit

CATEGORY

All Alcoholic Beverages

CLASS

Annual

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

See attached

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

see attached

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	6/1995
State of Incorporation	Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Charles Hudson	2		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	20	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Wendy Hudson			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	20	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Melissa Long		0	

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary	20	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Dean Long			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	20	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Jason Harman			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CEO	20	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
See attached			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease 

Landlord Name Cisco Sanctuary, LLC

Landlord Phone

Landlord Email nicole@ciscobrewers888.com

Landlord Address 5 Bartlett Farm Road, Nantucket, MA 02554

Lease Beginning Date 2012

Rent per Month 20,000

Lease Ending Date Current

Rent per Year 240,000

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1996	present	owner	Cisco Brewers, Inc	n/a

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

☐ Yes

☒ No

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

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

11A. MANAGEMENT ENTITY

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

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes

☐ No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ENTITY VOTE

The Board of Directors or LLC Managers of

Cisco Brewers, Inc

 Entity Name
duly voted to apply to the Licensing Authority of

Nantucket

 City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 16, 2024

 Date of Meeting

For the following transactions (Check all that apply):

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

“VOTED: To authorize

Jason Harman

 Name of Person

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

“VOTED: To appoint

Jason Harman

 Name of Liquor License Manager

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

A true copy attest,

DocuSigned by:

Jason Harman

Corporate Officer /LLC Manager Signature

Jason Harman
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

APPLICANT'S STATEMENT

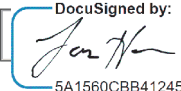
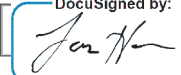
I, **Jason Harman** the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of **Cisco Brewers, Inc**
Name of the Entity/Corporation

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

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

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

Signature:  
5A1560CBB41245A...

Title: **CEO**

Date: **5/17/2024**



Agenda Item Summary

Agenda Item #	II. 3.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Cisco Brewers, Inc. DBA Cisco Brewers, 5 Bartlett Farm Road, License #00186-PP-0762***

Executive Summary

Cisco Brewers, Inc. is applying for an Alteration of Premises for an ***Annual Farmer-Brewer Pouring*** License for ***DBA Cisco Brewers at 5 Bartlett Farm Road.***

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses.

Requirements for Alteration of Liquor License Premises:

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

Background/Discussion

Summary of the 4 Public Hearings for June 10 for premises located at 5 Bartlett Road:

Cisco Brewers, Inc is applying for a 19H license to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons. In order to apply for the 19H License, alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. must be made to specifically define the premises for each.



If you would like to have a farmer-brewery, a farmer-distillery, and a farmer-winery at the same location, each business must be on separate and distinct parts of the property. In other words, each license would list a different portion of the property as being only for a brewery, distillery, or winery. The premises for each license cannot overlap. However, a licensee that owns more than one type of farmer-series license can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee's vineyards/farmlands are operated as appurtenant and contiguous to each other.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; Cisco Brewers Liquor License





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for an Alteration of Premises to the Annual Farmer-Brewer Pouring License for Cisco Brewers, Inc. dba Cisco Brewers, 5 Bartlett Farm Road, Nantucket, MA 02554, Randolph Hudson, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Licensed brewery at 5 Bartlett Farm Road and adjoining courtyard/garden space. The building is 4320 square feet consisting of 3200 square feet of brewing and warehouse space and an additional separate 1120 square feet for retail operations and bathrooms. There are 4 doors on the west side into the retail area, a slider and door on the north side of the building, a slider and door on the south side of the building. There is a locking door from warehouse to retail space and a locking door from warehouse to bathrooms. There are 2 doors from the courtyard into the bathrooms, one on the west and one on the south. This premise includes an outdoor bar on the southwest corner of the premise, a retail to go space on the northwest corner of the premise, a retail to go space in the northeast side of the premise, a walk-in cooler on the northeast corner of the premise, and the main brewery production and retail building on the east side of the premise.

Additional Application Information:

Cisco Brewers, Inc is applying for a 19H license in order to reflect alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. and to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

LICENSE #: 00186-PP-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL FARMER-BREWER POURING LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
MALT ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Cisco Brewers, Inc.
DBA: Cisco Brewers
PREMISES: 5 Bartlett Farm Road
Nantucket, MA 02554
MANAGER: Randolph Hudson

ON PREMISES DESCRIBED AS:

Licensed brewery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the blue shaded area on the attached map and described further as follows: 4320 sq ft building consisting of 3200 sq ft of brewing & warehouse space and 1120 sq ft for retail operations and bathrooms. 4 doors on the west side into the retail area, a slider & door on the north and south side of the building. Locking door from warehouse to retail space and bathrooms. 2 doors from the courtyard into the bathrooms. This premise includes an outdoor bar on the southwest corner, a retail to go space on the northwest corner, a retail to go space in the northeast

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

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 207 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

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

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 202x

**Unless earlier suspended, cancelled, or revoked*

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

Farmer Brewery Alteration of Premise attachment to Supplement

1. Narrative of transaction:

Cisco Brewers, Inc. is applying to alter the premises in order to slightly extend the extent of its premises and to allow for the addition of two new bottle shops for sales of alcoholic beverages to be carried out and consumed off the licensed premises.

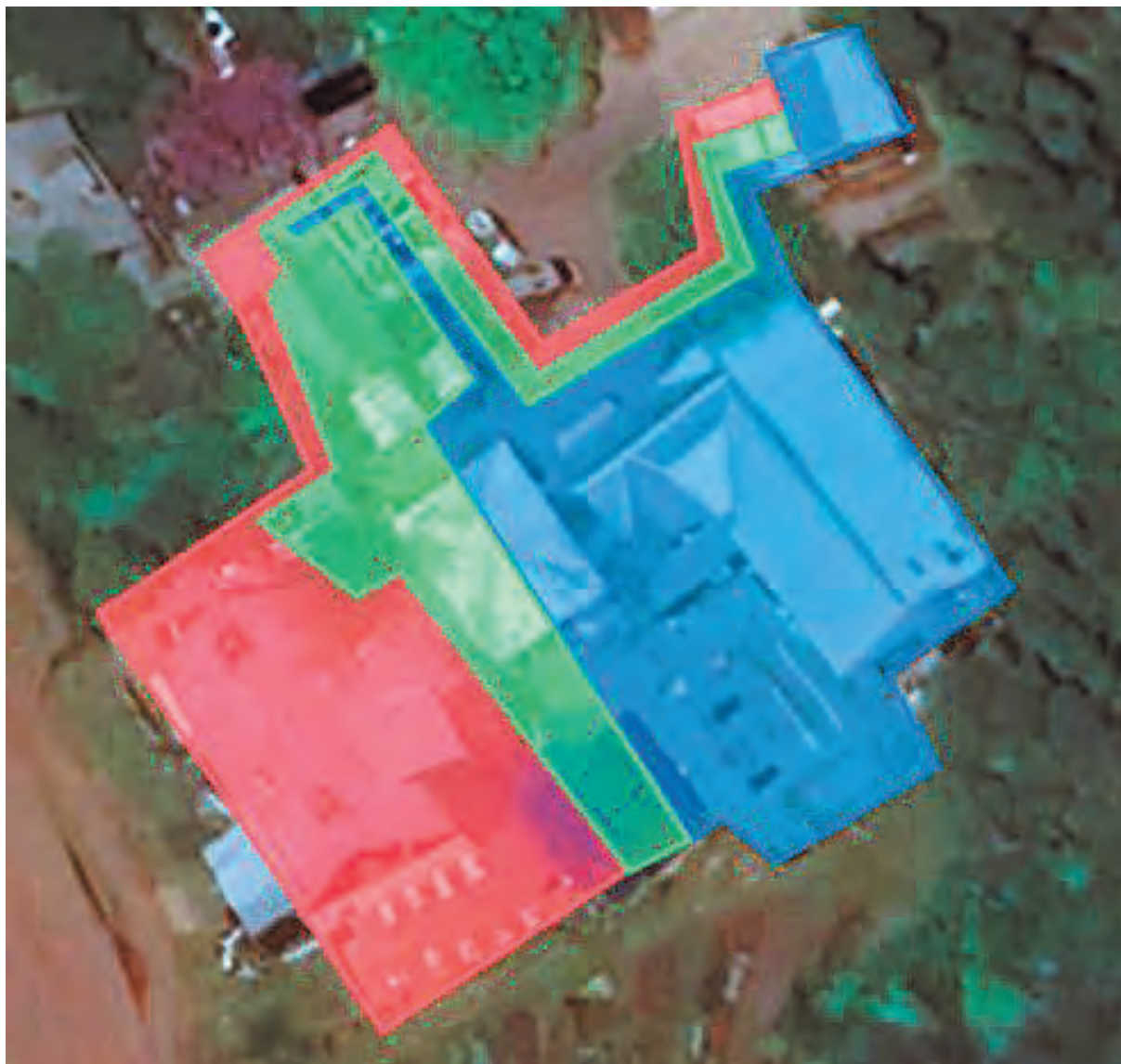
2. Alteration Of Premises

2A. Description of Alterations

Cisco Brewers, Inc is seeking to alter the premises to slightly extend the premises and allow for the addition one bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the north side of the premises and another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the northeast of the premises.

2B. Proposed Description of Premises

Licensed brewery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the blue shaded area on the attached map and described further as follows: The building is 4320 square feet consisting of 3200 square feet of brewing and warehouse space and an additional separate 1120 square feet for retail operations and bathrooms. There are 4 doors on the west side into the retail area, a slider and door on the north side of the building, a slider and door on the south side of the building. There is a locking door from warehouse to retail space and a locking door from warehouse to bathrooms. There are 2 doors from the courtyard into the bathrooms, one on the west and one on the south. The premise begins at the southeast corner of the building and goes 33' west, 23' south, 41' west, 15' north, 8' west, 106' north, 15' east, 46' north, 14' west, 3' north, 19' east, 62' south, 58' east, 22' north, 17' east, 20' north, 22' east, 24' south, 37' west, and 104' south to the southeast corner. This premise includes an outdoor bar on the southwest corner of the premise, a retail bottle shop(for sales of alcoholic beverages to be consumed off the licensed premises) on the northwest corner of the premise, another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) in the northeast side of the premise, a walk-in cooler on the northeast corner of the premise, and the main brewery production and retail building on the east side of the premise.



4. Financial Disclosure

The estimated cost of the improvement to the premises is \$100,000. The source of the financial contribution for this improvement to the premises is the Landlord, Cisco Sanctuary, LLC which is wholly owned by the exact same individuals that own Cisco Brewers, Inc., namely Jason Harman, Dean Long, Melissa Long, Charles Hudson and Wendy Hudson. The improvements include a buildout of a room that had been a storage space and work done was to replace doors, build changing rooms, wire new lighting, wire internet, add POS computers, paint, and add refrigerators.

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



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

00186-PP-0762

ENTITY/ LICENSEE NAME

Cisco Brewers, Inc

ADDRESS

5 Bartlett Farm Road

CITY/TOWN

Nantucket

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Cisco Brewers, Inc

Municipality

Nantucket

ABCC License Number

00186-PP-0762

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

See attached

APPLICATION CONTACT

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

Name

Sarah Alger

Title

Attorney

Email

sfa@sfapc.com

Phone

508-228-1118

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

See attached

2B. PROPOSED DESCRIPTION OF PREMISES

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

See attached

Total Sq. Footage

10341

Seating Capacity

n/a

Occupancy Number

n/a

Number of Entrances

1

Number of Exits

5

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

Title: CEO

ENTITY VOTE

The Board of Directors or LLC Managers of Cisco Brewers, Inc
Entity Name
duly voted to apply to the Licensing Authority of Nantucket, MA
City/Town
and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 16, 2024
Date of Meeting

For the following transactions (Check all that apply):

- ☒ Alteration of Licensed Premises
- ☐ Change of Location
- ☐ Other

“VOTED: To authorize Jason Harman
Name of Person

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

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

DocuSigned by:
Jason Harman
5A1560CBB41245A...
Corporation Clerk's Signature

Jason Harman
(Print Name)



Agenda Item Summary

Agenda Item #	II. 4.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Triple Eight Distillery, LLC DBA Triple Eight Distillery, 5 Bartlett Farm Road, License #00184-RS-0762***

Executive Summary

Triple Eight Distillery, LLC is applying for an Alteration of Premises for an ***Annual Farmer-Distiller Pouring*** License for ***DBA Triple Eight Distillery at 5 Bartlett Farm Road.***

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses.

Requirements for Alteration of Liquor License Premises:

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

Background/Discussion

Summary of the 4 Public Hearings for June 10 for premises located at 5 Bartlett Road:

Cisco Brewers, Inc is applying for a 19H license to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons. In order to apply for the 19H License, alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. must be made to specifically define the premises for each.



If you would like to have a farmer-brewery, a farmer-distillery, and a farmer-winery at the same location, each business must be on separate and distinct parts of the property. In other words, each license would list a different portion of the property as being only for a brewery, distillery, or winery. The premises for each license cannot overlap. However, a licensee that owns more than one type of farmer-series license can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee's vineyards/farmlands are operated as appurtenant and contiguous to each other.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; Triple 8 Liquor License





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for an Alteration of Premises to the Annual Farmer-Distiller Pouring License for Triple Eight Distillery, LLC dba Triple Eight Distillery, 5 Bartlett Farm Road, Nantucket, MA 02554, Dean Long, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Licensed distillery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the red shaded area on the attached map and described further as follows: The building is 2800 square feet consisting of 2275 square feet of distilling and warehouse space and an additional separate 525 square feet for retail operations. There are 4 doors on the east side into the retail area, one door on the east side to the warehouse, one door on the south side to the warehouse, and one slider and door on the north side to the warehouse. There are 2 locking doors from the retail space to the warehouse. There is a to go retail space in the northeast corner, a to go retail space on the north side, an outdoor bar in the southeast corner, and the main building on the west side of the premise.

Additional Application Information:

Cisco Brewers, Inc is applying for a 19H license in order to reflect alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. and to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

LICENSE #: 00184-PP-0762

LICENSE FEE: \$3,250.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL FARMER-DISTILLER POURING LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
DISTILLED ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Triple Eight Distillery, LLC.

DBA: Triple Eight Distillery

PREMISES: 5 Bartlett Farm Road
Nantucket, MA 02554

MANAGER: Dean Long

ON PREMISES DESCRIBED AS:

Distillery & adjoining courtyard/garden space. 2800 sq ft building with 2275 sq ft of distilling and warehouse space and separate 525 sq ft for retail operations. There are 4 doors on the east side into the retail area, one door on the east side to the warehouse, one door on the south side to the warehouse, and one slider and door on the north side to the warehouse. 2 locking doors from the retail space to the warehouse. To go retail space in the northeast corner, a to go retail space on the north side, an outdoor bar in the southeast corner, and the main building on the west side.

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

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 207 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

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

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 202x

**Unless earlier suspended, cancelled, or revoked*

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

Farmer Distillery Alteration of Premise attachment to Supplement

1. Narrative of transaction:

Triple Eight Distillery, LLC is applying to alter the premises in order to slightly extend the extent of its premises and to allow for the addition of two new bottle shops for sales of alcoholic beverages to be carried out and consumed off the licensed premises.

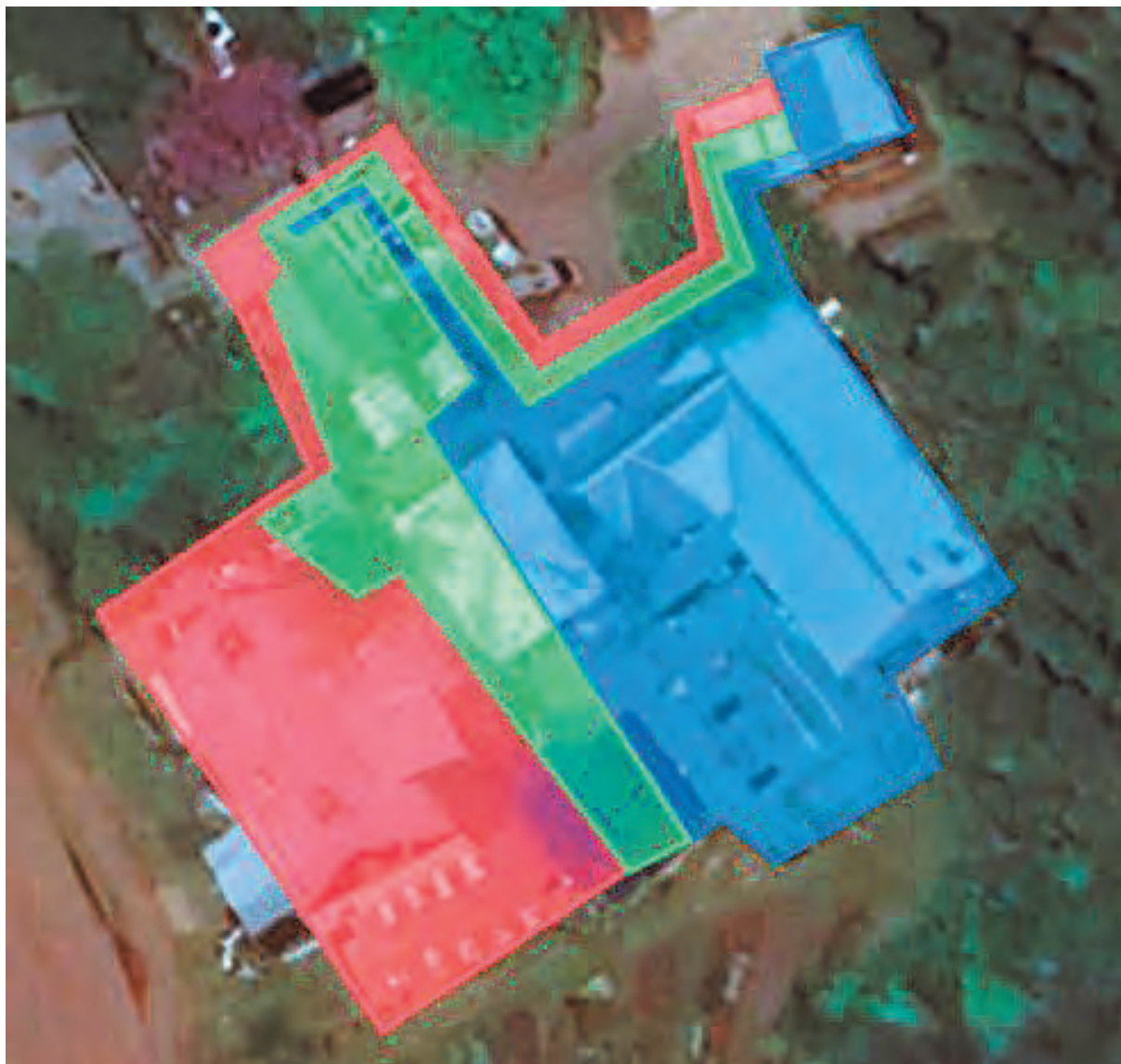
2. Alteration Of Premises

2A. Description of Alterations

Triple Eight Distillery, LLC is seeking to alter the premises to slightly extend the premises and allow for the addition one bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the north side of the premises and another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the northeast of the premises.

2B. Proposed Description of Premises

Licensed distillery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the red shaded area on the attached map and described further as follows: The building is 2800 square feet consisting of 2275 square feet of distilling and warehouse space and an additional separate 525 square feet for retail operations. There are 4 doors on the east side into the retail area, one door on the east side to the warehouse, one door on the south side to the warehouse, and one slider and door on the north side to the warehouse. There are 2 locking doors from the retail space to the warehouse. The premise begins at the southeast corner going 62' west, 111' north, 55' east, 53' north, 49' east, 58' south, 41' east, 29' north, 22' east, 8' south, 20' west, 27' south, 49' west, 59' north, 30' west, 10' south, 7' west, 41' south, 21' west, 28' south, 10' east, 81' south to the corner. There is one bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the north side of the premises and another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the northeast of the premises, an outdoor bar in the southeast corner, and the main building on the west side of the premises.



4. Financial Disclosure

The estimated cost of the improvement to the premises is \$100,000. The source of the financial contribution for this improvement to the premises is the Landlord, Cisco Sanctuary, LLC which is wholly owned by the exact same individuals that own Triple Eight Distillery, LLC, namely Jason Harman, Dean Long, Melissa Long, Charles Hudson and Wendy Hudson. The improvements include a buildout of a room that had been a storage space and work done was to replace doors, build changing rooms, wire new lighting, wire internet, add POS computers, paint, and add refrigerators.

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



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

00184-PP-0762

ENTITY/ LICENSEE NAME

Triple Eight Distillery, LLC

ADDRESS

5 Bartlett Farm Road

CITY/TOWN

Nantucket

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Triple Eight Distillery, LLC

Nantucket

00184-PP-0762

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

See attached

APPLICATION CONTACT

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

Name

Title

Email

Phone

Sarah Alger

Attorney

sfa@sfapc.com

508-228-1118

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

See attached

2B. PROPOSED DESCRIPTION OF PREMISES

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

See attached

Total Sq. Footage

7748

Seating Capacity

n/a

Occupancy Number

n/a

Number of Entrances

1

Number of Exits

5

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

Title: Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Triple Eight Distillery, LLC
Entity Name
duly voted to apply to the Licensing Authority of Nantucket, MA
City/Town
and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 16, 2024
Date of Meeting

For the following transactions (Check all that apply):

- ☒ Alteration of Licensed Premises
- ☐ Change of Location
- ☐ Other

“VOTED: To authorize Jason Harman
Name of Person

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

A true copy attest,

DocuSigned by:
Corporate Officer /LLC Manager Signature
Jason Harman
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature
(Print Name)



Agenda Item Summary

Agenda Item #	II. 5.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Nantucket Vineyard, LLC DBA Nantucket Vineyard, 5 Bartlett Farm Road, License #00185-PP-0762***

Executive Summary

Nantucket Vineyard, LLC is applying for an Alteration of Premises for an ***Annual Farmer-Winery Pouring*** License for ***DBA Nantucket Vineyard*** at ***5 Bartlett Farm Road***.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses.

Requirements for Alteration of Liquor License Premises:

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

Background/Discussion

Summary of the 4 Public Hearings for June 10 for premises located at 5 Bartlett Road:

Cisco Brewers, Inc is applying for a 19H license to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons. In order to apply for the 19H License, alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. must be made to specifically define the premises for each.



If you would like to have a farmer-brewery, a farmer-distillery, and a farmer-winery at the same location, each business must be on separate and distinct parts of the property. In other words, each license would list a different portion of the property as being only for a brewery, distillery, or winery. The premises for each license cannot overlap. However, a licensee that owns more than one type of farmer-series license can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee's vineyards/farmlands are operated as appurtenant and contiguous to each other.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

ABCC Alteration of Premises Application and Supporting Documents; Nantucket Vineyard Pouring License





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for an Alteration of Premises to the Annual Farmer-Winery Pouring License for Nantucket Vineyard, LLC dba Nantucket Vineyard, 5 Bartlett Farm Road, Nantucket, MA 02554, Dean Long, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Licensed winery at 5 Bartlett Farm Road and adjoining courtyard/garden space. The building is 1000 square feet consisting of 120 square feet of machine room and 2 retail spaces, one on the north side of the building of 480 square feet and one on the south side of the building of 400 square feet. The retail spaces are separated by the machine room and there is one locking door between each retail space and the machine room. There are 4 doors on the east of the retail space, 3 doors on the south into the retail space, one door on the east to the machine room and one door on the west to the machine room. There is a to go retail space in the northeast corner, a to go retail space in the northwest corner, an outdoor bar in the south, and the main building in the north.

Additional Application Information:

Cisco Brewers, Inc is applying for a 19H license in order to reflect alterations to the premises of Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. and to allow for on premise consumption of alcoholic beverages produced by Cisco Brewers, Inc., Triple Eight Distillery, LLC and Nantucket Vineyard, Inc. over the entirety of each entities' respective licensed premises which are commonly owned by the same persons

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

LICENSE #: 00185-PP-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL FARMER-WINERY POURING LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE ALCOHOLIC BEVERAGES
TO BE CONSUMED ON THE PREMISES

BUSINESS: Nantucket Vineyard, LLC

DBA: Nantucket Vineyard

PREMISES: 5 Bartlett Farm Road
Nantucket, MA 02554

MANAGER: Dean Long

ON PREMISES DESCRIBED AS:

The building is 1000 square feet consisting of 120 square feet of machine room and 2 retail spaces, one on the north side of the building of 480 square feet and one on the south side of the building of 400 square feet. The retail spaces are separated by the machine room and there is one locking door between each retail space and the machine room. There are 4 doors on the east of the retail space, 3 doors on the south into the retail space, one door on the east to the machine room and one door on the west to the machine room. There is a to go retail space in the northeast corner, a to go retail space in the northwest corner, an outdoor bar in the south, and the main building in the north.

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

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 207 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

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

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 202x

**Unless earlier suspended, cancelled, or revoked*

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

Farmer Winery Alteration of Premise attachment to Supplement

1. Narrative of transaction:

Nantucket Vineyard, LLC is applying to alter the premises in order to slightly extend the extent of its premises and to allow for the addition of two new bottle shops for sales of alcoholic beverages to be carried out and consumed off the licensed premises.

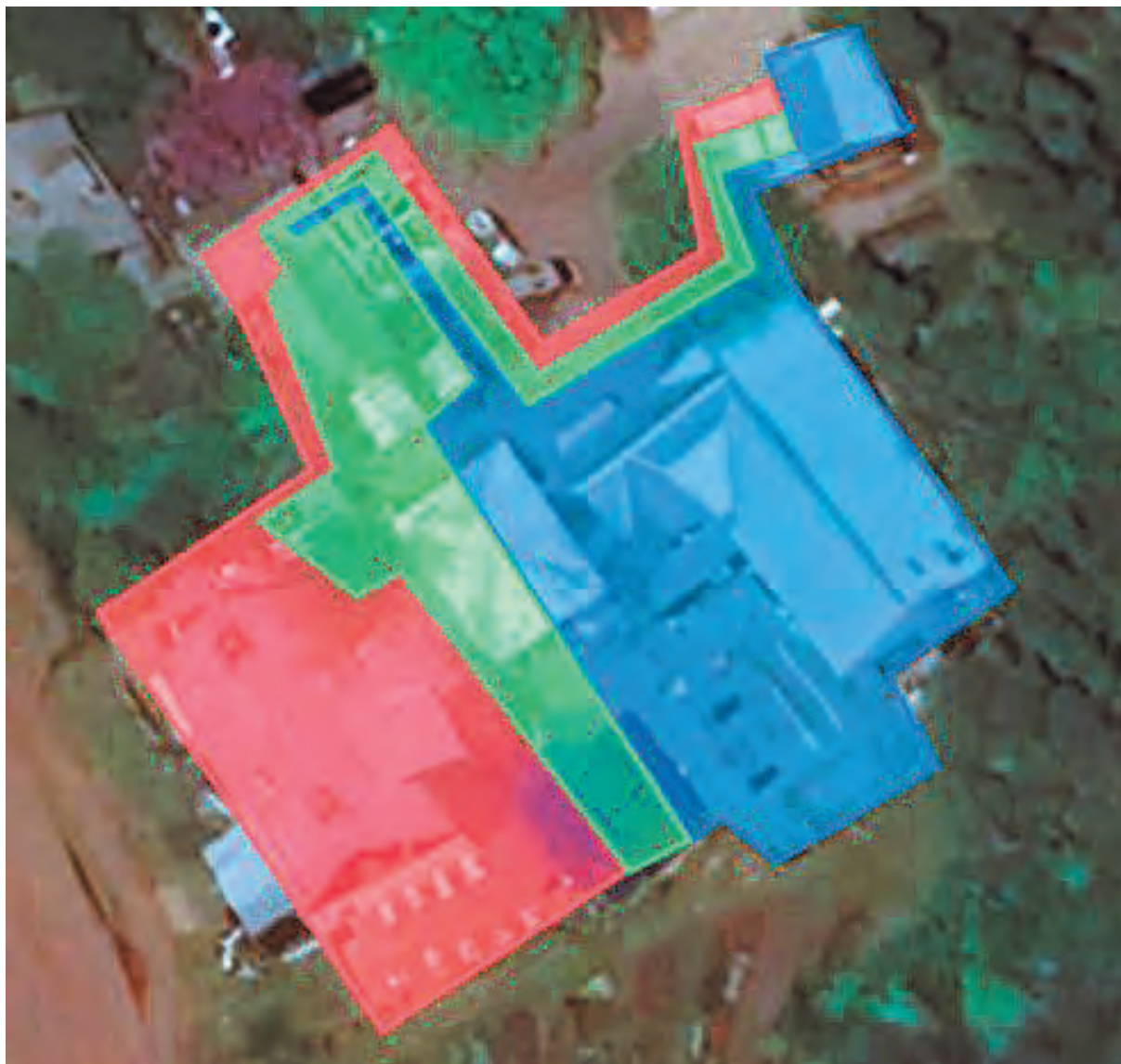
2. Alteration Of Premises

2A. Description of Alterations

Nantucket Vineyard, LLC is seeking to alter the premises to slightly extend the premises and allow for the addition one bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the north side of the premises and another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the northeast of the premises.

2B. Proposed Description of Premises

Licensed winery at 5 Bartlett Farm Road and adjoining courtyard/garden space as depicted in the green shaded area on the attached map and described further as follows: The building is 1000 square feet consisting of 120 square feet of machine room and 2 retail spaces, one on the north side of the building of 480 square feet and one on the south side of the building of 400 square feet. The retail spaces are separated by the machine room and there is one locking door between each retail space and the machine room. There are 4 doors on the east of the retail space, 3 doors on the south into the retail space, one door on the east to the machine room and one door on the west to the machine room. The premise begins at the southeast corner going 15' west, 81' north, 10' west, 28' north, 21' east, 41' north, 7' east, 10' north, 30' east, 59' south, 49' east, 27' north 20' east, 7' south, 17' west, 22' south, 58' west. 62' north, 19' west, 3' south, 14' east, 46' south, 15' west, 106' south to the corner. There is one bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the north side of the premises and another bottle shop (for sales of alcoholic beverages to be consumed off the licensed premises) to be located at the northeast of the premises, an outdoor bar in the south, and the main building in the north.



4. Financial Disclosure

The estimated cost of the improvement to the premises is \$100,000. The source of the financial contribution for this improvement to the premises is the Landlord, Cisco Sanctuary, LLC which is wholly owned by the exact same individuals that own Nantucket Vineyard, LLC, namely Jason Harman, Dean Long, Melissa Long, Charles Hudson and Wendy Hudson. The improvements include a buildout of a room that had been a storage space and work done was to replace doors, build changing rooms, wire new lighting, wire internet, add POS computers, paint, and add refrigerators.

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



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

00185-PP-0762

ENTITY/ LICENSEE NAME

Nantucket Vineyard, LLC

ADDRESS

5 Bartlett Farm Road

CITY/TOWN

Nantucket

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Nantucket Vineyard, LLC

Municipality

Nantucket

ABCC License Number

00185-PP-0762

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

See attached

APPLICATION CONTACT

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

Name

Sarah Alger

Title

Attorney

Email

sfa@sfapc.com

Phone

508-228-1118

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

See attached

2B. PROPOSED DESCRIPTION OF PREMISES

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

See attached

Total Sq. Footage

4814

Seating Capacity

n/a

Occupancy Number

n/a

Number of Entrances

1

Number of Exits

5

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information**3. CHANGE OF LOCATION****3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

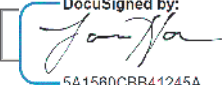
APPLICANT'S STATEMENT

I, Jason Harman the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Nantucket Vineyard, LLC
Name of the Entity/Corporation

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

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

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

Signature:  5A1560CBB41245A...

Date: 5/29/2024

Title: Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Nantucket Vineyard, LLC
Entity Name
duly voted to apply to the Licensing Authority of Nantucket, MA
City/Town
and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 16, 2024
Date of Meeting

For the following transactions (Check all that apply):

- ☒ Alteration of Licensed Premises
- ☐ Change of Location
- ☐ Other

“VOTED: To authorize Jason Harman
Name of Person

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

A true copy attest,

DocuSigned by:
Jason Harman
5A1580CBB41245A... /LLC Manager Signature
Jason Harman
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature
(Print Name)



Agenda Item Summary

Agenda Item#	II. 6.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Alteration of Premises Application – ***Ethos Nantucket, LLC DBA Ethos Nantucket, 18 Broad Street, License #00003-RS-0762***

Executive Summary

Ethos Nantucket, LLC is applying for an Alteration of Premises for a ***Seasonal Restaurant All Alcoholic Beverages*** Liquor License for ***DBA Ethos Nantucket*** at ***18 Broad Street***.

The Application requests an alteration to the alcohol storage area to create two separate and distinct storage areas to allow for a Section 12C Caterer's Liquor License. See background for explanation of requirements of a Caterer's Liquor License.

Staff Recommendation

Applicant has submitted required documentation as outlined below and is fully in compliance with all requirements of their Liquor and associated Licenses.

Requirements for Alteration of Liquor License Premises:

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

Background/Discussion

The Applicant is in the process of applying for a 12C Caterer's Liquor License with the ABCC. The License is a State License issued by the ABCC and does not require approval by the Local Licensing Authority. A requirement of the license is that storage of the alcohol ordered for a 12C license must be kept separate from an on-premise (Restaurant) license storage if located on the same premise.



12C Caterer's Liquor License Info:

Application requirements include:

- Board of Health Food Service Permit
- ServSafe or TIPS certification for each person serving liquor under this license.
- Floor Plan indicating where the alcohol will be stored when not in use.
- Lease / Occupancy Documents that show your right to store at the premises.
- Financial Statement and Documents for the proposed transaction.

In addition

By statute, holders of Caterer licenses must also hold at least one transportation permit:

- Vehicle Registration for each vehicle being permitted.

12C License Requirements Include:

- The caterer license allows the holder to cater private events outside the premises of the principal place of business.
- This license is not for catering open to the public. For events open to the public, a special one day permit is needed and issued by the town.
- Caterers can only purchase alcohol from a licensed Massachusetts wholesaler or other authorized source such as a Farmer Series licensee.
- To be eligible for a Caterer license in Massachusetts, the company must store alcohol in Massachusetts.
- The caterer can serve alcohol at a private event for a maximum of 5 hours.
- Caterers can not deliver or sell alcoholic beverages at a location already licensed to serve alcohol.
- 48 hours before the event, the caterer must provide written notice of the event to the local police chief and Local Licensing Authority. This needs to include a copy of the 12C license, a copy of the liquor liability insurance, and emergency contact information for the manager of the 12C license.

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

N/A

Board/Commission Recommendation

N/A

Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

ABCC Alteration of Premises Application; Ethos Liquor License





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

PUBLIC HEARING NOTICE

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for an Alteration of Premises to the Seasonal All Alcoholic Beverages Restaurant License for Ethos Nantucket, LLC, dba Ethos Nantucket, 18 Broad Street, Nantucket, MA 02554, Emily Dusseau, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

Ethos Nantucket is applying to remove a small storage area off the kitchen pantry to store only alcohol moving forward. The area has a door with a lock on it. The proposal is to remove 25 square feet of storage space where they will now only keep cases of wine or bottles of liquor for the purpose of off-site event catering. The area is temperature controlled and has a lock on the door.

Additional Application Information:

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

LICENSE #: 07481-RS-0762

LICENSE FEE: \$3,900.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER
SEASONAL RETAIL RESTAURANT LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES
TO BE CONSUMED ON THE PREMISES

BUSINESS: Ethos Nantucket, LLC

DBA: Ethos Nantucket

PREMISES: 18 Broad Street
Nantucket, MA 02554

MANAGER: Emily Dusseau

ON PREMISES DESCRIBED AS:

One floor, consisting of one large dining room, a unisex bathroom, a prep/ storage area, a mechanical room, a crawlspace, a vestibule and an egress with an additional exterior exit/entrance. Separate locked storage in basement used exclusively for 12C License.

SIDEWALK PERMIT: Exterior seating along Broad Street within building footprint. Maximum of four 4-top bistro tables.

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

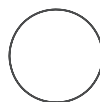
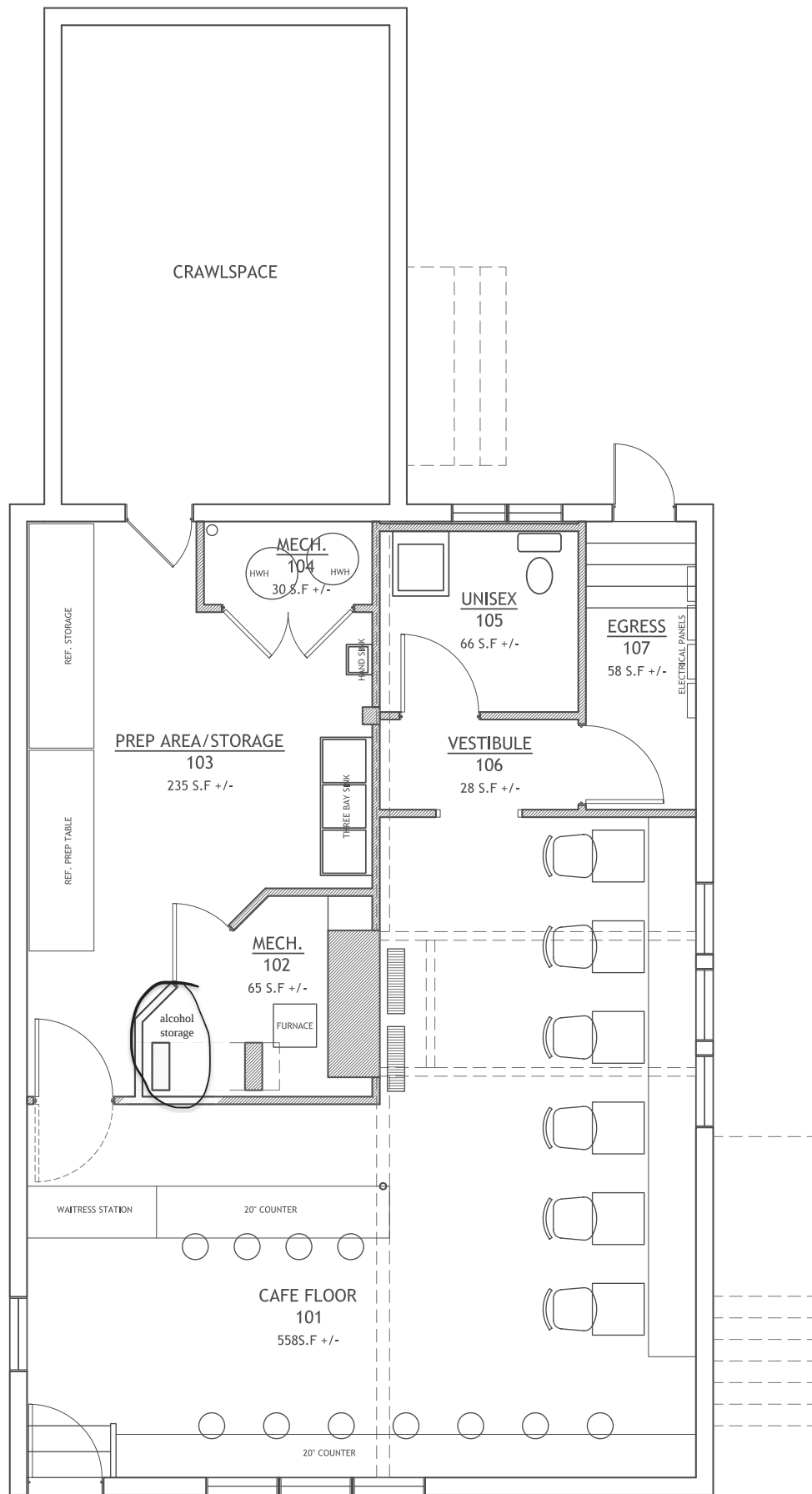
This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including,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

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

Chair, Select Board

THIS LICENSE IS VALID APRIL 1, 202x – JANUARY 15, 202x

**Unless earlier suspended, cancelled, or revoked*



PROPOSED GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Ethos Nantucket

Municipality

Nantucket

ABCC License Number

07481-RS-0762

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

Submitting an application to amend our premises to remove 25 square feet that will now be used for the sole purpose of catering storage for wine and spirits.

APPLICATION CONTACT

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

Name

Emily Dusseau

Title

Manager

Email

emily@ethosnantucket.com

Phone

6075914178

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

Ethos Nantucket is applying to remove a small storage area off our kitchen pantry where we will store only alcohol moving forward. The area has a door with a lock on it.

2B. PROPOSED DESCRIPTION OF PREMISES

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

Our proposal is to remove 25 square feet of storage space where we will now only keep cases of wine or bottles of liquor for the purpose of off-site event catering. The area is temperature controlled and has a lock on the door.

Total Sq. Footage

25

Seating Capacity

n/a

Occupancy Number

Number of Entrances

2

Number of Exits

2

Number of Floors

n/a

ENTITY VOTE

The Board of Directors or LLC Managers of Ethos Nantucket LLC
Entity Name

duly voted to apply to the Licensing Authority of Nantucket and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 4/1/2024
Date of Meeting

For the following transactions (Check all that apply):

- ☒ Alteration of Licensed Premises
- ☐ Change of Location
- ☐ Other

"VOTED: To authorize

Emily Dusseu

Name of Person

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Lauren Schadt

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

BUSINESS LEASE AMENDMENT

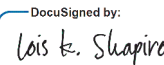
Whereas, the parties to that certain Business Lease dated October 28, 2022 between RSSLKS Realty, LLC dba 18 Broad Street LLC as Lessor and Pocomo Wine LLC, as Lessee wish to amend said lease;

Now therefore, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend said Lease as follows:

1. Name of Lessee is amended to Ethos Nantucket, LLC, a limited liability company duly registered with the Commonwealth of Massachusetts, with a mailing address of 18 Broad Street, Nantucket, MA 02554; and
2. The definition of "Premises" is amended to include the lower level (basement) of the building situate at 18 Broad Street, and the patio area at 18 Broad Street as the same may be approved for outdoor food/beverage service by local and/or state licensing and permitting authorities.

In all other respects, the terms of said Business Lease are hereby ratified and confirmed this ____ day of March, 2023

LESSOR – RSSLKS REALTY, LLC dba 18 Broad Street LLC

By:  _____
Lois K. Shapiro, Managing Member

LESSEE – ETHOS NANTUCKET, LLC

By:  _____
Emily N. Dusseault, Manager

By:  _____
Lauren Grace Schadt, Manager



Agenda Item Summary

Agenda Item #	II. 7.
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – The Green, 4 India Street

Executive Summary

The Green, 4 India Street, is applying for a New Seasonal Off-Premise (Package Store) Wine and Malt Beverages Liquor License. Off-Premise Licenses sell pre-packaged Alcohol that must be opened and consumed Off-Premise.

The Applicant is moving to this new location from 5 West Creek Road. This applicant has been licensed as a Common Victualler only with no liquor.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- This location has not previously been the location for a Liquor License.
- See attached map for location of existing Off-Premise Package Stores in the Downtown Core District.

The number of existing dispensaries in Town

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



- Package Stores in Immediate Vicinity (Downtown Core District):
 - Current Vintage (Seasonal Wine/Malt): 559 ft
 - Murray's (Annual All Alcohol): 365ft
 - Fresh/Harpoon Liquors: 692 ft
- Package Stores on Perimeter of Downtown Core District:
 - Epernay (Seasonal All Alcohol): .295 miles
 - Hatch's (Annual All Alcohol): .73 miles

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

- No feedback received prior to hearing a/o 5/19/21.

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

- The Green will be located in the Downtown Core/Historic District.

The sort of operation that carries the license

- The Applicant operates an establishment selling take-out food, sandwiches and beverages and will offer housewares and other retail and grocery items for sale at this new location. The location is currently under review for a Health permit for take-out service. There will be no seating for patrons.

The reputation of the applicant

- The Applicant has operated The Green at 5 West Creek Road with no complaints or violations.

Background/Discussion

The last three application for an off-premise, Section 15 Liquor License in the downtown Core District have been denied by the Select Board due to the number of existing package stores in the district (5 in less than one mile) and the few number of licenses left under the quota. As stated by the Select Board "The town is well served by the existing number of Package Stores."

The denials as follows:

Lemon Press, 29 Centre Street was heard by the Select Board on April 15, 2015.

Pizzeria Gemelle, 2 East Chestnut Street was heard by the Select Board on April 28, 2021.

Born and Bread, 35 Centre Street was heard by the Select Board on April 28, 2021.

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

Board/Commission Recommendation

N/A



Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

New Liquor License ABCC Application; ABCC Summary Form; Public Notice; Quota Report; Map of Package Stores; Select Board Liquor License Public Hearing Process





**Town & County of
NANTUCKET, MA**

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

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

Dear Abutter:

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

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for a Multiple Amendments Liquor License Application for The Green Market, LLC. The application requests a change of location from 4 India Street to 5 W. Creek Road and a Change of Corporate Name to The Green Gull, LLC for a Seasonal Wine and Malt Beverages Package Store License, Jenny Bence, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

SELECT BOARD

Description of Proposed Premises:

The first floor of 5 West Creek Road, containing approximately 1,240 +/- of market and take-out space, including a commercial kitchen, bathroom, sitting area, walk-in refrigerator, and staircase to the basement. A portion of Basement, prep area, dry storage, and separately secured storage area.

Additional Application Information:

IN PERSON PARTICIPATION: PSF Community Room, 4 Fairgrounds Road

REMOTE PARTICIPATION:

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

Zoom Webinar Registration Link to Virtually Attend Meeting:

https://us06web.zoom.us/webinar/register/WN_IdpZTZo4RkyaEy3fhTszww

LICENSE #: 90297-PK-0762

LICENSE FEE: \$3,150.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
SEASONAL PACKAGE STORE LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE AND BEVERAGES

TO BE CONSUMED OFF THE PREMISES

BUSINESS: THE GREEN GULL, LLC

DBA: THE GREEN

PREMISES: 5 W. Creek Rd

Nantucket, MA 02554

MANAGER: Jenny Bence

PREMISES DESCRIBED AS:

The first floor of 5 West Creek Road, containing approximately 1,240 +/- of market and take-out space, including a commercial kitchen, bathroom, sitting area, walk-in refrigerator, and staircase to the basement. A portion of Basement, prep area, dry storage, and separately secured storage area.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that **patrons shall not be sold alcoholic beverages after 11:00PM**, including Sundays, or after 11:30PM on the day immediately before a legal holiday. **Sunday sales shall not begin until 10:00 AM**. Package stores shall not sell or deliver alcoholic beverages on Thanksgiving Day or Christmas Day. Package stores may not sell alcoholic beverages until 12:00 noon on Memorial Day. Any restrictions apply as are on file by the Local Licensing Authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places Within The Town of Nantucket.

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

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

Chair, Select Board

THIS LICENSE IS VALID APRIL 1, 202x – JANUARY 15, 202x

**Unless earlier suspended, cancelled, or revoked*

MID-ISLAND OFF-PREMISE LICENSES (PACKAGE STORES)

 **HATCH'S - ANNUAL ALL ALCOHOL**

 **THE GREEN (APPLICANT)**

 **ACK WINE & SPIRITS - ANNUAL ALL ALCOHOL**

 **ISLANDER - ANNUAL ALL ALCOHOL**

 **ACK MEAT & FISH - ANNUAL WINE & MALT**

 **PIP & ANCHOR - ANNUAL WINE & MALT**

 **OLD SOUTH LIQUORS
ANNUAL ALL ALCOHOL**

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

RICHARD P. BEAUDETTE
BRYAN J. SWAIN

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

OF COUNSEL
KEVIN F. DALE
WILLIAM F. HUNTER

Friday, May 24, 2024

VIA Hand Delivery

Amy C. Baxter
Licensing Administrator
2 Fairgrounds Road
Nantucket, MA 0254
abaxter@police.nantucket-ma.gov

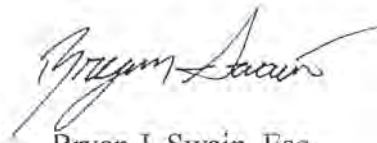
Re: The Green Market, LLC
Multiple Amendment Application
4 India Street, Nantucket, MA 02554

Dear Amy:

My office represents The Green Market, LLC, in the above-referenced matter. My client is applying for multiple amendments to its liquor license, including: (a) changing its name from "The Green Market, LLC", to "The Green Gull, LLC", and (b) changing its location from 4 India Street to 5 West Creek Road, Nantucket Town and County, Commonwealth of Massachusetts.

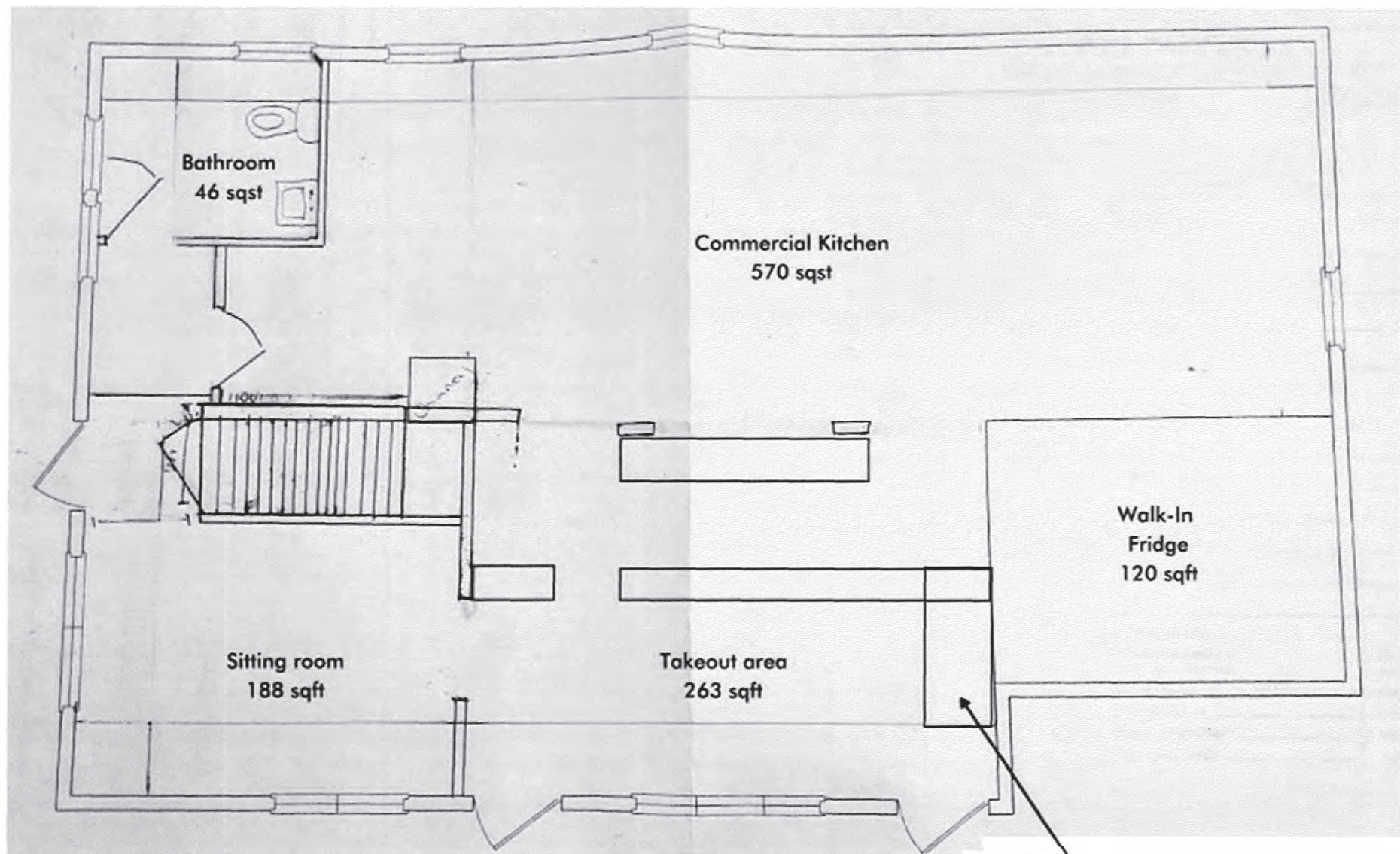
Enclosed please find the multiple amendment application associated with these proposed amendments. Please let me know if you have any questions. I can be reach by email at bryan@vdhlaw.com or by phone at 508-228-4455.

Sincerely,

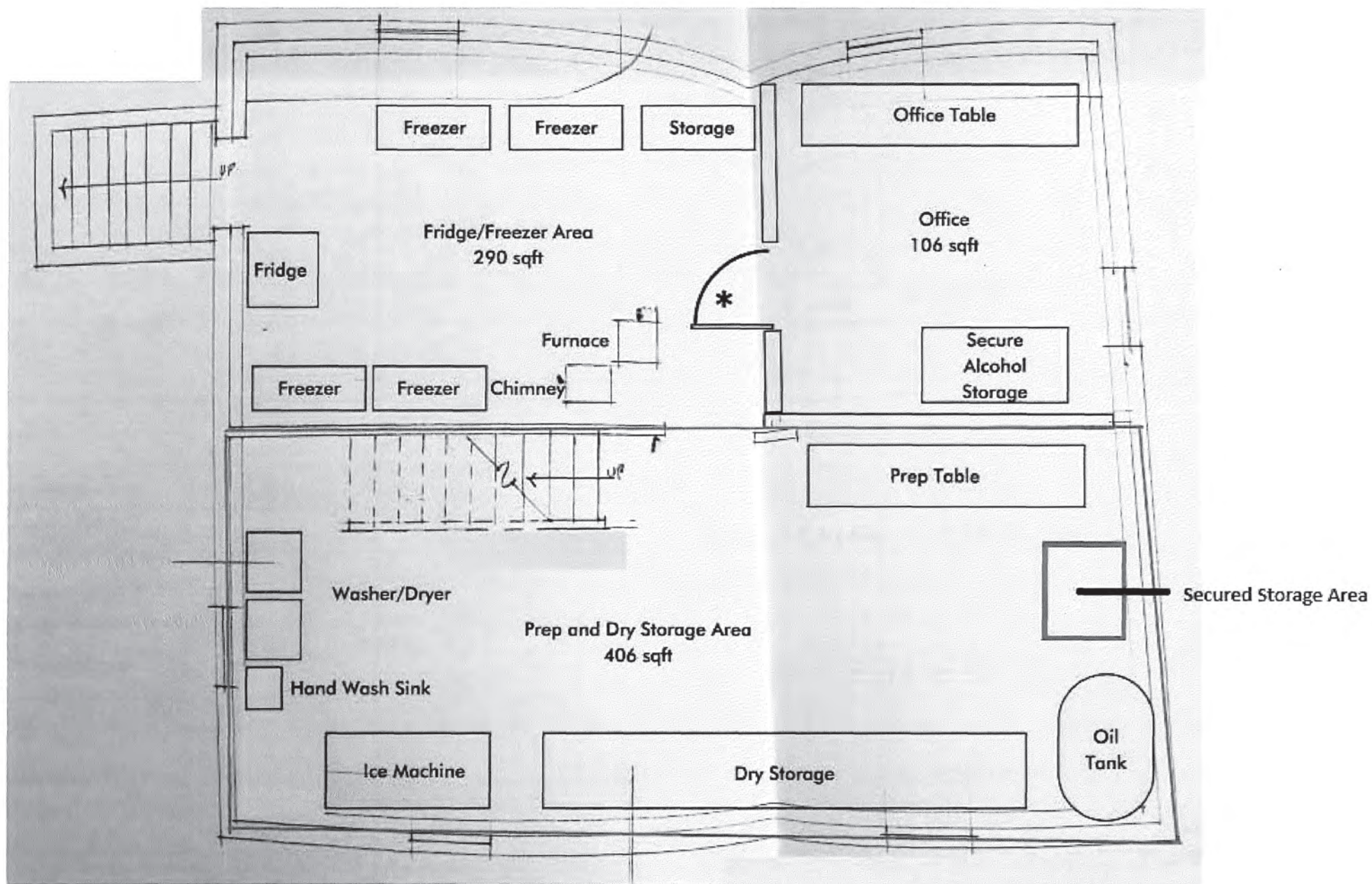


Bryan J. Swain, Esq.

Encl.
CC: The Green Market, LLC



Beer and Wine Cooler and
Display





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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

The Green Market LLC

ADDRESS

4 India Street

CITY/TOWN

Nantucket

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
The Green Market, LLC	Nantucket	90297-PK-0762

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

The Applicant seeks to change its name from "The Green Market, LLC", to "The Green Gull, LLC", and to change its location from 4 India Street, Nantucket, MA 02554 to 5 West Creek Road, Nantucket, MA 02554.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Bryan J. Swain, Esq.	Attorney	bryan@nantucketlawfirm.com	508-228-4455

2. AMENDMENT-Change of License Classification

N/A

☐ Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
☐ Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
☐ Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

☒ Change of Corporate Name	Last-Approved Corporate Name:	The Green Market, LLC
	Requested New Corporate Name:	The Green Gull, LLC
☐ Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
☐ Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

☐ Pledge of License	To whom is the pledge being made:	
☐ Pledge of Inventory		
☐ Pledge of Stock		

7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES

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

PROPOSED DESCRIPTION OF PREMISES

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

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

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

7B. CHANGE OF LOCATION

Last-Approved Street Address	4 India Street, Nantucket, MA 02554
Proposed Street Address	5 W. Creek Road, Nantucket, MA 02554

DESCRIPTION OF PREMISES

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

The first floor of 5 West Creek Road, containing approximately 1,240 +/- of market and take-out space, including a commercial kitchen, bathroom, sitting area, walk-in refrigerator, and staircase to the basement. A portion of Basement, prep area, dry storage, and separately secured storage area.

Total Sq. Footage	1,240	Seating Capacity	8	Occupancy Number	TBD
Number of Entrances	2	Number of Exits	3	Number of Floors	1

OCCUPANCY OF PREMISES

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

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

	Lease		
Landlord Name	HAT CREEK CATTLE COMPANY		
Landlord Phone	508-221-4272		
Landlord Email	mattreinemo@gmail.com		
Landlord Address	14 ROBERTS LANE, P. O. BOX 1444, Nantucket, MA 02554		
Lease Beginning Date	7/1/23	Rent per Month	5,100.00
Lease Ending Date	7/30/25	Rent per Year	61,200.00

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

☐ Yes ☒ No

9. FINANCIAL DISCLOSURE

Required for the following transactions:

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

Purchase Price(s):

\$ 2,500 for the acquisition of a cooler / refrigerator and for moving costs.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

The applicant is acquiring a single cooler/refrigerator which will be used to secure and sell beer and wine therefrom.

The source of funding will be capital reserves.

APPLICANT'S STATEMENT

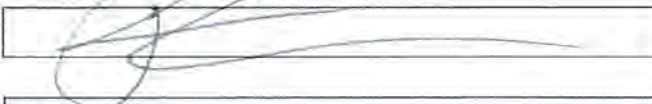
I, Jenny Bence the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of The Green Market, LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

5/17/24

Title:

Manager

APPLICANT'S STATEMENT

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

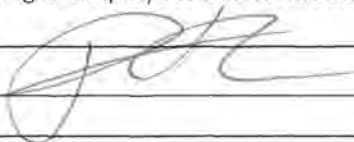
of The Green Gull, LLC
Name of the Entity/Corporation

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- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

5/17/24

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

The Green Market, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 17, 2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Jenny Bence

Name of Person

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

"VOTED: To appoint

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Jenny Bence

(Print Name)

For Corporations ONLY

A true copy attest,

Corporate Clerk's Signature

(Print Name)

ENTITY VOTE

The Board of Directors or LLC Managers of

The Green Gull, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 17, 2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Jenny Bence

Name of Person

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

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Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Jenny Bence

(Print Name)

For Corporations ONLY

A true copy attest,

Corporate Clerk's Signature

(Print Name)



Certificate of Compliance

THE GREEN MARKET LLC
PO BOX 611
NANTUCKET MA 02554-0611

Date: May 22, 2024
Letter ID: L0002322907
Employer ID (FEIN): XX-XXX6366

Certificate ID: L0002322907

FEIN: 85-0966366

The Department of Unemployment Assistance certifies that as of 21-May-2024, THE GREEN MARKET LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 20-Jun-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



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

mass.gov/dor

Letter ID: L0366611104
Notice Date: May 20, 2024
Case ID: 0-002-425-127



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE GREEN MARKET LLC
4 INDIA ST
NANTUCKET MA 02554-3520

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary**ID Number: 001019739**[Request certificate](#)[New search](#)**Summary for: THE GREEN GULL, LLC****The exact name of the Domestic Limited Liability Company (LLC):** THE GREEN GULL, LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001019739**Date of Organization in Massachusetts:** 01-14-2010 **Date of Revival:** 08-18-2021**Date of Involuntary Dissolution by Court Order or by the SOC:** 06-30-2021 **Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 5 WEST CREEK RD

City or town, State, Zip code, NANTUCKET, MA 02554 USA
Country:**The name and address of the Resident Agent:**

Name: NATIONAL REGISTERED AGENTS, INC.

Address: 155 FEDERAL STREET, SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA
Country:**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	JENNY BENCE	5 WEST CREEK ROAD NANTUCKET, MA 02554 USA USA
MANAGER	TESSA CRESSMAN	5 WEST CREEK ROAD NANTUCKET, MA 02554 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	BRYAN SWAIN	35 OLD SOUTH ROAD, STE D NANTUCKET, MA 02554 USA USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	JENNY BENCE	5 WEST CREEK ROAD NANTUCKET, MA 02554 USA USA
REAL PROPERTY	TESSA CRESSMAN	5 WEST CREEK ROAD NANTUCKET, MA 02554 USA USA

Consent Confidential Merger Manufacturing
Data Allowed

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Good Standing

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001436553

[Request certificate](#)

[New search](#)

Summary for: THE GREEN MARKET LLC

The exact name of the Domestic Limited Liability Company (LLC): THE GREEN MARKET LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001436553		Old ID Number:
Date of Organization in Massachusetts: 05-04-2020		Date of Revival:
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 4 INDIA STREET City or town, State, Zip code, NANTUCKET, MA 02554 USA Country:		
The name and address of the Resident Agent: Name: DAVID J. BUCKLEY, ESQ. Address: 12 MAIN STREET, 2ND FLOOR PO BOX 5027 City or town, State, Zip code, NANTUCKET, MA 02554 USA Country:		
The name and business address of each Manager:		
Title:	Individual name	Address
MANAGER	TESSA CRESSMAN	4 INDIA STREET NANTUCKET, MA 02554 USA
MANAGER	JENNY BENCE	4 INDIA STREET NANTUCKET, MA 02554 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	BRYAN SWAIN	35 OLD SOUTH ROAD NANTUCKET, MA 02554 USA USA
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		
Title	Individual name	Address

REAL PROPERTY	TESSA CRESSMAN	4 INDIA STREET NANTUCKET, MA 02554 USA
REAL PROPERTY	JENNY BENCE	4 INDIA STREET NANTUCKET, MA 02554 USA USA

Consent

Confidential
Data

Merger
Allowed

Manufacturing

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

Certificate of Amendment

Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

[New search](#)

COMMERCIAL LEASE

5 West Creek Road, Nantucket, Massachusetts

THIS LEASE, made this _____ of June 2023, by and between (i) Hat Creek Cattle Company, Inc. ("Landlord"); and The Green Gull, LLC, a Massachusetts limited liability company ("Tenant").

1. PREMISES; USE; QUIET ENJOYMENT

1.1 Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms contained in this Lease, that certain real property and all buildings and improvements thereon and appurtenances thereto located at 5 West Creek Road, Nantucket, Massachusetts, shown as Lot 2 on Plan Book 25, Page 13 at Nantucket Deeds, which includes a building and parking areas ("Premises") together with the right of vehicular access to said Premises from West Creek Road and a non-exclusive right to use a common driveway, portions of which are located upon the Premises and Landlord's adjacent property at 7 West Creek Road. The parking area which is included in the Premises is for the exclusive use of Tenant and its employees, agents, guests, and visitors.

1.2 Use. The Premises are leased to Tenant for use in the Tenant's business as take out food restaurant, retailer, caterer, and other ancillary uses related thereto. Tenant shall not use the Premises for any other purpose without the written consent of Landlord which shall not be unreasonably withheld or delayed.

1.3 Landlord's Covenant of Quiet Enjoyment. Upon paying the Basic Rent, Additional Rent and all other amounts provided in this Lease and upon performing all of its obligations under this Lease, Tenant shall be entitled to lawfully occupy the Premises during the term of this Lease without hindrance by Landlord or any persons claiming under or through Landlord.

1.4 Condition. Except as may be otherwise expressly set forth herein, Tenant shall accept the Premises "as is" in their condition as of the commencement of the Lease term, and Landlord shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by Tenant.

2. TERM

2.1 Term and Commencement of Lease. The term of this Lease shall commence on July 1, 2023 (the "Commencement Date") and shall end at 11:59PM on June 30, 2025, unless further extended or earlier terminated as provided in this Lease.

3. BASIC RENT

3.1 Basic Rent. Tenant shall pay basic rent ("Basic Rent") for the Premises to Landlord in monthly installments which shall be due and payable on the first day of each month of the lease term. Basic Rent shall be payable without offset or deduction except as may be provided in this Lease. As used herein, the term "Additional Rent" shall mean real estate taxes and all other sums (exclusive of Base Rent) payable by Tenant to Landlord under this Lease. Basic rent shall start at \$5,100.00 (Five Thousand One Hundred Dollars) per month, remain at that level for two years, and then go up approximately 1% per year for the final three years of the lease.

Basic Rent shall be paid on or before the first of each month in the following amounts:

July 2023	\$13,200.00
August 2023	\$15,000.00
September 2023	\$15,000.00
October 2023	\$2,000.00
November 2023	\$2,000.00
December 2023	\$2,000.00
January 2024	\$2,000.00
February 2024	\$2,000.00
March 2024	\$2,000.00
April 2024	\$2,000.00
May 2024	\$2,000.00
June 2024	\$2,000.00

July 2024	\$13,812.00
August 2024	\$15,000.00
September 2024	\$15,000.00
October 2024	\$2,000.00
November 2024	\$2,000.00
December 2024	\$2,000.00
January 2025	\$2,000.00
February 2025	\$2,000.00
March 2025	\$2,000.00
April 2025	\$2,000.00
May 2025	\$2,000.00
June 2025	\$2,000.00

3.2 Method and Place to Pay Rent. Tenant shall pay all rent to Landlord at the following address:

Hat Creek Cattle Cattle Company, Inc.
 % Julie Reinemo
 PO Box 1444
 Nantucket, MA 02554

Or such other place as Landlord may from time to time designate in writing, and, in the absence of such designation, then at such place described in the Notices section of this Lease.

4. TAXES

4.1 Taxes Payable by Tenant. During the term of this Lease, Tenant shall pay the Taxes levied against the Premises. The term "Taxes" means real estate taxes, rent taxes, and municipal or other governmental assessments imposed upon the Premises or any similar tax imposed in lieu of such real estate taxes, except that if any tax or assessment is payable in installments, only such installments as are due and payable during the term of this Lease shall be payable by Tenant hereunder. Tenant shall not be required to pay any municipal, county, state, or federal income taxes of Landlord or any municipal, county, state or federal estate, succession, inheritance, or transfer taxes of Landlord.

Taxes for the period from the Commencement Date to the end of the taxing authority's current billing period shall be prorated and shall be payable on the Commencement Date. The last tax bill which is rendered during the term of this Lease shall also be prorated, based on the number of days remaining in the term.

If the Premises are not separately assessed, Tenant shall be liable to pay only that portion of the Landlord's tax bill which is attributable to the building used by Tenant on the Premises, plus a pro rata portion (based on the square footage of the land area actually included in the Premises) of the Taxes attributable to the land of which the Premises is a part, and Tenant shall pay such pro rata share of the Taxes within thirty days of Tenant's receipt from Landlord of a written statement computing Tenant's share of the Taxes, together with copies of the tax bill and all other relevant documentation, and Tenant's share of the Taxes shall constitute Additional Rent under this Lease.

If the Premises are separately assessed, Tenant shall pay the Taxes directly to the taxing authority on or before the later of (a) the due date for such Taxes or (b) the expiration of any grace period for payment of such Taxes, and shall provide Landlord with proof of payment of such Taxes upon request.

4.2 Tenant's Right to Contest Real Property Taxes. Tenant, at its expense, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest (to the tax assessor or collector) any Taxes that are to be paid by Tenant. Tenant shall not have the right to delay payment of Taxes by reason of such contest. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or an owner of the Premises. In that case Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost.

Appropriate credit shall be given to Tenant for any refund obtained by reason of a reduction in the assessed valuation or in the tax rate. If additional Tax is found to be due, Tenant shall promptly pay it.

5. INSURANCE

5.1 Liability Insurance. At all times during the term of this Lease, Tenant shall insure itself and Landlord by maintaining, at Tenant's expense, public liability and property damage insurance against claims for personal injury, death or property damage resulting from or in connection with Tenant's use of the Premises. Such insurance shall afford protection with single limits of not less than ONE MILLION, (\$1,000,000.00) DOLLARS for bodily injury, death and property damage against any and all liability arising out of Tenant's occupancy, maintenance and use of the Premises. Tenant shall cause Landlord to be named as an additional insured under said general liability policy and such policy shall provide, to the extent obtainable, that Landlord receive 30 days' prior notice of cancellation or non-renewal. Tenant shall provide Landlord with a certificate of such insurance upon request by Landlord. In the event landlord deems it necessary, in Landlord's sole discretion, that Tenant's coverage shall increase then in that event Tenant shall secure such additional coverage within seven, (7) business days from receipt of landlord's notice to tenant of the need for increased coverage. In the event Tenant fails or refuses to secure said increased insurance coverage then Landlord may elect to purchase same and the costs and premiums shall be considered RENT and shall be due and payable to Landlord within seven, (7) days of Landlord notifying Tenant of the costs for said increased coverage.

5.2 Property Insurance; Rent Loss Insurance. Landlord shall maintain all-risk property insurance upon the Premises and all improvements thereon (excluding Tenant's personal property and removable trade fixtures), and, at Landlord's option, may maintain rent loss insurance covering loss of rents for up to three (3) months, during the term of this Lease. Premiums payable by Landlord for such insurance shall be payable by Tenant as Additional Rent under this Lease. Tenant shall pay such premiums to Landlord within ten (10) days after receipt of a copy of the insurance bill from Landlord. If this Lease begins or ends during any period for which insurance premiums are fully paid by Landlord, then the premiums for that period shall be prorated between Landlord and Tenant. Landlord shall provide Tenant with a certificate of such insurance upon request by Tenant.

5.3 Waiver of Subrogation. To the extent permitted by their respective insurers, the parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall attempt to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If an insurance policy can be obtained with a waiver of subrogation only by the payment of an additional premium charge, the party requesting the waiver may, at its option, secure that provision by paying the additional premium.

6. UTILITIES

6.1 Payment of Utility Charges. Tenant shall pay all charges for electricity, heat, water, and telephone and other utilities used in or supplied to the Premises, and all sewer use charges for the Premises. All such charges shall be paid directly to the appropriate utility company.

7. TENANT'S MISCELLANEOUS COVENANTS

7.1 In addition to Tenant's other agreements in this Lease, Tenant agrees as follows:

- (a) Tenant agrees that it, its employees and visitors will not cause any damage nor misuse the Premises.
- (b) Tenant agrees that it will fully and promptly comply at all times with all laws, ordinances, orders and regulations of all governmental authorities affecting the Premises, including (but not limited to) laws relating to cleanliness, fire, health, and safety, and Tenant agrees to hold the Landlord harmless from all fines, penalties and costs for Tenant's violation of or noncompliance with laws, provided that Tenant shall not be responsible for correcting or indemnifying for any violations which exist as of the date of this Lease.
- (c) Tenant agrees that at the expiration or termination of this Lease, Tenant will peaceably yield up the Premises in as good condition as the Premises were in on the Commencement Date, except for reasonable wear and tear and damage from fire and other unavoidable casualties. Except as otherwise provided in this Lease (including, without limitation, Section 9.5) fixtures shall remain in the premises at the election of the Landlord and in the event Landlord determines in Landlord's sole discretion that tenant shall remove any fixture(s) Tenant shall repair any damage caused by said removal.
- (d) Tenant agrees to execute such estoppel certificates, subordination and attornment agreements, as may be reasonably requested by Landlord or its mortgagee, but Tenant shall not be required to execute any agreements subordinating this Lease to any future mortgage or other encumbrance unless the mortgagee or encumbrancer agrees that, as long as Tenant is not in default under this lease, Tenant will not be disturbed in its possession of the Premises.

8. ENVIRONMENTAL MATTERS

8.1 All work performed by either Landlord or Tenant or their agents, employees or contractors shall provide for containment and control of any toxic substances and shall comply with all applicable environmental laws and regulations (local, state and federal) relating to toxic substances. Neither Landlord nor Tenant shall use, in construction or alteration of the Premises, any toxic substances which may emit fumes or particles which are harmful to persons. "Toxic substances" shall mean any petroleum products and any gaseous, liquid or solid substances which may cause harm to humans, animals or plants.

9. REPAIRS, MAINTENANCE, ALTERATIONS AND TENANT IMPROVEMENTS

9.1 Repairs of Damage Caused by Tenant. Notwithstanding any provisions below which place responsibility for certain repairs on Landlord, Tenant shall be solely responsible for repairing any and all damage to the Premises which is caused by the negligence or misuse of the Premises by Tenant, its employees, or its visitors.

9.2 Structural Repairs and Maintenance. Landlord shall maintain and repair, as necessary, the roof and all structural portions of the Premises, including the foundation and slab, exterior walls, interior bearing or non-bearing walls which are now in existence, joists, rafters, and other structural components of the building on the Premises, floors (excluding floor coverings such as rugs or tile), the mains and service lines for water, sewer, and other utilities, all exterior doors and windows (except for incidental glass breakage, which Tenant shall repair), drainage systems, chimney and flue, and pavement.

9.3 Repairs, Replacements, and Maintenance of Mechanical Systems. Tenant shall maintain and repair, as necessary, the heating, ventilating, plumbing, electrical, and other such systems serving the Premises. If a major mechanical component (defined as one which will cost more than \$750.00 to replace) breaks down and cannot reasonably be repaired, or if the cost of repair and the likelihood of further breakdowns is such that at a repairmen recommend that it be replaced, Landlord shall replace it.

9.4 Landscaping; Snow Removal. Tenant shall be responsible for all snow and ice removal from the Premises, sanding and sweeping as necessary, and maintenance of any landscaping on the Premises. Tenant shall not be responsible for replacing any trees or shrubs which die from natural causes.

9.5 Alterations. Except as otherwise provided in this Lease, during the term of this Lease Tenant may, at its own expense, make non-structural alterations to the Premises. All such alterations shall be done in conformity with all applicable laws and ordinances, including but not limited to building codes and fire codes. All such alterations shall become a part of the Premises and may not be removed at the end of this Lease, except that Tenant may remove its movable trade fixtures and other property provided that Tenant repairs any damage caused by such removal. For the avoidance of doubt, Landlord and Tenant agree that the items listed below shall constitute movable trade fixtures that shall remain the sole and exclusive property of the Tenant at the end of the term of this Lease. Tenant's movable trade fixtures shall include, but are not limited to, the following items located at the Premises: (i) the Blodgett double oven, (ii) the cooktop, (iii) the six inch grill, (iv) the four burner stove, (v) the refrigeration units (line and smoothie), and (vi) the Ansul System attached hood vent.

9.6 Exterior Signs. Tenant shall have the right to attach signs to the exterior of the Premises for the purpose of identifying its business or for traffic control or other directions to Tenant's employees and visitors. All such signs shall conform to applicable law, including but not limited to zoning regulations and the rules of the Nantucket Historical District Commission. At the expiration or earlier termination of this Lease, Tenant shall remove such signs and repair any damage caused by such removal.

9.7 Mechanics' Liens. Tenant shall obtain a release of any mechanic's liens recorded against the Premises by reason of any work done by or on behalf of Tenant on the Premises within thirty (30) days after any such recording, or shall provide to Landlord a cash or surety bond or letter of credit to cover one hundred (100%) of the amount claimed by such lienor.

10. DAMAGE OR DESTRUCTION

10.1 Restoration After Damage or Destruction by Fire or Other Casualty. In the event the Premises are partially or totally damaged or destroyed by fire or other casualty, Tenant shall immediately give Landlord notice of such damage or destruction. Unless Landlord or Tenant has elected to terminate this Lease in accordance with section 10.3 below, Landlord shall proceed diligently to restore the Premises to the condition they were in immediately prior to such damage or destruction.

10.2 Abatement of Rent. If the Premises are destroyed or damaged to the extent that Tenant is unable to remain open for business, Tenant's obligation to pay Basic Rent shall abate from the date of such damage or destruction until the Premises are restored. If Tenant is able to remain open for business notwithstanding the damage, then the Basic Rent shall be partially abated based upon the extent to which the damage interferes with Tenant's use of the Premises. Notwithstanding anything herein to the contrary, Tenant's obligation to pay Basic Rent shall not abate if the damage or destruction was caused by Tenant's negligence or misuse of the Premises.

10.3 Termination of Lease. In the event that the Premises are damaged or destroyed to the extent that Tenant is unable to conduct its business in a substantially normal manner thereon, either Landlord or Tenant may terminate this Lease, as of the date of such damage or destruction, by notice to the other within ten (10) days after such damage or destruction. However, Tenant shall not have any right to terminate this Lease if the damage or destruction was caused by Tenant's negligence or misuse of the Premises.

11. ASSIGNMENT AND SUBLEASES

11.1 Assignment and Subletting. The Tenant shall have the right to sublet the Premises upon the condition that it first obtains the Landlord's consent in writing, which consent the Landlord agrees not to unreasonably withhold. In furtherance of the foregoing, Landlord shall promptly consent to any potential subtenant that engages in a business that is reasonably related to the Tenant's business as a take-out food restaurant. No subletting shall relieve Tenant of its obligation under this Lease. The Tenant shall have no right to assign this Lease.

12. DEFAULT PROVISIONS

12.1 Default in Payment of Basic Rent or Additional Rent Payable to Landlord. Tenant shall be in default under this Lease if Tenant fails to pay any installment of Basic Rent or Additional Rent to Landlord within ten (10) days after notice from Landlord to Tenant that such installment is unpaid more than ten (10) days past its due date. Notwithstanding the foregoing, Tenant shall be in default under this Lease if Tenant fails to pay any installment of Basic Rent or Additional Rent to Landlord within ten (10) days after its due date, without any requirement of notice from Landlord, if Landlord has already on two (2) previous occasions within the immediately preceding twelve (12) month period given Tenant notice of late payment as described above.

12.2 Other Monetary Defaults. If Tenant fails to pay any sums due under this Lease to any third parties (such as, but not limited to, Taxes and insurance premiums) when due under this Lease, and such failure continues for ten (10) days after Tenant receives written notice thereof from Landlord, then such failure to pay shall constitute a default by Tenant under this Lease.

12.3 Non-Monetary Defaults. If Tenant fails to perform any of the non-monetary obligations of Tenant under this Lease, and such failure continues for a period of thirty (30) days after Tenant receives written notice thereof from Landlord specifying the nature of such failure and the action required to cure such failure, then such failure shall be deemed a default by Tenant under this Lease, provided, however, that if the nature of Tenant's failure is such that more than thirty days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty-day period and thereafter diligently pursues such cure to completion.

12.4 Bankruptcy. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

(a) The appointment by any court of a receiver or trustee to take possession of any assets of Tenant, such receivership or trusteeship remaining undischarged or uncontested for a period of ninety (90) days;

(b) A general assignment by Tenant for the benefit of creditors; or

(c) The filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, which petition attempts to modify Tenant's obligations under this Lease, such petition remaining undischarged or uncontested for a period of ninety (90) days.

12.5 Landlord's Right to Perform Tenant's Obligations. If Tenant fails to pay any sums payable to third parties under this Lease or fails to perform any other obligation of Tenant under this Lease, Landlord may (but shall not be obligated to) pay such sums after ten (10) days' written notice to Tenant, or, after giving Tenant twenty (20) days' written notice, perform such other obligations, and may pay any expenses incidental thereto. All sums so paid by Landlord and reasonable expenses incurred by Landlord in the performance of Tenant's obligations under this Lease shall constitute Additional Rent payable to Landlord on demand, and failure to pay such Additional Rent shall constitute a new default pursuant to the provisions of Section 12.1 above.

12.6 Termination by Landlord. If Tenant is in default under this Lease, Landlord may terminate this Lease upon ten (10) days' notice to Tenant, and upon such termination Tenant shall quit and surrender the Premises to Landlord, but such termination shall not affect the Landlord's rights to recover damages or exercise any other rights as provided by law or by this Lease.

12.7 Damages. Upon the termination of this Lease by reason of Tenant's default, Landlord shall be entitled to recover from Tenant all damages, including but not limited to, lost rent, reasonable expenses of operating the Premises while they are vacant, and all expenses, including reasonable attorneys' fees incurred by Landlord in recovering possession of the Premises and reletting the same, and all costs of performing any work to be done by Tenant under this Lease. Landlord shall use diligent efforts to relet the Premises and rent received from such reletting shall be applied to Tenant's obligations hereunder.

12.8 Landlord's Default; Tenant's Right to Perform Landlord's Obligations. If Landlord fails to perform any of its obligations under this Lease, and such failure continues for a period of thirty (30) days after Landlord receives written notice thereof from Tenant specifying the nature of such failure and the action required to cure such failure, then such failure shall be deemed a default by Landlord under this Lease provided, however, that if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. If Landlord is in default under this Lease, Tenant may perform such obligations on Landlord's behalf (but may not do so prior to the expiration of the thirty-day period, subject to extension as described above), and all reasonable expenses incurred by Tenant in performing such obligations may be deducted from future rent payments which would otherwise be due from Tenant to Landlord, and if such expenses exceed the amount of rent which would be due for the remainder of the Lease term, Landlord shall pay the excess to Tenant, upon demand. Instead of performing Landlord's obligations as described above, Tenant may, if Landlord is in default, terminate this Lease upon ten (10) days' prior notice to Landlord. Said ten (10) day notice may not be given until Landlord is in default following Landlord's failure to perform its obligations for the thirty (30) day period described above, subject to extension as described above.

13. SECURITY DEPOSIT

13.1 Security Deposit. Tenant acknowledges that Landlord currently holds no security deposit at this time. Landlord does not require a security deposit at this time, but reserves the right to request one in the future, not to exceed one month's rent, and if requested Tenant shall provide one to Landlord within seven (7) days. If Tenant is not in default hereunder, said security deposit shall be repaid to Tenant, without interest, upon the termination of this Lease. Landlord reserves the right to apply said security deposit against Tenant's financial obligations in the event tenant shall fail to do so pursuant to the timeframes hereinbefore mentioned. In that event Tenant shall tender a security deposit to Landlord within seven, (7) days of receiving notification from Landlord that said deposit was applied against tenant's financial obligation under this lease.

14. CONDEMNATION

14.1 Total Taking. If the entire Premises are condemned or taken under the power of eminent domain by any public or quasi-public authority, the term of this Lease shall terminate as of the date of such taking.

14.2 Partial Taking. If any portion of the Premises or access thereto is condemned or taken by eminent domain proceedings so as to render the Premises substantially unusable by Tenant for its business (which shall be deemed to be a "partial taking"), then Tenant shall have the right to terminate this Lease by giving Landlord notice of such termination within 30 days after receipt by Tenant of written notice of such "partial taking."

14.3 Restoration. If a partial taking occurs and Tenant does not elect to terminate this Lease pursuant to section 14.2 above, Landlord shall restore the Premises to a condition usable by Tenant as expeditiously as possible, but Landlord shall not be required to expend a greater amount on said restoration than is awarded to Landlord by the condemning authority for such taking. If a partial taking occurs, and Tenant does not elect to terminate this Lease, but remains in that portion of the Premises which has not been condemned or taken, then the Basic Rent payable hereunder shall be equitably adjusted based on the extent of the taking.

14.4 Distribution of Award. Any condemnation award shall belong to Landlord except that Tenant shall be entitled to any relocation award or any award for Tenant's loss of its interest, or its trade fixtures or capital improvements, in the Premises.

15. FORCE MAJEURE (ACTS OF GOD, ETC.)

15.1 In the event Landlord or Tenant shall be delayed in the performance of any obligation under this Lease by reason of flood, storm, strikes, lockouts, unavailability of materials, power failure, governmental laws or regulations, riots, insurrections, war or other reasons beyond its control, then the time for performance of such obligation shall be extended for a period equivalent to the period of such delay.

16. NO BROKER

16.1 Tenant represents it has not dealt with any real estate agent or broker in connection with this Lease. Tenant shall indemnify and hold the Landlord harmless against all expenses, judgments and attorneys' fees incurred by Landlord in defending the claim of any agent or broker who alleges that Tenant dealt with him in connection with this Lease. Landlord represents it has not dealt with any real estate agent or broker in connection with this Lease. Landlord shall indemnify and hold the Tenant harmless against all expenses, judgments and attorneys' fees incurred by Tenant in defending the claim of any agent or broker who alleges that Landlord dealt with him in connection with this Lease.

17. MISCELLANEOUS

17.1 Access to Premises. Landlord shall have access to the Premises during Tenant's business hours, upon reasonable notice to Tenant. In addition, Landlord shall have access to the Premises at all times, without notice to Tenant, in the event of emergency.

17.2 Manner of Giving Notice. Any notices under this Lease shall be sent via electronic mail as well as personally delivered, sent by express courier or sent by registered or certified mail, return receipt requested, postage prepaid, to the last address previously specified in writing by the party to whom the written notice is given.

If no other address has been specified, all notices directed to Landlord shall be sent to it as follows:

Hat Creek Cattle Company, Inc.
% Julie Reinemo
PO Box 1444
Nantucket, MA 02554

mattreinemo@gmail.com

All such notices directed to Tenant shall be sent to it as follows:

The Green Gull, LLC
5 West Creek Road
Nantucket, MA 02554

Notices given in the manner prescribed shall be deemed to have been given and received on the earlier of (a) the date of actual receipt or (b) the first date on which delivery was attempted. If notice is given in a manner other than the manner prescribed herein, it shall not be deemed invalid, but it shall not be deemed given or received until actual receipt.

17.3 Recording. This Lease shall not be recorded in the public land records by either party.

17.4 Modification of Lease. This Lease contains all of the agreements and representations between the parties. None of the terms of this Lease shall be waived or modified to any extent, except by a written document signed and delivered by both parties.

17.5 Covenants Severable. If any provision(s) of this Lease is prohibited or invalidated under applicable law, such provision(s) shall only be ineffective to the extent of such prohibition of invalidity, without invalidating the remaining provisions of this Lease.

17.6 Singular and Plural. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

17.7 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amounts as the court may adjudge reasonable.

17.8 No Waiver. The failure of either party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies it may have for a subsequent breach or default in the terms, conditions and covenants herein contained.

17.9 Choice of Law. This Lease shall be governed by the laws of the Commonwealth of Massachusetts and any litigation between Landlord and Tenant concerning this Lease shall be initiated in the Town and County of Nantucket.

17.10 Counterparts. This Lease may be executed in one or more counterparts, and exchanged by facsimile or other electronic transmission, each such counterpart will be deemed to be an original copy of this Lease and all such counterparts, when taken together, will be deemed to constitute one and the same agreement.

Date: _____

Jenny Bence

The Green Gull, LLC

Date: _____

Matt Reinemo

President, Hat Creek Cattle Company, Inc.



Agenda Item Summary

Agenda Item #	II. 8
Date	6/10/2024

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Application – Change of Location for **Foggy Bottom Kitchen, LLC** dba **Foggy Nantucket**, licensed premises at 147 Orange Street.

Executive Summary

Foggy Bottom Kitchen, LLC formerly of 147 Centre Street, is applying for a Change of Location for their Seasonal Off-Premise (Package Store) Wine and Malt Beverages Liquor License. Off-Premise Licenses sell pre-packaged Alcohol that must be opened and consumed Off-Premise.

The Applicant held a Common Victualler License at 147 Centre Street since 2019.

The new requested location is at 44 Straight Wharf. The new dba is Snackle.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- This location has not previously been the location for a Liquor License.
- The location is extremely small and mostly for take-out food.
- The location is directly abutting the Hyline ferry. Passengers can not bring on alcohol to the boat or consume alcohol purchased on the island while traveling on the boat. The Hyline has a State issued liquor license.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5 (Over quota by 2 Licenses)
Seasonal Package Stores – Wine & Malt:	5
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	45
Seasonal On-Premise Licenses:	42



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

- No written comments received as of June 1, 2024

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

- Snackle is located in the downtown Core District.

The sort of operation that carries the license

- The Applicant operates a Seasonal establishment selling take-out salads, sandwiches, etc.

The reputation of the applicant

- The Applicant operated Foggy Nantucket since 2019 and was granted the last Off-Premise license in 2023. Snackle opened for business in April 2024.

Background/Discussion

- Please see attached communications with Licensing on a few items not received that need to be addressed by the applicant.
- See attached Quota reports for more information on the quota process for Section 15 (Off-Premise Licenses).
- The Section 15 Quota for Nantucket is full. There are no Licenses available at this time. Only transfers or change of location applications are allowed.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Advertised in Inquirer & Mirror

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

N/A

Attachments

Change of Location Liquor License ABCC Application and related documents; Quota Report; Map of Package Stores



Change of Location

Foggy Bottom Kitchen LLC

Wine/Malt Seasonal License

We are asking for a change of location from 147 Orange St to 44 Straight Wharf Nantucket MA. We are currently waiting on NIR to approve.

We are not looking to have a full retail space of wine and malt beverages – we would just like to continue to provide the convenience to our guests in the same manner that we have at 147 Orange St. This would include a small display of wine bottles in our Bakery case along with charcuterie to pair & a wall mounted order kiosk to show what we have available that is not on the floor due to limited space. Inventory would be stored in a locked 201 sq ft walk in cooler located upstairs.

Thank you,

Shaun Riley

A handwritten signature in black ink, appearing to read 'Shaun Riley', written in a cursive style.

Manager, Foggy Bottom Kitchen LLC

774-433-0572

NOTICE OF PUBLIC HEARING

The Select Board will hold a public hearing on Monday, June 10, 2024 at 11:00 AM to hear the application for a Change of Location for the Seasonal Wine and Malt Beverages Package Store License for Foggy Bottom Kitchen, LLC, from 147 Orange Street to 44 Straight Wharf, Nantucket, MA 02554, Shaun P. Riley, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov

LICENSE #: 90611-PK-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER
SEASONAL PACKAGE STORE LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE AND MALT ALCOHOLIC BEVERAGES

TO BE CONSUMED OFF THE PREMISES

BUSINESS: Foggy Bottom Kitchen, LLC.

DBA: Snackle

PREMISES: 44 Straight Wharf

Nantucket, MA 02554

MANAGER: Shaun Riley

PREMISES DESCRIBED AS:

Minimal display in retail area with inventory in
locked walk in cooler (201 sq ft) on second
floor.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that **patrons shall not be served alcoholic beverages after 11:00PM**, including Sundays, or after 11:30PM on the day immediately before a legal holiday. **Sunday sales shall not begin until 10:00 AM.** Package stores shall not sell or deliver alcoholic beverages on Thanksgiving Day or Christmas Day. Package stores may not sell alcoholic beverages until 12:00 noon on Memorial Day. Any restrictions apply as are on file by the Local Licensing Authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places Within The Town of Nantucket.

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature this xxth day of xx

Chair, Select Board

THIS LICENSE IS VALID APRIL 1, 202x - JANUARY 15, 202x

**Unless earlier suspended, cancelled, or revoked*



LIQUOR LICENSING || ANNUAL §15 QUOTAS

ANNUAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2020 with a Nantucket population of 14,255 as set by the Secretary of the Commonwealth. The previous population for 2010-2020 was 10,172.

M.G.L. c. 138, §15: Each city or town may issue one Annual off-premises (Section 15) all-alcoholic beverages license for each unit of 5,000 persons (or fraction thereof) with a minimum of 2. One wine and malt license may be granted for each unit of 5,000 persons (or fraction thereof) with a minimum of 5. If a community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 3 Licenses

Total Licenses in 2024: 5 (Once Surrendered, this type of License can NOT be reissued)

- Hatch's 133 Orange Street
- The Islander 15 Old South Road
- Murray's 23 Main Street
- Nantucket Wine and Spirits 31 Sparke Avenue
- Old South Liquors 2 Lovers Lane

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses

Total Licenses in 2024: 5 Licenses

Available: 0

- Pip and Anchor 14 Amelia Drive
- Nantucket Trading Post 12 Nobadeer Farm Road
- Bartlett's 33 Bartlett Farm Road
- Nantucket Meat and Fish Market 21 Old South Road
- Born & Bread 35 Center Street



Town & County of
NANTUCKET, MA

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

LIQUOR LICENSING || SEASONAL §15 QUOTAS

SEASONAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2024 Population Estimate is recommended to be 45,000, which allows for a total of **9 Seasonal Package Stores**.

M.G.L. c. 138, §15: The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission.

The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.

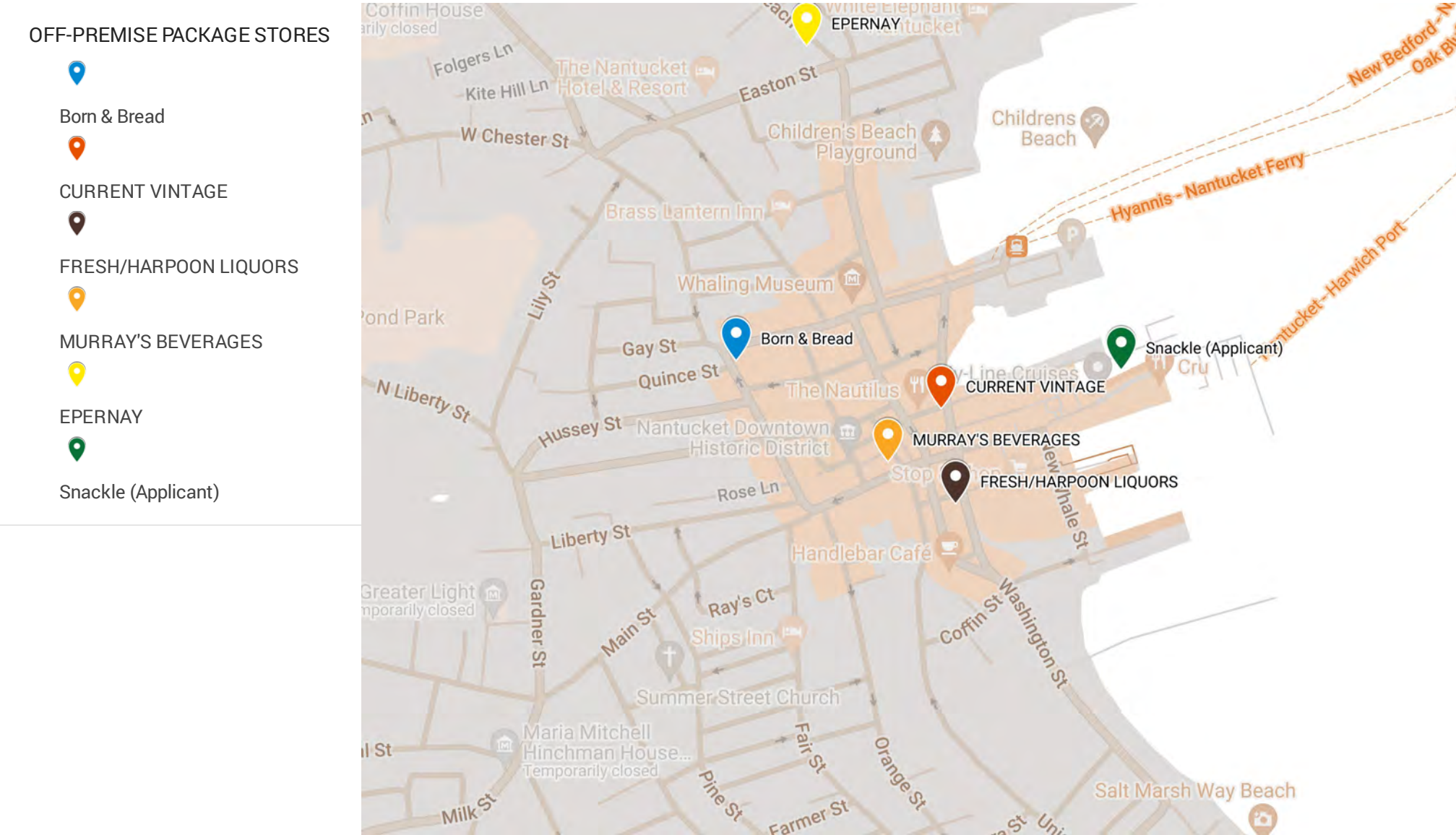
SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

Quota:	9 Licenses
Total Licenses in 2023:	9 Licenses
Available Licenses in 2024:	0

- | | |
|-------------------------|-----------------------|
| • 167 Raw | 167 Hummock Pond Road |
| • BRIX | 1 A Windy Way |
| • Current Vintage | 4 Easy Street |
| • Epernay | 1 North Beach Street |
| • Harpoon Liquors/Fresh | 3 Salem Street |
| • Millie's Market | 1 Miller's Way |
| • 'Sconset Bookstore | 100 Sankaty Avenue |
| • The Green Market | 4 India Street |
| • Foggy Nantucket | 147 Orange Street |

Package Stores - Core





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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

90611-PK-0762

ENTITY/ LICENSEE NAME

FOGGY BOTTOM KITCHEN LLC

ADDRESS

147 ORANGE ST

CITY/TOWN

NANTUCKET

STATE

MA

ZIP CODE

02554

For the following transactions (Check all that apply):

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

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

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



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

AMENDMENT-Change or Alteration of Premises Information

☒ **Change of Location**

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

☐ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

FOGGY BOTTOM KITCHEN LLC

NANTUCKET

90611-PK-0762

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

CHANGE OF LOCATION

APPLICATION CONTACT

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

Name

Title

Email

Phone

SHAUN P RILEY

MANAGER

SHAUN@ACKSNACKLE.COM

774-433-0572

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

2B. PROPOSED DESCRIPTION OF PREMISES

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

New Location 44 Straight Wharf Nantucket MA 02554. Minimal display in retail area. Would like to display wine bottles in our bakery case along with charcuterie boards for at home enjoyment. We would like to keep the majority of our inventory in our locked walk in cooler (201 sq ft) upstairs and have a order kiosk to display available inventory.

Total Sq. Footage

642

Seating Capacity

0

Occupancy Number

20

Number of Entrances

1

Number of Exits

1

Number of Floors

2

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address 147 Orange St Nantucket MA 02554

Proposed Street Address 44 Straight Wharf Nantucket MA 02554

3B. DESCRIPTION OF PREMISES

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

350 sq ft downstairs. 300 is kitchen workspace and 50 sq ft is retail space. Upstairs we have 292 additional sq ft and of that 201 sq ft is a locked walk in cooler. No customers are allowed upstairs. Wine/ Malt kiosk on wall in retail area to show inventory. Very small amount of display wine in one bakery cooler to pair with charcuterie boards for enjoyment off

Total Sq. Footage 642

Seating Capacity 0

Occupancy Number 20

Number of Entrances 1

Number of Exits 1

Number of Floors 2

3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name NIR Henry Wyner

Landlord Phone 617-243-7097

Landlord Email hwyner@nedevopement.com

Landlord Address 44 Main St Nantucket MA 02554

Lease Beginning Date 2/12/2024

Rent per Month 6750

Lease Ending Date 12/31/2028

Rent per Year 60000

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

☒ Yes ☐ No

APPLICANT'S STATEMENT

I, Shaun P Riley the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Foggy Bottom Kitchen LLC
Name of the Entity/Corporation

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

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

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

Signature:

Shaun P Riley

Date:

5/23/2024

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

Foggy Bottom Kitchen LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket MA

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

5/23/2024

Date of Meeting

For the following transactions (Check all that apply):

☐ Alteration of Licensed Premises

☒ Change of Location

☐ Other

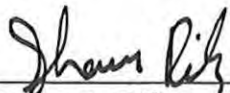
"VOTED: To authorize

Shaun P Riley

Name of Person

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

A true copy attest,



Corporate Officer / LLC Manager Signature

Shaun P. Riley

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

NANTUCKET SNACKLE LSE

44 STRAIGHT WHARF
NANTUCKET, MASSACHUSETTS

Lease to

Snackle, LLC
d/b/a Snackle

FROM THE OFFICE OF:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, Massachusetts 02110-3333

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INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the 12 day of February, 2024, by and between NIR RETAIL LLC, a Delaware limited liability company, having a mailing address at c/o New England Development, 75 Park Plaza, Boston, Massachusetts 02116 (hereinafter referred to as the "Landlord"), of the one part, and Tenant named in Section 1.1(a) below (hereinafter referred to as the "Tenant"), of the other part.

W I T N E S S E T H:

ARTICLE I.

Basic Data

Section 1.1. The following sets forth basic data hereinafter referred to in this lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

- (a) Tenant: Snackle, LLC, a Massachusetts limited liability company.
Tenant's Federal Identification No. _____.
- (b) Present Mailing Address of Tenant: 147 Orange Street, Nantucket, Massachusetts 02554.
- (c) Tenant's Trade Name: Snackle
- (d) Lease Term: Commencing on the Commencement Date (as that term is herein defined) and expiring on December 31, 2028 (the "Expiration Date").
- (e) Commencement Date: March 1, 2024.
- (f) Minimum Rent Payment: For and with respect to the period commencing on the Commencement Date and continuing through the Expiration Date, at the following rates and on or before the following dates:

<u>2024</u>	
March 1, 2024	\$ 6,000.00
May 1, 2024	\$ 6,750.00
June 1, 2024	\$ 6,750.00
July 1, 2024	\$ 6,750.00
August 1, 2024	\$ 6,750.00
September 1, 2024	\$ 6,750.00
October 1, 2024	\$ 6,750.00
November 1, 2024	\$ 6,750.00
December 1, 2024	<u>\$ 6,750.00</u>
	\$60,000.00

<u>2025</u>	
March 1, 2025	\$ 6,300.00
May 1, 2025	\$ 7,087.50
June 1, 2025	\$ 7,087.50
July 1, 2025	\$ 7,087.50
August 1, 2025	\$ 7,087.50
September 1, 2025	\$ 7,087.50
October 1, 2025	\$ 7,087.50
November 1, 2025	\$ 7,087.50
December 1, 2025	<u>\$ 7,087.50</u>
	\$63,000.00
<u>2026</u>	
March 1, 2026	\$ 6,600.00
May 1, 2026	\$ 7,425.00
June 1, 2026	\$ 7,425.00
July 1, 2026	\$ 7,425.00
August 1, 2026	\$ 7,425.00
September 1, 2026	\$ 7,425.00
October 1, 2026	\$ 7,425.00
November 1, 2026	\$ 7,425.00
December 1, 2026	<u>\$ 7,425.00</u>
	\$66,000.00
<u>2027</u>	
March 1, 2027	\$ 7,000.00
May 1, 2027	\$ 7,875.00
June 1, 2027	\$ 7,875.00
July 1, 2027	\$ 7,875.00
August 1, 2027	\$ 7,875.00
September 1, 2027	\$ 7,875.00
October 1, 2027	\$ 7,875.00
November 1, 2027	\$ 7,875.00
December 1, 2027	<u>\$ 7,875.00</u>
	\$70,000.00
<u>2028</u>	
March 1, 2028	\$ 7,400.00
May 1, 2028	\$ 8,325.00
June 1, 2028	\$ 8,325.00
July 1, 2028	\$ 8,325.00
August 1, 2028	\$ 8,325.00
September 1, 2028	\$ 8,325.00
October 1, 2028	\$ 8,325.00
November 1, 2028	\$ 8,325.00
December 1, 2028	<u>\$ 8,325.00</u>
	\$74,000.00

(g) Percentage Rent:

Percentage: Ten percent (10%).
Base gross sales: An annual amount determined by dividing the annual minimum rent by .10.

(h) Use: Only as a first-class, high-quality quick serve cafe principally and primarily for the preparation and sale of healthy snacks, salads, cold sandwiches and wraps, charcuterie, soup, simple breakfast items, coffee, non-alcoholic beverages and sodas for off-premises consumption. The demised premises shall not be used for any other purpose or purposes.

(i) Guarantor of Tenant's Obligations: Mary Tierce-Riley and Shaun Riley, jointly and severally. See attached Guarantee.

(j) Security Deposit: None.

ARTICLE II.
Premises

Section 2.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, the premises (hereinafter referred to as the "demised premises") described on Exhibit "A" hereto annexed and made a part hereof in the building located at 44 Straight Wharf (hereinafter referred to as the "Building") in Nantucket, Massachusetts, which Building along with the land surrounding said Building owned by Landlord shall hereinafter be referred to as the "Property".

Excepting and reserving to Landlord the roof and exterior walls of the Building and all other portions of the Property; and further reserving to Landlord the right to place in the demised premises (in such manner as to reduce to a minimum the interference with Tenant's use of the demised premises) utility lines, pipes, and the like, to serve premises other than the demised premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the demised premises as may have been installed in the Building. No parking privileges are granted hereunder either to Tenant or to its customers or employees and no representations as to future parking are made herein.

ARTICLE III.
Term of Lease

Section 3.1. TO HAVE AND TO HOLD the demised premises unto Tenant for the term specified in Section 1.1(d) hereof unless sooner terminated as provided herein.

Section 3.2. The term hereof shall commence on the Commencement Date.

Section 3.3. Tenant accepts the demised premises in their As Is condition without any obligation on Landlord's part to perform any work with respect thereto and the demised premises are deemed ready for Tenant occupancy by Tenant as of the date hereof. Promptly after the Commencement Date, Tenant shall perform at its own cost and expense all of Tenant's work in accordance with the provisions of Section 6.1 hereof, shall equip the demised premises with new

trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and open for business as soon thereafter as possible but in no event later than Memorial Day weekend.

ARTICLE IV.
Minimum Rent

Section 4.1. Tenant covenants and agrees to pay without notice, demand or offset to Landlord, minimum rent for the demised premises on the dates and in the amounts specified in Section 1.1(f) hereof. All checks for rent and all other charges payable under this lease shall be made payable to Landlord and shall be sent, until further notice from Landlord, to NIR Retail LLC, 44 Main Street, Floor 2, P. O. Box 447, Nantucket, MA 02554.

ARTICLE V.
Percentage Rent

Section 5.1. In addition to the minimum rent specified in ARTICLE IV above, Tenant covenants and agrees to pay to Landlord, as aforesaid, as percentage rent for each lease-year of the term hereof, a sum equal to the percentage specified in Section 1.1(g) hereof, multiplied by the amount by which gross sales (as hereinafter defined) during such lease-year exceeds the Base gross sales specified in Section 1.1(g) hereof, if there is any such excess.

Section 5.2. Lease-years shall be the twelve month periods commencing on the Commencement Date and ending on the day immediately preceding the twelve (12) month anniversary of the Commencement Date

Section 5.3. The phrase "gross sales", as used in this lease, is hereby defined to mean the dollar aggregate of: the sales prices or rental amount of all food, beverages, goods, wares and merchandise sold or rented, and the charges for all services performed by Tenant at, in, on or from the demised premises, whether made for cash, in credit, or otherwise without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by Tenant in the demised premises but delivery or performance thereof is made from or at any place other than the demised premises, (ii) pursuant to mail, telegraph, telephone, video, electronic, computer or other technology-based systems whether existing now or developed in the future, or other similar orders made, received or filled at or from the demised premises, (iii) by means of mechanical and other vending devices in the demised premises, (iv) as a result of transactions originating upon the demised premises, and/or (v) which Tenant in the normal and customary course of its operations would credit or attribute to its business upon the demised premises, or any part or parts thereof. Gross sales shall not include the amount of any sales tax paid by Tenant to the taxing authority.

Section 5.4. Tenant agrees without notice or demand from Landlord to deliver to Landlord at the address set forth on page one of this lease within ten (10) days after the end of each month during the months (or partial month) that Tenant is required to be open by the terms of this lease, a complete statement signed by an officer of Tenant, showing gross sales for the preceding month. Tenant shall utilize cash registers equipped with sealed continuous and cumulative totals (or computer equipment performing substantially similar functions) to record all gross sales and which shall number consecutive rings. Tenant agrees to maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance with generally accepted accounting

principles to assure the proper recording of all gross sales and the exclusions and deductions therefrom provided in Section 5.3 hereof.

No percentage rent shall be payable for any lease-year until gross sales during that lease-year exceed the applicable Base gross sales figure. Tenant agrees without notice or demand from Landlord, within ten (10) days after the end of the month in each lease-year during which gross sales so exceed the Base gross sales during that lease-year and after each ensuing month during that lease-year, to pay to Landlord on account of percentage rent a sum equal to the percentage of gross sales specified in Section 1.1(g) hereof, multiplied by the amount by which gross sales during the portion of that lease-year which had expired as of the end of such immediately preceding month exceed the applicable Base gross sales, less amounts theretofor paid hereunder for and with respect to that lease-year on account of percentage rent.

Tenant agrees, without notice or demand from Landlord within thirty (30) days after the end of each lease-year, to cause a statement of the gross sales of Tenant made at, in, on and/or from the demised premises for such lease-year to be certified by an officer of Tenant, and shall be subject to further verification as provided in Section 5.5, and a copy of such statement certified by such officer shall be delivered by Tenant to Landlord within such thirty-day period, and such statement shall be accompanied by a check of Tenant for the balance of the percentage rent, if any, payable with respect to such prior lease-year. In the event that Tenant's periodic payments of percentage rent shall in the aggregate exceed the percentage rent payable by Tenant for the entire lease-year, Landlord agrees to apply any such excess against the minimum rent next due under this lease.

Section 5.5. Landlord shall have the right, at any time within thirty-six (36) months after receipt of the annual statement of gross sales of Tenant required to be furnished pursuant to Section 5.4 above, to audit all of the books of account, documents, records, returns, papers, tax returns, original sales records (including, without limitation, cash register tapes, sales slips, bank statements and deposit slips, credit-card records, mail orders, telephone orders, computer records and such other sales records, if any, which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Tenant's gross sales) and files of Tenant relating to gross sales for any lease-year; and Tenant, on request of Landlord, shall make all such matters available for such examination at the Property. If the Landlord shall have such an audit made for any lease-year, and the gross sales shown by the Tenant's statement for such lease-year shall be found to be understated by more than two percent (2%), then the Tenant shall pay to the Landlord the cost of such audit and all future annual statements of gross sales shall be certified by an independent certified public accountant. In any event, the Tenant shall promptly pay to the Landlord any deficiency in percentage rent plus interest at the rate set forth in Section 17.17 from the date such payment should have been made to the date of payment. Such examination and audit may be made by any accountant designated in writing by the Landlord from time to time.

Section 5.6. Computation of the percentage rent specified herein shall be made separately with regard to each lease-year of the term hereof. It is further understood and agreed that Landlord shall in no event be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

ARTICLE VI.
Construction

Section 6.1. Tenant shall prepare the interior of the demised premises for its occupancy in accordance with Exhibit "B" attached hereto and made a part hereof.

ARTICLE VII.
Additional Rent - Taxes

Section 7.1. The term "Taxes" is hereby defined to mean all general and special taxes, including existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Property on both land and any or all improvements contained therein. Landlord shall pay, or cause to be paid, before the same become delinquent, all Taxes, provided however, that if authorities having jurisdiction assess Taxes on the Property and/or the improvements contained therein which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 7.2. Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in the demised premises, and Tenant shall pay all license fees and other charges which may lawfully be imposed upon the business of Tenant conducted upon the demised premises. Further, Tenant hereby agrees that Tenant shall be responsible for all taxes assessed in connection with the operation of its business at the demised premises, including income, sales, wage, meals, excise and the like. On a quarterly basis, Tenant agrees to provide evidence to Landlord of payment of all of the foregoing taxes including copies of any and all filings made to the Massachusetts Department of Revenue ("DOR") as well as assessment reports issued by the DOR. Tenant shall also provide copies to Landlord of any notices issued by the DOR indicating an assessment or intention to lien the demised premises. In addition, contemporaneous with the execution of this lease, Tenant shall execute and deliver the DOR Power of Attorney Form attached hereto as Exhibit "C". Tenant understands and agrees that Landlord may submit this document to the DOR in order to confirm that Tenant is in compliance with its obligations under this Section 7.2. If in the future, the DOR requires new or different instruments in order for Landlord to confirm that Tenant is in tax compliance, Tenant shall execute and deliver whatever instruments may be required for such purposes forthwith upon demand and, in any event, if Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney-in-fact and in its name and stead so to do.

Section 7.3. Tenant shall, during the term of this lease, pay to Landlord its pro rata share of the Taxes. Tenant's pro rata share of Taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this lease.

Tenant's pro rata share of Taxes shall be due and payable within ten (10) days after receipt by Tenant of Landlord's invoice therefor. Notwithstanding the foregoing, the Tenant shall pay to Landlord its pro rata share of Taxes in equal installments along with payments of minimum rent in an amount equal to one-ninth (1/9th) of the Tenant's annual pro rata share of Taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined. The

initial amount of such tax installments shall be as reasonably estimated by Landlord; but thereafter, the monthly tax installments shall be predicated upon the last previous full year's share of Taxes payable by the Tenant. In every case, Taxes shall be adjusted to take into account any abatement or refund thereof paid to Landlord by the appropriate authorities, less all of Landlord's costs of securing such abatement or refund (Landlord having the sole right to contest Taxes).

ARTICLE VIII.
Utilities

Section 8.1. Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, steam, water, electricity, oil, sewer charges, municipal landfill user fees, trash removal, telephone and the like, including all utilities necessary for heating and air conditioning its premises. On the request of Landlord, Tenant shall provide evidence of Tenant's direct payment of the water and sewer fee to the local authority. Further, the Tenant shall pay for all utilities consumed on the demised premises from the date of delivery of possession thereof by the Landlord to the Tenant to the Commencement Date.

ARTICLE IX.
Use of Premises

Section 9.1. It is understood, and Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by Tenant only for the purposes specified as the use thereof in Section 1.1(h) of this lease, and for no other purpose or purposes. Further, Tenant's operation for business in the demised premises shall comply with all laws, rules and regulations applicable thereto.

Section 9.2. Tenant further agrees to conform to all of the following provisions during the entire term of this lease:

(a) Tenant shall always conduct its operations in the demised premises under its present trade name.

(b) No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like, howsoever denominated) may be conducted within the demised premises.

(c) Tenant shall not use any area outside of the demised premises, including, without limitation, sidewalks adjacent to the demised premises for business purposes (including without limitation, the sale or display of merchandise or the distribution of handbills or advertising of any type).

(d) Tenant shall keep the display windows of the demised premises clean and, whether or not the demised premises is open for business or closed for the season, shall keep the store windows appropriately decorated and not empty or papered. Between the period beginning on the start of Memorial Day weekend and ending on Columbus Day, Tenant shall keep the store windows lighted until 11pm. 7 days per week.

(e) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in covered trash receptacles, which trash receptacles shall be kept within the demised

premises at all times, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law. Tenant agrees to fully cooperate with the Landlord in any recycling programs instituted by the Landlord.

(f) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Property, or cause any offensive odor or loud noise (including, but without limitation, the use of loudspeakers). Tenant shall, and shall cause its employees to, use the demised premises in a manner that is welcoming to customers, and consistent with the level and type of service typical of retail establishments in high-end resort communities. Aggressive sales tactics, abusive or intimidating behavior toward customers and any activity that tends to damage the reputation of the Property or the Landlord is prohibited. Tenant shall not use the demised premises in any manner which is improper, offensive or contrary to any law of the Commonwealth of Massachusetts or any ordinance or by-law of the Town of Nantucket. Tenant shall not change the locks to the demised premises without the prior written consent of Landlord and if consent be so given, Tenant shall immediately provide Landlord with a set of keys for all new locks in the demised premises. Tenant's failure to provide Landlord a set of keys to the demised premises shall be an immediate Event of Default without the benefit of notice and cure as provided in Section 16 hereof.

(g) The demised premises (as well as all doors and entryways thereto) shall be kept open for business commencing no later than the start of Memorial Day weekend of each lease-year and shall not close earlier than the end of Columbus Day weekend of each lease-year. For such period of time, Tenant shall be open 7 days a week, 10 hours a day (except at Tenant's election, from and after Memorial Day through June 20th, and from and after Labor Day through Columbus Day weekend, Tenant may reduce its operations to 8 hours a day on Sunday through Thursday, provided that during such periods Tenant remains open on Friday and Saturday for 10 hours a day).

During any day when the Tenant is not open for business at the demised premises during all of the hours when the Tenant is required to be open as provided in this Subsection (h), then, without limitation to any rights and remedies provided to the Landlord under this lease or otherwise, the minimum rent due and payable under this lease for such day shall be due and payable at a rate which is equal to two times the minimum rent rate otherwise due and payable and the Base gross sales figure shall not be adjusted as a result thereof.

(h) Tenant shall at all times keep the demised premises fully and adequately stocked and fixtured, with an adequate staff, and shall not use any portion of the demised premises for storage or other services, except for its operations in the demised premises.

(i) Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the demised premises, whether or not Tenant is then operating for business, including any necessary winterizing of the demised premises during months when the demised premises is not required to be open and operating.

(j) Tenant agrees that it and its employees and others connected with Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by Landlord by written notice to Tenant with respect to the Property.

(k) Tenant shall not use, transport, handle, store, release or dispose of any oil or hazardous or toxic materials, substances or wastes in or about the Property.

(l) Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 9.3. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord.

In the event Tenant seeks Landlord's consent pursuant to this Section 9.3, Tenant shall furnish Landlord with such information regarding the prospective assignee or sublessee as Landlord may require, including without limitation information regarding financial ability and business experience relating to the uses permitted hereunder. Notwithstanding anything to the contrary in this lease, Landlord may in its sole discretion withhold its consent to any proposed assignment or subletting. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease.

For the purposes of this lease, the entering into of any management agreement or any agreement in the nature thereof transferring control or any substantial percentage of the profits and losses from the business operations of the Tenant in the demised premises to a person or entity other than the Tenant, or otherwise having substantially the same effect, shall be treated for all purposes as an assignment of this lease and shall be governed by the provisions of this Section 9.3.

In addition, for the purposes of this lease, the sale or transfer (which term shall include, without limitation, the exchange, issuance and redemption) of forty-nine percent (49%) or more, or such smaller percentage as would result in a change in the voting control, of the voting stock of the Tenant (if the Tenant is a corporation), the voting stock of any corporate guarantor of the Tenant, or the voting stock of any immediate or remote controlling corporation of the Tenant (whether such sale or transfer occurs at one time or at intervals so that, in the aggregate, over the term of this lease, such transfer shall have occurred), or any other transaction(s) overall having the effect of a change in voting control or substantially the same effect if the entity in question is not a corporation (such as, without limitation, a change in the number or the identity of partners of a partnership or of beneficiaries of a trust), shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this lease and shall be governed by the provisions of this Section 9.3.

ARTICLE X.

Other Stores

Section 10.1. In recognition of the fact that this lease provides for a percentage rent based upon the sales made by Tenant in or from the demised premises, Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this lease and continuing for the full term of this lease, none of Tenant, any guarantor or principal of or partner in Tenant, any of their affiliated, parent or subsidiary companies, or any franchisor (or licensor) or any franchisee (or licensee) of any of them, will operate, either directly or indirectly, another store (including a department or concession in another store) operating under the same trade name (other than stores, departments, or concessions presently being operated by it or

them) within a reasonable area of the demised premises, without the prior written consent of Landlord, Tenant acknowledging that the area within a circle having as its center the demised premises and having a radius of one (1) mile is a reasonable area for this purpose.

ARTICLE XI.
Maintenance of Building, Etc.

Section 11.1. Landlord agrees to keep in good order, condition, and repair foundations and structural portions of the demised premises and the storefront (except glass and glass windows and doors, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises, except as provided in ARTICLE XIV hereof.

Section 11.2. Except as specifically herein otherwise provided, Tenant agrees that from and after the Commencement Date, and continuously thereafter until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every part thereof (including, without limitation, all glass, window doors, window sashes and frames and door frames). Tenant shall be responsible for the removal of dirt, debris, trash, litter, refuse, snow and ice from the sidewalk located directly in front of the demised premises and Landlord shall have no obligation in connection therewith. All trash and litter shall be removed to a trash receptacle. No trash and litter may be swept into a street gutter or into an adjoining sidewalk, street or public way. With respect to the HVAC system and equipment, Tenant specifically agrees to maintain at all times during the term of this lease the usual service contract with respect thereto, furnishing evidence thereof (including renewals) to Landlord. Notwithstanding the foregoing, Landlord shall have the option, but not the obligation, to maintain the HVAC system and equipment, including winterizing thereof. There is excepted from this paragraph, however, such damage as Landlord is required to repair pursuant to ARTICLE XIV hereof. Tenant further agrees that the demised premises shall be kept in a clean, sanitary and safe condition in accordance and shall in all respects comply with the laws of the United States of America, Commonwealth of Massachusetts and by-laws of the Town of Nantucket (including, without limitation, the Formula Business Exclusion District by-law of the Town of Nantucket), and in accordance with all directions, rules, and regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 11.3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord and of the Nantucket Historic District Commission and such other state and local approvals (if so required) and in any event any such alterations by Tenant shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner and in accordance with this lease. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the demised premises and which in any manner are attached to the floors, walls or ceilings shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury and in good working order. However, the usual trade fixtures and furniture and Tenant's exterior storefront signage which may be installed in the demised premises prior to or during the term hereof at the cost of Tenant shall be removed by Tenant from the demised premises upon the termination of this lease if, but only if, the Tenant is not then in default hereunder. Further, Tenant

covenants and agrees, at its own cost and expense, to repair any and all damage to the demised premises and Tenant's storefront fascia resulting from or caused by such removal. In any event, any trade fixtures, equipment, furniture, signage and other personal property which remain in the demised premises following the expiration or earlier termination of the term hereof, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant or anyone claiming by, through or under Tenant.

ARTICLE XII. Indemnity and Insurance

Section 12.1. Tenant agrees to indemnify, defend with counsel acceptable to Landlord and save harmless Landlord, Landlord's managing agent, Landlord's lender(s) (if any), and any other parties reasonably designated by Landlord from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the demised premises is delivered to Tenant and until the end of the term hereof in or about Tenant's demised premises, or arising from any accident, injury or damage occurring outside of the demised premises but on the Property, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 12.2. Tenant agrees to maintain in full force commencing as of delivery of possession of the demised premises to Tenant and continuing during the term hereof a policy of commercial general liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like; or otherwise in the broadest and most comprehensive form then generally available from time to time, under which Landlord, Landlord's managing agent, Landlord's lender(s) (if any), and any other parties reasonably designated by Landlord are named additional insured on a primary and non-contributory basis and Tenant is named primary insured. The minimum limits of liability of such insurance shall be \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate on a per location basis. The policy(ies) shall be written on an occurrence form and include bodily injury and property damage coverage for premises / operations, personal and advertising injury and products and completed operations coverage, and contractual liability coverage. The \$5,000,000.00 limit, or such higher limits as the Landlord may from time to time request, may be achieved by a combination of commercial general liability and umbrella / excess liability policies.

Each such policy shall be written by a reputable and financially sound, duly licensed and admitted insurance company with a rating of not less than A- VIII by A.M. Bests (or successor rating agency) and be non-cancellable with respect to the Landlord and the Landlord's said designees without thirty (30) days' prior written notice to the Landlord. Evidence of such coverage shall be provided in the form of a Certificate of Insurance which shall be delivered to the Landlord prior to the earlier to occur of the date on which Tenant commences performance of Tenant's work or the date on which the demised premises are delivered to Tenant and thereafter not less than thirty

(30) days prior to the expiration of each policy and shall include as an attachment a copy of the policy endorsement providing the additional insured status as required herein.

Section 12.3. Tenant agrees to use and occupy the demised premises and to use such other portions of the Property as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant or those claiming by, through or under Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures and do certain work prior to the Commencement Date, shall also apply at all time prior to the Commencement Date.

Section 12.4. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the demised premises on the Property, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes or grease traps.

Section 12.5. The foregoing provisions of this ARTICLE XII (as well as any other provisions dealing with indemnity and the like by Tenant of Landlord) shall be deemed to be modified in each case by the insertion in the appropriate place of the language: "except as otherwise provided in Mass. G.L. Ter. Ed., C. 186, §15".

Section 12.6. Tenant also agrees that it shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the demised premises, and all leasehold improvements to the demised premises constructed or installed by, for or on behalf of the Tenant insured against loss on a Special Cause of Loss form policy or its equivalent in amounts equal to the full replacement cost thereof. Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord and at least 10 days prior to any policy renewal. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 12.7. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), the Landlord and the Tenant mutually agree that with respect to any loss which is covered by insurance or required to be carried pursuant to the provisions of this lease, the one required to carry such insurance and suffering said loss (whether insured or not) releases the other of and from any and all claims with respect to such loss, including any deductibles, and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof, even though, notwithstanding anything to the contrary set forth in this lease, such loss or damage might have been occasioned by the negligence of Landlord or Tenant, or their respective agents or employees.

Section 12.8. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises, which shall increase the rate of insurance on the demised premises or the Property above the standard rate, and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

Section 12.9. Landlord may elect to obtain insurance covering the demised premises from loss or damage by fire, with a Special Cause of Loss form policy or its equivalent and such other insurance as from time to time the then holder of the first mortgage which includes the demised

premises shall require or Landlord shall deem advisable, but such coverage shall not apply to property or improvements installed by, for, on behalf of or belonging to Tenant. Landlord may also maintain liability insurance covering the demised premises and any common areas of the Property. Tenant agrees to pay to Landlord its pro rata share of such insurance costs and expenses, which pro rata share shall be computed by multiplying the whole of said costs and expenses by a fraction, the numerator of which is the total square footage of floor area of the demised premises and the denominator is the total square footage of all buildings covered by such insurance. Tenant's pro rata share shall be paid within ten (10) days following receipt by Tenant of Landlord's invoice therefore. Notwithstanding the foregoing, the Tenant shall pay its pro rata share of Landlord's insurance costs and expenses to Landlord in equal installments along with payments of minimum rent in an amount equal to one-ninth (1/9th) of the Tenant's annual pro rata share of such insurance costs and expenses.

ARTICLE XIII.

Landlord's Access to Premises

Section 13.1. Landlord and his designees shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting or making repairs to the same or exhibiting the same to prospective purchasers and lenders. If repairs are required to be made by Tenant pursuant to the terms hereof or if Tenant is required to perform any other obligation under this lease, Landlord may demand that Tenant make such repairs or perform such obligation forthwith, and if Tenant refuses or neglects to commence such repairs or performance and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required to) make or cause such repairs or performance to be done and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs or performance to be done, or endeavors so to do, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thus incurred, and if Tenant shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVI hereof.

Section 13.2. For a period commencing nine (9) months prior to the termination of this lease, Landlord may have reasonable access to the demised premises for the purpose of exhibiting the same to prospective tenants.

ARTICLE XIV.

Damage and Condemnation

Section 14.1. In the event the demised premises or any part thereof or the whole or any part of the Building shall be taken for any street, or other public use or by the action of the Town of Nantucket or other authority or shall be destroyed or damaged by fire or other unavoidable casualty during the term of this lease, then this lease shall terminate at the election of Landlord. Such election may be made in the case of any partial or substantial taking or damage. If Landlord does not so elect, then in cases of any such taking or destruction of or damage to the demised premises, to the extent there is substantial interference with the operation of the business of Tenant in the demised premises, having regard for the extent to which Tenant may be required to discontinue its business in the demised premises, minimum rent shall be abated or reduced proportionately during such period and such abatement or reduction shall continue until the earlier to occur of (i) the completion by Landlord of such work of repair or reconstruction as Landlord is obligated to do or (ii) the date that Tenant first re-opens for business in all or such portion of the demised premises. In the event Landlord does not elect to terminate this lease as hereinabove provided, Landlord shall

promptly after such damage and the determination of the net amount of insurance or condemnation proceeds available to Landlord expend as much as may be necessary of such net amount to restore consistent with zoning laws and building codes then in existence so much of the demised premises (or a portion thereof) as was originally constructed by Landlord to substantially the condition in which such portion of the demised premises was in at the time of such damage. If Landlord shall elect to terminate this lease, this lease and the term hereof shall cease and come to an end as of the date of said damage, destruction or taking.

Section 14.2. Out of any award or awards for any taking of the demised premises (including, without limitation, any taking of Tenant's leasehold interest as aforesaid), in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such demised premises and for Landlord's business loss. Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it for the taking of its trade fixtures or furniture and its leasehold improvements and only to the extent such amounts are awarded in a separate proceeding and only to the extent Landlord's award is not thereby reduced and Tenant is not otherwise reimbursed for the same by Landlord.

ARTICLE XV. Bankruptcy or Insolvency

Section 15.1. When pursuant to the Bankruptcy Code the trustee or debtor in possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the minimum rent and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the demised premises herein or created hereby nor any lesser interest or estate of Tenant shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this lease, if the term hereof has expired or has been terminated in accordance with the provisions of this lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this lease pursuant to the provisions of this ARTICLE XV or prevent Landlord from regaining possession of the demised premises thereupon.

ARTICLE XVI. Landlord's Remedies

Section 16.1. Any one of the following shall be deemed to be an "Event of Default":

A. Failure on the part of Tenant to make payment of rent or any other monetary amount due under this lease within seven (7) days after Landlord has sent to Tenant notice of such default.

B. With respect to a non-monetary default under this lease, failure of Tenant to cure the same within the minimum time period required to cure the default after Landlord has sent to Tenant notice of such default. Tenant shall be obligated to commence forthwith and to complete as soon as possible the curing of such default; and if Tenant fails so to do, the same shall be deemed to be an Event of Default.

C. The commencement of any of the following proceedings, with such proceeding not being dismissed within sixty (60) days after it has begun: (i) the estate hereby created being taken on execution or by other process of law; (ii) Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property by a court

of competent jurisdiction; or (v) a petition being filed for the reorganization of Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted; or (vi) Tenant filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts.

D. Failure of Tenant, after the term of this lease commences, to be open for business to the public for more than one day when required by this lease to be so open in any one lease-year, or for more than an aggregate of three (3) such days during the term hereof, or if Tenant shall otherwise abandon or vacate the demised premises.

Section 16.2. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any remedies available to Landlord under applicable statutes or case law, or otherwise, immediately or at any time thereafter, and without demand or notice (and Tenant hereby expressly waives any notice to quit possession of the demised premises), enter into and upon the demised premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may send written notice to Tenant terminating the term of this lease; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5th) day following the sending of such notice of termination, the term of this lease shall terminate.

Section 16.3. Tenant covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings (and Tenant hereby expressly waives any notice to quit possession of the demised premises prior to the institution of such summary proceedings), termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Landlord's damages. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then fair rental value (in advance) of the premises for the balance of the term. To induce Landlord to enter into this lease, Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by Landlord against Tenant on any matter whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant and Tenant's use and occupancy of the demised premises and/or any claim of injury or damage. In addition, Tenant shall

pay to Landlord all costs of enforcing the terms of this ARTICLE XVI, including, without limitation, reasonable attorneys' fees and costs.

Section 16.4. If this lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions of the preceding ARTICLE XV and this ARTICLE XVI with respect to bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the guarantor hereof".

Section 16.5. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable, but shall look solely to Landlord for satisfaction of such claim.

ARTICLE XVII. Miscellaneous Provisions

Section 17.1. Waiver.

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by that party of any of his rights hereunder. Any consent required of Landlord in any provision of this lease may be withheld by Landlord in its sole discretion unless the provision requiring such consent specifically states that Landlord shall not withhold such consent unreasonably.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 17.2. Covenant of Quiet Enjoyment.

This lease is expressly subject to all matters of record. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors, respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's equity in the Property for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the demised premises (constructive or actual) by Landlord. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 17.3. Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, upon the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this lease.

Section 17.4. Notice to Mortgagee.

After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord and such additional period of time as such holder shall reasonably require therefor; and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 17.5. Mechanics' Liens.

Tenant agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against the demised premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon or about the demised premises and to indemnify, defend with counsel acceptable to Landlord and save harmless Landlord from any claims or actions relating to compensation or payment for Tenant's work (as hereinafter defined) in the demised premises.

The parties hereby acknowledge that, in performing any alterations, additions, or other work (collectively "Tenant Work"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the building in which the demised premises is located and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

Section 17.6. No Brokerage.

Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 17.7. Landlord's Fees and Expenses.

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the demised premises or from any bankruptcy case involving the Tenant, including without limitation, any breach by the Tenant of its obligations hereunder or the filing by or against the Tenant of any petition for relief under any applicable bankruptcy law (any bankruptcy matter referred to herein being subject to the provisions of ARTICLE XV hereof).

Section 17.8. Invalidity of Particular Provisions.

If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.9. Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. All rents, revenues and proceeds derived by Landlord from the Property, including, without limitation, rents hereunder, shall be the sole property of Landlord and not shared in by Tenant. Wherever reference in this lease is made to the managing agent, the same shall mean the managing agent that has been authorized by Landlord to act on its behalf in the management of the Property. Nothing herein shall impose any liability on the managing agent.

The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this lease or any related document, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

Section 17.10. Other Agreements.

Tenant hereby warrants and represents that neither this lease nor the operation of the demised premises hereunder violates the provisions of any instrument heretofore executed by Tenant or any affiliate of Tenant, including, without limitation, any so-called radius restriction contained in any such instrument. On Landlord's request, Tenant shall provide to Landlord a Certificate of Good Standing from the Department of Revenue.

Section 17.11. Governing Law.

This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts as the same may from time to time exist.

Section 17.12. Recording.

Tenant agrees not to record the within lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable Massachusetts laws, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease. Further, each party hereto agrees upon the expiration or earlier termination of this lease, on request of the other, to execute a Termination of Notice of Lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's attorney.

Section 17.13. Notices.

Whenever by the terms of this lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for Tenant, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

Section 17.14. When Lease Becomes Binding.

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the demised premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant warrants and represents to Landlord that all information furnished by Tenant or any guarantor to Landlord or Landlord's representatives in connection with this lease or in respect of the financial condition of Tenant and such guarantor is true and correct and properly reflects the financial condition of Tenant and such guarantor without material adverse change, in each case as of the date hereof. Within ten (10) days after Landlord's demand therefor which may be made no more often than once per year, the Tenant shall furnish to Landlord, at Tenant's sole cost and expense, then current financial statements of Tenant and of each guarantor, audited, if audited statements have been recently prepared on behalf of Tenant or such guarantor, or otherwise certified as being true and correct by the chief financial officer of Tenant or such guarantor, as the case may be, or by the Tenant or such guarantor if the same is an individual.

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically confirms and acknowledges that: (i) before entering into this lease, Tenant has made its own observations, studies, determinations and projections with respect to Tenant's business in the demised premises and all other factors relevant to Tenant's decision to enter into this lease, including, without limitation, competition, market size, sales volume, profitability and general, so-called "demographics"--both present and prospective; and (ii) neither Tenant nor any representative of Tenant has relied upon any representation by (or any "conversation" with) Landlord or any representative of Landlord with respect to any of said factors.

Section 17.15. Lease Superior or Subordinate to Mortgage.

It is agreed that the rights and interest of Tenant under this lease shall be automatically subject and subordinate to any mortgages or deeds of trust that are now existing or may hereafter be placed upon the Property or any portion thereof containing the demised premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, without the need for any further instrument or for the mortgagee or trustee named in said mortgages or deeds of trust to make any election; except that any mortgagee or trustee may elect to give the rights and interest of Tenant under this lease priority over the lien of its mortgage or deed of trust by notice delivered to Tenant. Tenant shall execute and deliver whatever instruments may be required for any of the foregoing purposes forthwith upon

demand, and in the event Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do.

Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under any mortgage or deed of trust upon the Property or any portion thereof containing the demised premises and shall recognize any such purchaser, any transferee that acquires the demised premises by deed in lieu of foreclosure and the successors and assigns of such purchasers/transferees as its landlord for the unexpired balance (and any extensions, if exercised) of the term of this lease upon the same terms and conditions set forth in this lease.

Section 17.16. Holding-Over.

Any holding-over by Tenant after the expiration of the term of this lease shall be treated as a tenancy at sufferance at three times the rent and other charges specified herein (and if varying rates are specified herein, at three times the highest such rate), prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this lease, so far as applicable.

Section 17.17. Interest.

All payments becoming due under this lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the lesser of: (i) four percent (4%) per annum above the prime rate as published in the Wall Street Journal from time to time and if such rate is not published, then four percent (4%) per annum above the prime rate publicly announced from a national bank selected by Landlord from time to time; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts.

Section 17.18. Force Majeure.

Neither the Landlord nor the Tenant shall be liable for failure to perform any obligation under this lease, except for the payment of money, in the event it is prevented from or delayed in so performing by strike, lockout, acts of God, acts of terrorism, breakdown, accident, order or regulation of or by any governmental authority (including any such orders or regulations relating to (i) any declared, actual, or threatened public health emergency or other exigency or (ii) the commencement or recommencement of any performances due hereunder after the public health emergency or exigency has expired or is declared over) or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused from the timely payment of any money due under this lease unless this lease expressly provides otherwise.

Section 17.19. Formula Business.

As of the date hereof and at all times prior to and including the date on which Tenant opens for business to the public in the demised premises, Tenant warrants and represents that it is not a so-called "formula business" as defined in Section 139-2 of the Nantucket Zoning Bylaw. As provided in Section 139-2 of the Nantucket Zoning Bylaw a "formula business" is:

"a type of retail sales establishment, restaurant, tavern, bar, or take-out food establishment which is under common ownership or control or is a franchise, and is one of ten (10) or more other businesses or establishments worldwide maintaining two or more of the following features: (i) standardized menu or standardized array of merchandise with 50% or more of in-stock merchandise from a single distributor bearing uniform markings; (ii) trademark or service mark, defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs, that identifies and distinguishes the source of the goods

from one party from those of others, on products or as part of store design, such as cups, napkins, bags, boxes, wrappers, straws, store signs or advertising devices; (iii) standardized color scheme used throughout the interior or exterior of the establishment, including, but not limited to, graphics, awnings, signage, and the like visible from the exterior of the structure; (iv) standardized interior decor, including, but not limited to, style of furniture, wall coverings, permanent fixtures, displays, window treatments; and (v) standardized uniform, including but not limited to aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags)."

In the event of a breach of this warranty and representation, the same shall be an Event of Default for which Landlord shall have all of its rights and remedies under Article XVI as well as the immediate right to terminate this Lease.

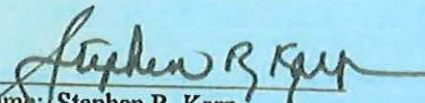
Section 17.20. Rule Against Perpetuities.

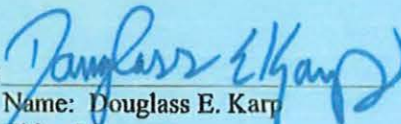
Notwithstanding any provision in this lease to the contrary, if the term of this lease has not commenced by the third (3rd) anniversary of the date hereof, then this lease shall automatically terminate on such date. The sole purpose of this provision is to avoid any possible interpretation of this lease as violating the Rule Against Perpetuities, or any other rule of law or equity concerning restraints on alienation.

WITNESS the execution hereof in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

NIR RETAIL LLC

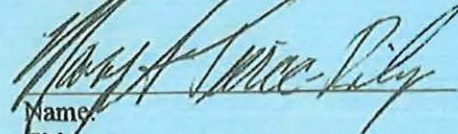
By: NED Manager LLC, its Manager

By: 
Name: Stephen R. Karp
Title: Manager

By: 
Name: Douglass E. Karp
Title: Manager

[LANDLORD]

SNACKLE, LLC,
a Massachusetts limited liability company

By: 
Name:
Title:
Hereunto duly authorized

[TENANT]

GUARANTEE

FOR VALUE RECEIVED, and in consideration for and as an inducement to NIR RETAIL LLC, a Delaware limited liability company (the "Landlord") to make the foregoing lease (the "Lease") with Snackle, LLC, a Massachusetts limited liability company (the "Tenant"), the undersigned, Mary Tierce-Riley and Shaun Riley, having an address at 147 Orange Street, Nantucket, Massachusetts 02554 (the "Guarantors"), unconditionally jointly and severally guarantee the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, the Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of each of the Guarantors hereunder shall in no way be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); each of the Guarantors hereby waiving all suretyship defenses. The obligations of each of the Guarantors include the payment to Landlord of any monies payable by Tenant under any provisions of the Lease, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of Tenant under the Lease.

Each of the Guarantors further covenants and agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not any or all of the Guarantors shall have received any notice of or consented to such renewal, modification or extension. Each of the Guarantors further agrees that the liability of each of the Guarantors under this Guarantee shall be primary (and that the heading of this instrument and the use of the word "guarantee(s)" shall not be interpreted to limit the aforesaid primary obligations of each of the Guarantors) and that, in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at the Landlord's option, proceed against any one of the Guarantors, any other guarantor, and the Tenant, jointly or severally, and may proceed against any one or more of the Guarantors without having commenced any action against or having obtained any judgment against the Tenant or any other guarantor. Each of the Guarantors irrevocably waives any and all rights the Guarantors may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Tenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the Landlord; and the Guarantors will not claim any set-off or counterclaim against the Tenant in respect of any liability the Guarantors may have to the Tenant. Each of the Guarantors further represents to the Landlord, as an inducement for the Landlord to make the Lease, that the Guarantors has a financial interest in the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue

and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of any of the Guarantors under this Guarantee; and, wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to each of the Guarantors.

All payments becoming due under this Guarantee, including, without limitation, costs of collection, and not paid when due shall bear interest from the applicable due date until received by the Landlord at the interest rate set forth in Section 17.17 of the Lease.

This Guarantee may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord, and shall be binding upon the heirs, executors, administrators and assigns of each of the Guarantors. Notwithstanding any law or presumption to the contrary, a copy of this Guarantee shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

Baxter, Amy

From: Baxter, Amy
Sent: Tuesday, May 28, 2024 1:18 PM
To: 'Amanda Riley'; Shaun@acksnackle.com; amanda@acksnackle.com
Cc: Ciarmataro, Ann
Subject: RE: Foggy Bottom Liquor License Status

Amanda,

Thank you for bringing by the application. It is past the deadline for the June meeting but I still tried to get in the public notice so it will depend on the Inky. If they can't get it in we have to push it to another meeting. Two things after a first pass:

1. What is the situation with NIR? I can reach out for comment but if they have not approved Alcohol sales as the landlord that is not going to help with the Select Board Hearing. They can vote to conditionally approve but I think it could delay a decision or lean towards a denial. Any info on that would be helpful.
2. 2. You did not include any costs for the move in the Financial Disclosure section. ABCC wants to see any costs associated with the business to sell alcohol. Any renovations, purchase of any items to display alcohol or purchase inventory, etc. If costs exceed \$50k then they need financial back-up like bank statements or a loan letter from the bank. I can guarantee they will question no costs associated with a Change of Location. It doesn't automatically reject an application but it will hold it up until that is settled.

I'll let you know when I hear back on Public Notice.

Thank you,

Amy

From: Amanda Riley <office@foggybottomnantucket.com>
Sent: Friday, May 24, 2024 10:28 PM
To: Baxter, Amy <abaxter@police.nantucket-ma.gov>; Shaun@acksnackle.com; amanda@acksnackle.com
Cc: Ciarmataro, Ann <aciarmataro@police.nantucket-ma.gov>
Subject: Re: Foggy Bottom Liquor License Status

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

Good Evening,

I have all paperwork and a payment submitted to the ABCC for a change of location to 44 Straight Wharf. I will be in first thing tomorrow morning to deliver.

Thank you,
Shaun and Amanda
774-433-0572

From: Baxter, Amy <abaxter@police.nantucket-ma.gov>
Sent: Wednesday, April 17, 2024 4:50 PM

To: Shaun@acksnackle.com <Shaun@acksnackle.com>; amanda@acksnackle.com <amanda@acksnackle.com>; Amanda Riley <office@foggybottomnantucket.com>
Cc: Ciarmataro, Ann <aciarmataro@police.nantucket-ma.gov>
Subject: Foggy Bottom Liquor License Status

Shaun and Amanda,

As previously discussed, your Liquor License issued to Foggy Bottom Kitchen, LLC. Became a 'pocket license' on or about March 1, 2024. "Pocket licenses," as they are known in Massachusetts, are properly issued and current liquor license that are not being used because the licensed establishment, for whatever reason, has either temporarily closed its doors or stopped doing business altogether. At the time we knew your lease for the licensed premise at 147 Orange Street had expired and you were informed of the ability to apply for a Change of Location no later than 6 months from date of closure. 6 months is the accepted standard to allow for a business to find a new location or transfer license before the local licensing authority moves to cancel a license.

However, the Select Board may call for a hearing at any time to discuss possible cancellation of a license that is not being used. As this license is under a quota that is currently full on Nantucket, we expect to be given notice as soon as possible of your intentions to apply for a transfer or surrender the license. As you now have a new space for your business we request an application to be submitted in 30 days (no later than May 25, 2024) or we will request a Hearing to consider cancellation of the license at the June 10, 2024 Select Board Licensing Meeting. You will be notified via Certified Mail at the address we have on file for your business: 44 Straight Wharf.

A summary of your options:

1. Apply for an Alteration/Change of Location. Application can be found here: <https://www.mass.gov/doc/amendment-change-or-alteration-of-premises-042022/download> (Please let us know if you are in process of completing application so you can be scheduled for a hearing. The only way to have any hope of getting approved within the season is to submit complete application by April 26. Review by ABCC is approved locally can take two months so July is earliest you could sell alcohol.
2. You can schedule a meeting time to go over the process. You can schedule a time here: <https://calendly.com/nantucketlicensing/30min?month=2024-04> or in person at the Permits Office, 4 Fairgrounds Road. Ann Ciarmataro can also answer questions on how to fill out the application.
3. The License can be transferred to another entity which would also require a meeting to discuss process. The transfer license application can be found here: <https://www.mass.gov/doc/application-for-a-transfer-of-license-retail-042022/download>
4. Request extension to a date certain to apply for Change of Location or transfer. If you are working to transfer and can not meet a May 25th deadline we need notification and reason for extension.
5. Surrender license with notice to Licensing office – in person or licensing@police.nantucket-ma.gov. A surrender or cancellation of license would allow for open application as a New License.

Please note we must have everything in writing and can discuss process at an in person meeting only. With 111 Liquor Licenses we have to document everything formally so I apologize if it feels impersonal – but we will do our best to walk you through the process. Let us know how you would like to proceed.

Thank you,

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

4 Fairgrounds Road
Nantucket, MA 02554

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Agenda Item Summary

Agenda Item #	II. 9.
Date	6/10/24

Staff

Katie Cabral

Subject

Utility Petition- Verizon New England, Inc. & Nantucket Electric Company- Easton St. CONTINUED FROM 5/13/24

Executive Summary

This joint petition proposes to relocate (1) JO pole 5/22 on the southerly side of Easton St approximately 40' west of its current location. This relocation is being requested to accommodate a driveway redesign.

Staff Recommendation

Continue the Public Hearing until 7/8/24

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

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

n/a

Attachments

Departmental comments; NGrid petition



From: [Katie Cabral](#)
To: [Sarah Alger](#); [Erika Mooney](#)
Cc: [Holly Visco](#); tgstanton@pike.com
Subject: RE: Easton Street poles
Date: Friday, June 7, 2024 12:10:13 PM

Thank you for this update, Sarah.

Katie Cabral
Town Administration
Town of Nantucket
508.228.7255

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

From: Sarah Alger <sfa@sfapc.com>
Sent: Friday, June 7, 2024 12:04 PM
To: Katie Cabral <kcabral@nantucket-ma.gov>; Erika Mooney <EMooney@nantucket-ma.gov>
Cc: Holly Visco <hvj@sfapc.com>; tgstanton@pike.com
Subject: RE: Easton Street poles

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

Hi. Just a heads up that on Monday, I am going to ask the Select Board to continue the Easton Street pole relocation. I spoke with Tom Stanton, copied here, and he suggested the neighbors try to reach agreement and then come back to Verizon/National Grid. We are in the process contacting the neighbors, but it is complicated, as you know, and we need additional time. Thanks you.

Sarah

Sarah F. Alger, PC

34 Centre Street**
Nantucket, Massachusetts 02554
508-228-1118 telephone
508-228-8004 fax

[**Please note our new Nantucket location](#)

Five Parker Road
Osterville, Massachusetts 02655
508-428-8594 telephone
508-420-3162 fax

From: [Crossman, Daryl](#)
To: [Katie Cabral](#)
Cc: [Donald Voner](#); [Thomas Stanton](#)
Subject: Re: [E] RE: Easton St petition Nantucket (4A0U1LW)
Date: Thursday, June 6, 2024 11:12:26 AM

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

Hi Katie

Tom is still waiting for any changes that the abutters are looking for.

He spoke with the lawyer for #26 Easton St and is waiting for any feedback.

Thanks .

Daryl Crossman

ROW Manager – Verizon
NYS/MA/RI Engineering
Global Network & Technology

44 Old Townhouse Road
South Yarmouth, MA 02664
Home – 508-833-1927
South Yarmouth Office Phone - 508-398-5754
Cell - 774-212-5146



On Wed, Jun 5, 2024 at 3:49 PM Katie Cabral <kcabral@nantucket-ma.gov> wrote:

Hi all,

With the June 10th PH date fast approaching, what is the status of this, please? Have there been any updates? Please advise.

Best,

Katie

Katie Cabral

Town Administration

Town of Nantucket

UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: Verizon New England Inc. & Nantucket Electric Company
TYPE: Petition for Joint or Identical Pole Locations
SITE ADDRESS: Easton Street
HEARING DATE: May 13, 2024

COMMENTS

NPD: No Issues.
FIRE: No Issues.
PLANNING: No Issues.
DPW: No Issues.
SEWER: Please contact sewer department to mark out sewer line.
WWCo: Please contact WWCo to mark out water line prior to work.

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of NANTUCKET, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY be,
and they are hereby granted joint or identical locations for and permission to erect and maintain poles and
their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining
and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred
to, as requested in petition of said Companies dated the 15th day of March, 2024.

**Relocate one (1) JO pole, 5/22, on the southerly side of Easton Street
approximately forty (40) feet west of the current pole's existing location; and approximately
twenty-two (22) feet west of the centerline of Hulbert Avenue.**

This relocation is being requested to accommodate a homeowner's driveway redesign.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points
indicated upon the plan marked-VZ N. E. Inc. No. **MA2024-24** in a package Dated **February 22,
2024** - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be
erected, and the number of poles, which may be erected thereon under this order:

Easton Street
One Jointly-Owned pole to be relocated

Also that permission be and hereby is granted to each of said Companies to lay and maintain
underground laterals, cables and wires in the above or intersecting public ways for the purpose of making
connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of
NANTUCKET, Massachusetts held on the _____ day of _____ 2024.

Select Board's Clerk

We hereby certify that on _____ 2024, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of NANTUCKET, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Select Board of the Town of **NANTUCKET**, Massachusetts, on the _____ day of _____ 2024, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

VZ N.E. INC. No. MA2024-24 MUNICIPALITY NANTUCKET

DATED 02/22/2024

NOT TO SCALE

PLAN FOR RELOCATION OF POLE ON EASTON ST

TO ACCOMPANY PETITION OF
VERIZON NEW ENGLAND INC. AND
NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY

LEGEND:

- PROPERTY LINE
- - - - - EDGE OF PAVEMENT
- ===== EDGE OF ROADWAY
- C/L----- CENTERLINE OF ROADWAY
- ⊗ EXISTING POLE
- ⊗~~⊗~~ EXISTING POLE TO BE REMOVED
- PROPOSED POLE

