

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 5, 2025 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/cp7CkYDFRno>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_bThutcbSsm2yATEqEbnXVQ

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio and Video Recorded.
2. Committee Vacancies - Round 4: Council for Human Services; Council on Aging; Cultural Council; Town of Nantucket Scholarship Committee; Zoning Board of Appeals Alternate - Deadline is February 7, 2025 at 12:00 PM.
3. **Master Plan Visioning Process Kick-Off Event**
Join Charles Marohn, Founder and President of Strong Towns, to Launch the Nantucket Master Plan Visioning Process on Thursday, February 13, 2025 at 5:00 PM at The Nantucket Inn; Plenary Session and Reception to Follow. Free Event Open to All, but Space is Limited. RSVP by emailing laurel@barrettplanningllc.com.
4. **Master Plan Update: Help Shape Nantucket's Future!**

Host a Kitchen Conversation—A Small-Group Discussion You Can Facilitate from Your Kitchen, Office, Coffee Shop, or Anywhere. Share Ideas with Friends and Neighbors about Nantucket's Strengths and Challenges to Help Update the Master Plan. To Learn More, Email Megan Trudel at mtrudel@nantucket-ma.gov. Deadline Extended to February 21, 2025.

5. Select Board Announcements/Comments.

IV. UPDATE ON PUBLIC COMMENT QUESTIONS FROM PRIOR SELECT BOARD MEETINGS

V. PUBLIC COMMENT*

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of January 29, 2025 at 5:30 PM.
2. Approval of Payroll Warrants for February 2, 2025.
3. Approval of Treasury Warrants for February 5, 2025.
4. Approval of Pending Contracts for February 5, 2025 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptances: Natural Resources Department; Human Services.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Nantucket Moorings: Request for Increase of Rental Mooring Fees.

X. TOWN MANAGER'S REPORT

1. Report on Nantucket's PFAS (Per- and Polyfluoroalkyl Substances) Presentation at New England Water Environment Association Conference Held January 26 - 29, 2025.

XI. SELECT BOARD REPORTS/COMMENT

1. Discussion Regarding Follow-up to Article 36 of 2024 Annual Town Meeting (African Meeting House) "Investigation".
2. Committee Reports.

XII. ADJOURNMENT

****Identified on Agenda Protocol Sheet***



AGENDA PROTOCOL

For all Town of Nantucket Boards, Committees, Commissions, Work Groups, Councils and Trusts
(herein collectively referred to as "Committees" in this document)

Roberts Rules: Town of Nantucket Committees follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Committees. At the Committee's discretion, matters raised under Public Comment may be directed to Town Administration and/or appropriate departmental staff, or may be placed on a future agenda, allowing all viewpoints to be represented before the Committee takes action, if any. Except in emergencies, the Committee will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Committee to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with the United States Constitution and the Massachusetts Declaration of Rights.

The agenda for regular Committee meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Committee to take up first. This time is reserved for speakers to address the Committee on matters that are not related to any other Agenda item. If a speaker wishes to address the Committee on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.

All speakers are encouraged to present their remarks in an orderly and peaceable manner, without disruption to other speakers.

All remarks will be addressed through the Chair of the meeting.

The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not protected under the United States Constitution and the Massachusetts Declaration of

Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

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

Disclaimer: Public Comment is not a time for debate or response to comments by the Committee. Comments made during the Public Comment period do not reflect the views or positions of the Committee. Because of free speech principles, the Committee does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

Unanticipated Business: Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Committee welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at their sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Committee Members may have questions on the clarity of the information presented. The Committee will hear any staff input and then deliberate on a course of action.

Committee Report and Comment: Individual Committee Members may have matters to bring to the attention of the Committee during a meeting. If the matter contemplates action by the Committee, Committee Members will consult with the Chair and/or appropriate Town officials or employees in advance and provide any needed information by applicable Committee deadlines and/or schedule the matter for a future Committee meeting. Otherwise, except in emergencies, the Committee will not normally take action on Committee Comment.

Approved: March 27, 2024

Select Board
Committee Vacancy Appointments Timeline
Round 4
As of 1/14/2025

January 14 – Advertise committee vacancies on Town’s website

January 22 and January 29 – Committee vacancies to be added to Select Board agendas as announcement

January 23 and January 30 – Advertise committee vacancies in the Inky

February 7 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Council for Human Services, 1 seat, term expires 2027
- Council on Aging, 1 seat, term expires 2026
- Cultural Council, 1 seat, term expires 2026
- Town of Nantucket Scholarship Committee, 1 seat, term expires 2027
- Zoning Board of Appeals Alternate, 1 seat, term expires 2027

February 12 and February 19– The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

March 5 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

NOTICE OF COMMITTEE VACANCIES

The Select Board is accepting applications for committee vacancy appointments. Interested individuals may obtain a “Committee Interest Form” from the Town of Nantucket’s [website](#). Completed applications can be mailed to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov. Information on the responsibilities of the various committees may also be obtained from the Town’s website. **All appointments will be made by the Select Board at its March 5, 2025 meeting.**

Applications for **all** committee vacancies must be submitted by **12:00 PM on Friday, February 7, 2025.**

Council for Human Services	1 seat	Term Ends 2027
Council on Aging	1 seat	Term Ends 2026
Cultural Council [^]	1 seat	Term Ends 2026
Town of Nantucket Scholarship Committee	1 seat	Term Ends 2027
Zoning Board of Appeals Alternate	1 seat	Term Ends 2027

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

February 12 and February 19 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

March 5 – Meeting for applicants who applied for committee vacancies to introduce themselves and review their applications; committee appointments made.



Master Plan Visioning Process Kick-Off

February 13, 2025

@5:00PM

The Nantucket Inn

Join the Town of Nantucket for an engaging presentation by Charles Marohn, Founder & President of Strong Towns, as we launch the Nantucket Master Plan Visioning Process.

Agenda:

5:00-6:00 PM - Keynote presentation by Charles Marohn

6:00-6:50 PM - Plenary Session with Tucker Holland, Cecil Barron Jensen, Beth Ann Meehan, Rachael Freeman, and Peter Burke; moderated by Peter Flinker (Principal, Dodson & Flinker)

6:50-8:00 PM - Reception

This event is free and open to all, but space is limited.
To attend, **RSVP by emailing laurel@barrettplanningllc.com**.

For more information about the Master Plan Update, visit
<https://nantucket-ma.civilspace.io/en/projects/master-plan-update>



**STRONG
TOWNS**



EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
February 5, 2025

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Agreements						
Grant Agreement (incoming)	Public Works/Energy	ReMain Nantucket, LLC	(\$75,000)	To support development of a Municipal Light Reduction Plan through the use of LEDs	N/A	Jan 2, 2025 - Dec 31, 2025
Amendments						
Contract Amendment	Natural Resources	University of Massachusetts - Boston	N/A	Final Phase of Municipal Harbors Plan update - extension of time	N/A	Jun 8, 2022 - Dec 31, 2025
Contract Amendment	Town Admin	J & J Contractors, Inc.	N/A	Waitt Drive/Municipal Workforce Housing Project - extension of time	N/A	Dec 22, 2023 - Dec 31, 2025
Contractual Services						
Residential Lease	Housing	Residences at Sherburne Commons, Inc.	\$40,980	240 Sherburne Commons lease renewal for Town employees	Housing Budget	Apr 1, 2025 - Mar 31, 2026
Residential Lease	Housing	Hamson, Dale and Andrea	\$36,600	59B Polpis Road lease renewal for Town employees	Housing Budget	Apr 1, 2025 - Mar 31, 2026
Residential Lease	Housing	Margaret Ruley	\$62,400	12A Toms Way lease renewal for Town employees	Housing Budget	Mar 12, 2025 - Mar 11, 2026
Purchase Agreement	Natural Resources	Keystone Precision Solutions	\$24,965	Purchase of GPS data collection system for monitoring of coastal erosion rates	Article 10 2023 ATM	Feb 5, 2025 - Feb 4, 2028
Contract Amendment	Our Island Home	Preferred Therapy Solutions, LLC	Add \$75,000 to original contract amount of \$300,000 for	Therapy services for OIH residents	OIH Budget - Medical Services	Jul 1, 2024 - Jun 30, 2025

			amended contract amount of \$375,000			
Professional Services Agreement	Police	Triumph Roofing, Inc.	\$374,250	Roof replacement at two (2) LORAN seasonal men's and women's dormitory buildings	Article 14 2023 ATM	Feb 5, 2025 - Feb 4, 2028

CONSENT AGENDA ITEMS FOR 2/5/2025 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Natural Resources Department:
 - o Gift of \$6,600 from the Orenstein's for larval equipment for the Brant Point Shellfish Hatchery
- Human Services:
 - o Gift of \$250 from Visco Pumping for the Saltmarsh Senior Center

Recommended Motion: To accept all gifts for their designated purposes, with thanks to the donors.

Town Administration will ensure that letters of thanks are sent.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

131 PLEASANT STREET
NANTUCKET, MA 02554

(508) 228-7230



January 14, 2025

Select Board
16 Broad Street
Nantucket, MA, 02554

Dear Board Members,

On behalf of the Natural Resources Department, we are requesting that the Select Board accept a gift from the Orensteins in the amount of \$6,600 for their support of larval equipment for the Shellfish Hatchery. We will be in attendance at the upcoming meeting of the Board to answer any questions that you may have in regard to this gift. Thank you for your attention to this matter.

Sincerely,

Jeff Carlson,
Town of Nantucket
Natural Resources Department
508-228-7230

MEMO



Date: January 8, 2025

TO: Brooke Mohr, Select Board Chair

CC: Jerico Mele, Director of Human Services

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

I am writing to request acceptance of the following gift donation:

From Visco Pumping: \$250.00 gift to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

Laura Stewart
Program Coordinator,
Senior Services
81 Washington Street
Nantucket, MA 02554
508-228-4490

phone: 508-228-4490
fax: 508-325-5366
e-mail: lstewart@nantucket-ma.gov



Agenda Item Summary

Agenda Item #	IX. 1.
Date	2/5/2025

Staff

Sheila Lucey, Harbor Master

Subject

Nantucket Moorings – potential increase to rental mooring fees

Executive Summary

Nantucket Moorings is requesting to increase its fees for the first time since 2020. Instead of a static pricing model depending on the size of the boat, Nantucket Moorings is requesting the ability to establish a dynamic pricing model based on supply and demand of the moorings. The dynamic pricing model is used in many other businesses on Nantucket, one being the Nantucket Boat Basin.

Staff Recommendation

Recommend approval of the rental mooring fee increase, based on a dynamic pricing model.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☒ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

Nantucket Moorings request with proposed rental mooring fee changes; Nantucket Moorings License Agreement



From: [Kasper, Jody](#)
To: [Erika Mooney](#)
Subject: FW: Nantucket Moorings Rental Price Increase
Date: Friday, January 31, 2025 3:09:53 PM
Attachments: [NM Prices.pdf](#)

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

Erika,

This is the original email from Tim requesting the mooring price increase.

Jody D. Kasper
Chief of Police
Nantucket Police Department
4 Fairgrounds Road
Nantucket, MA 02554

508-228-1212

[NPD Website](#)

From: Nantucket Moorings <nantucketmoorings@gmail.com>
Sent: Tuesday, December 24, 2024 10:26 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>; Marine <marine@police.nantucket-ma.gov>; Kasper, Jody <jkasper@police.nantucket-ma.gov>
Subject: Nantucket Moorings Rental Price Increase

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

Good Morning and Merry Christmas,

To: Nantucket Town Manager
Nantucket Harbor Master
Nantucket Police Chief
Nantucket Select Board

We are writing to ask for a price increase for the rental moorings in the harbor for the 2025 season. I have attached a pdf of our current prices and the proposed new prices. We are currently working with Dockwa (our reservation handler) on dynamic pricing based on supply and demand of the moorings. The dynamic pricing would operate the same way as a rental car, hotel, marina, and most of the hospitality industry. It is our understanding that dynamic pricing is already being used in Nantucket Harbor and is being utilized by many mooring fields and marinas along the entire east coast. We have worked hard to keep our prices very reasonable and even less

expensive than all the mooring rates in New England. Our last price increase was granted in 2015.
Thank you for your time and consideration.

Sincerely,
Timothy Reinemo



Melissa Reinemo

Nantucket Moorings

85 Bartlett Rd, Nantucket, MA 02554

E: NantucketMoorings@gmail.com

P: [508-228-4472](tel:508-228-4472)

Shop Our Store & Reserve Your Mooring

Online At NantucketMoorings.com

This email was scanned by Bitdefender

Nantucket Moorings Rental Mooring Prices

SIZE OF BOAT	CURRENT PRICE	PROPOSED NEW PRICE RANGE
0-25'	\$65.00	\$70-\$100
25'-39'	\$75.00	\$85-\$110
40'-54'	\$85.00	\$95-\$120
55'-74'	\$95.00	\$110-\$135
75'-85'	\$150.00	\$175-\$190



TOWN OF NANTUCKET MOORING LICENSE AGREEMENT

This agreement is made this 21st day of February, 2024, by and between the Town of Nantucket, acting by and through its Select Board (The "Town"), a Massachusetts Municipal Corporation located at 16 Broad Street, Nantucket, Massachusetts 02554 and Nantucket Moorings, Inc. (the "Mooring Licensee"), of 85 Bartlett Road, Nantucket, Massachusetts 02554

RECITALS

- A. The Town has determined that the interests of the public are best served by granting license(s) to private parties to maintain and operate mooring facilities for transient boats in Nantucket Harbor, which licenses are renewable in accordance with their terms so as to create the stable business environment required to induce private parties to make the capital investment necessary for safe mooring facilities.
- B. The Town has awarded the Mooring Licensee the right to operate a portion of the moorings authorized by the Department of the Army Permit No. 1992-00093 dated October 15, 1992 (The "Army Permit") within the mooring grid shown on the plan incorporated in the Army Permit and attached hereto as Exhibit A (the "Designated Area") in the locations within the Designated Area described by the addresses listed in Exhibit B attached thereto (the "Designated Addresses"). Exhibit B shall be provided by the Mooring Licensee to the Town at the beginning of each summer season.
- C. The Town and the Mooring Licensee accept the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Grant of License.** The Town hereby grants to the Mooring Licensee a license to enter upon and use the Designated Area of Nantucket Harbor for the sole purpose of providing moorings available to transient boats of the general public.
2. **Number of Moorings.** The Town hereby grants to the Mooring Licensee the right to operate one hundred twenty-five (125) moorings at the Designated Addresses. The Mooring Licensee shall not rent any mooring not licensed hereby.
3. **Term.** Subject to the provisions hereof, the initial term of this license shall commence on October 16, 2024 and shall end on October 15, 2029. Provided that the Mooring Licensee shall be in compliance with all terms and guidelines set forth in this License Agreement, or any amendment thereto signed by all parties, at the expiration of the term of this license or any extension or

renewal thereof, its Mooring License may be renewed at such a license fee and under such terms and conditions as the Town shall reasonably establish at the time of each renewal. Renewal terms shall be set forth by the Town at least five (5) months prior to the expiration of the then current term.

4. **License Fee.** In consideration for the use of this license, the Mooring Licensee agrees to pay the Town license fees as follows:

2025 Season: \$639 per mooring = \$90,328 (2.5% increase)
2026 Season: \$655 per mooring = \$92,586 (2.5% increase)
2027 Season: \$671 per mooring = \$94,901 (2.5% increase)
2028 Season: \$688 per mooring = \$97,274 (2.5% increase)
2029 Season: \$705 per mooring = \$99,705 (2.5% increase)

The Mooring Licensee shall pay the mooring fees due to the Town on or before September 30 of each year. Said fees are due by mailing or delivering payment to the Town Collector's Office.

5. **License Condition(s).** The Licensee is subject to the following conditions:

- a. The Licensee shall provide the Town with an executed tax statement, annually, by May 15th;
- b. it is in the best interest of the Town to keep Nantucket Moorings' rates fair and equitable; and, so any rate increases are subject to the review and approval by the Board of Selectmen, beginning with the 2006 season. If rates are proposed to be increased, the Town must be notified no later than January 1st and provide its decision as to approval, to the Licensee no later than February 15th.
- c. annually, at the end of each season, by November 1st, the Licensee shall provide a list to the Town containing the number of rental moorings that were rented for the entire season; and, the amount of each such seasonal rental.

6. **Operation.** The Mooring Licensee shall conduct its operations in accordance with the following standards:

- a. **General Operations.** The Mooring Licensee shall conduct its operations in a fair and reasonable manner so as to provide reliable and courteous service to transient boaters within the general public, and the Mooring Licensee shall cooperate at all times with the Harbormaster in connection with the rental mooring business. A sufficient number of permitted moorings to meet public demand shall be available to transient boats belonging to the general public beginning not later than May 1 and ending not earlier than October 15 in each year.
- b. **Inspection of Moorings; Repair.** The Mooring Licensee shall make all moorings readily available for inspection by the Harbormaster or his/her designee, in such manner as the Harbormaster shall reasonably determine, with periodic inspections at least once every three (3) years. The Mooring Licensee shall promptly make any such repairs or

improvements requested orally and confirmed in writing within twenty-four hours as a result of such inspections.

- c. **Maintenance of Equipment, etc.** The Mooring Licensee shall provide all equipment necessary for its operation in accordance with this License, and is responsible for the costs of servicing, maintaining, and managing such equipment.
 - d. **Inventory of Equipment.** On or before May 1 of each year during the term hereof, the Mooring Licensee shall provide to the Harbormaster an updated inventory of the equipment, which the Mooring Licensee will have available for use by the public during the upcoming season. The inventory shall be sufficiently detailed so as to enable the Harbormaster to properly regulate traffic in the harbor. The Mooring Licensee shall promptly update the inventory during the season if there is any material change in the equipment available for use by the public.
 - e. **Marking of Floats.** The Mooring Licensee shall ensure that all floats list the business name of the Mooring Licensee, the mooring number, and the weight of the anchor.
 - f. **Distribution and Collection of Information to and from Boaters.** The Mooring Licensee shall cooperate with the Town by distributing to boaters printed information provided by the Town of Nantucket, relating to the environmental protection of Nantucket Harbor.
 - g. **Inspection.** The Town shall have the right, at all reasonable times, to enter and inspect the Designated Area and to require such improvements or repairs as it reasonably deems necessary to comply with local laws and safety standards.
 - h. **Applicable Directives and Bylaws.** The Mooring Licensee shall observe and obey verbal directives from the Town's Harbormaster, which directives shall be confirmed in writing by the Harbormaster within twenty-four hours, as well as all other applicable laws, statutes, bylaws, regulations and permitting or license requirements.
 - i. **Contact Person.** The Mooring Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Town's Harbormaster during the term hereof.
 - j. **Emergencies.** At any time during an emergency in the harbor declared by the Town's Harbormaster or the U.S. Coast Guard, the Mooring Licensee shall, upon written or oral notice, take all actions reasonably required of it by the Harbormaster to safeguard persons and property moored within the Designated Area, including the evacuation of persons from boats moored therein.
7. **Breach.** The Town may revoke, suspend, or terminate this License upon breach by the Mooring Licensee of the terms and conditions of this License provided that the Town has given the Mooring Licensee: (i) prior notice, of the specific reason for such action, and an opportunity for the Mooring Licensee to be heard with respect to such action; and (ii) notice of action taken, and the method of and requirements for reinstating the License, if any.

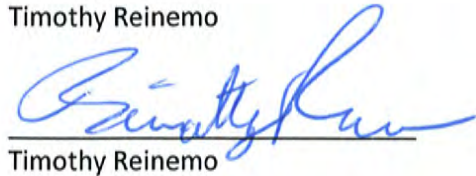
8. **Termination.** Upon any termination of the License pursuant to Paragraph 7 above, the Mooring Licensee shall remove all its personal property and equipment located within the Designated Area and restore the same to its condition at the commencement of this License. Any such property not removed within thirty (30) days after the termination of the License shall become and remain the property of the Town without payment therefor by the Town.
9. **Insurance.** The Mooring Licensee, its contractors, agents and representatives, shall maintain sufficient public liability insurance, with coverage for bodily injury, wrongful death, and property damage in amounts reasonably satisfactory to the Town but not less than \$1,000,000 per occurrence (plus a \$1,000,000 umbrella policy) and \$4,000,000 cumulative. Mooring Licensee shall provide such other insurance coverage as the Town may reasonably require in connection herewith. The Licensee shall provide documentation of such coverage to the Town's Procurement Officer and shall make sure that the Town receives updated documents as policies are renewed.
10. **Indemnification.** The exercise of this License shall constitute the Mooring Licensee's acceptance of complete liability for the actions or omissions of the Mooring Licensee, its contractors, agents, representatives, employees, assignees, permittees or invitees in the course of the use of the designated areas. The Mooring Licensee shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against any and all claims or costs whatsoever arising from or related to exercise by Mooring Licensee of any rights granted hereby.

The Mooring Licensee further agrees not to make any claims against the Town and its officers, employees and agents for any injury, loss or damage to persons (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the Mooring Licensee, its contractors, agents, representatives, employees, assignees and invitees, as hereby licensed.

11. **Modification, Limited Right of Assignment.** Any modification or amendment to this License must be in writing. This License may be transferred and the privileges contained herein may be assigned subject to approval of the assignee by the Select Board provided that the Licensee provides notice to the Select Board of the proposed sale at least 45 days before the intended sale date. Upon notification of a sale, the Town at its sole discretion shall have the option to reopen the License Agreement. If the Town intends to exercise its right to reopen the agreement, the town must notify the seller and the buyer within 30 days of receipt of the notification of sale. The Select Board may consider the recommendations of the Nantucket Harbormaster, as to whether the assignee can demonstrate (with sufficient documentation) that it has the experience level, financial stability and equipment which will enable it to be capable of maintaining and operating one hundred twenty-five (125) rental moorings for transient boaters in Nantucket Harbor at the same level of performance as is currently provided by the Mooring Licensee. The prospective assignee must also agree to fulfill all other provisions of this license.
12. **Applicable Permits and Laws.** In addition to the Army Permit which authorizes 125 rental moorings, 125 of which are licensed hereunder, the Town has obtained or will obtain any federal, state or local permits currently required in the future. The Town shall issue a moorings permit to the Moorings Licensee pursuant to M.G.L. c. 91, Section 10A for each mooring licensed hereunder each year. This license shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts.

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

Mooring Licensee
Timothy Reinemo



Timothy Reinemo

Date: 3 / 26 / 24

Town of Nantucket
Town Manager

C. Elizabeth Gibson

Date: ____/____/____

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

Mooring Licensee
Timothy Reinemo



Timothy Reinemo

Date: 3 / 26 / 24

Town of Nantucket
Town Manager



C. Elizabeth Gibson

Date: 03/29/2024 / /

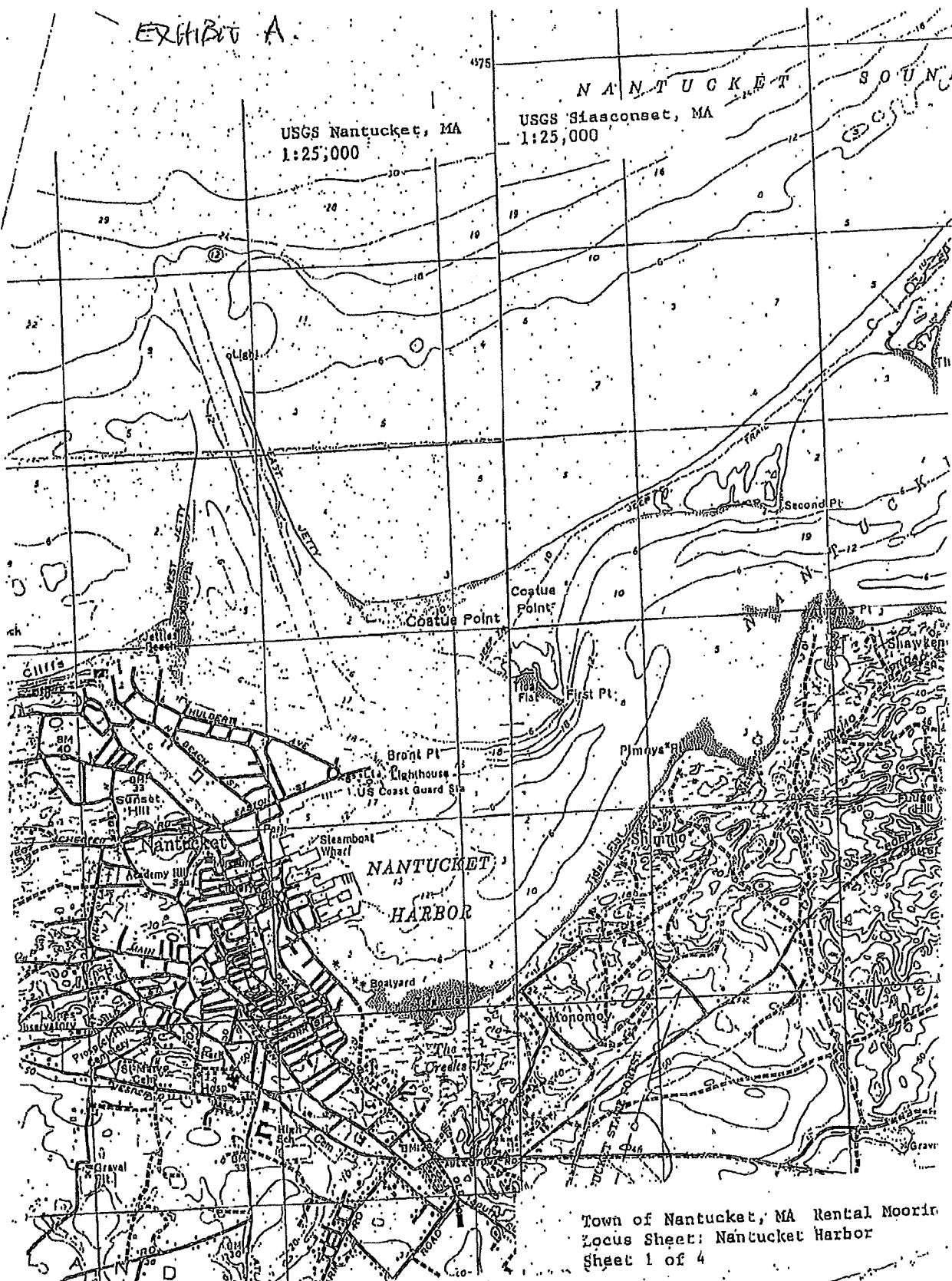
EXHIBIT A

USGS Nantucket, MA
1:25,000

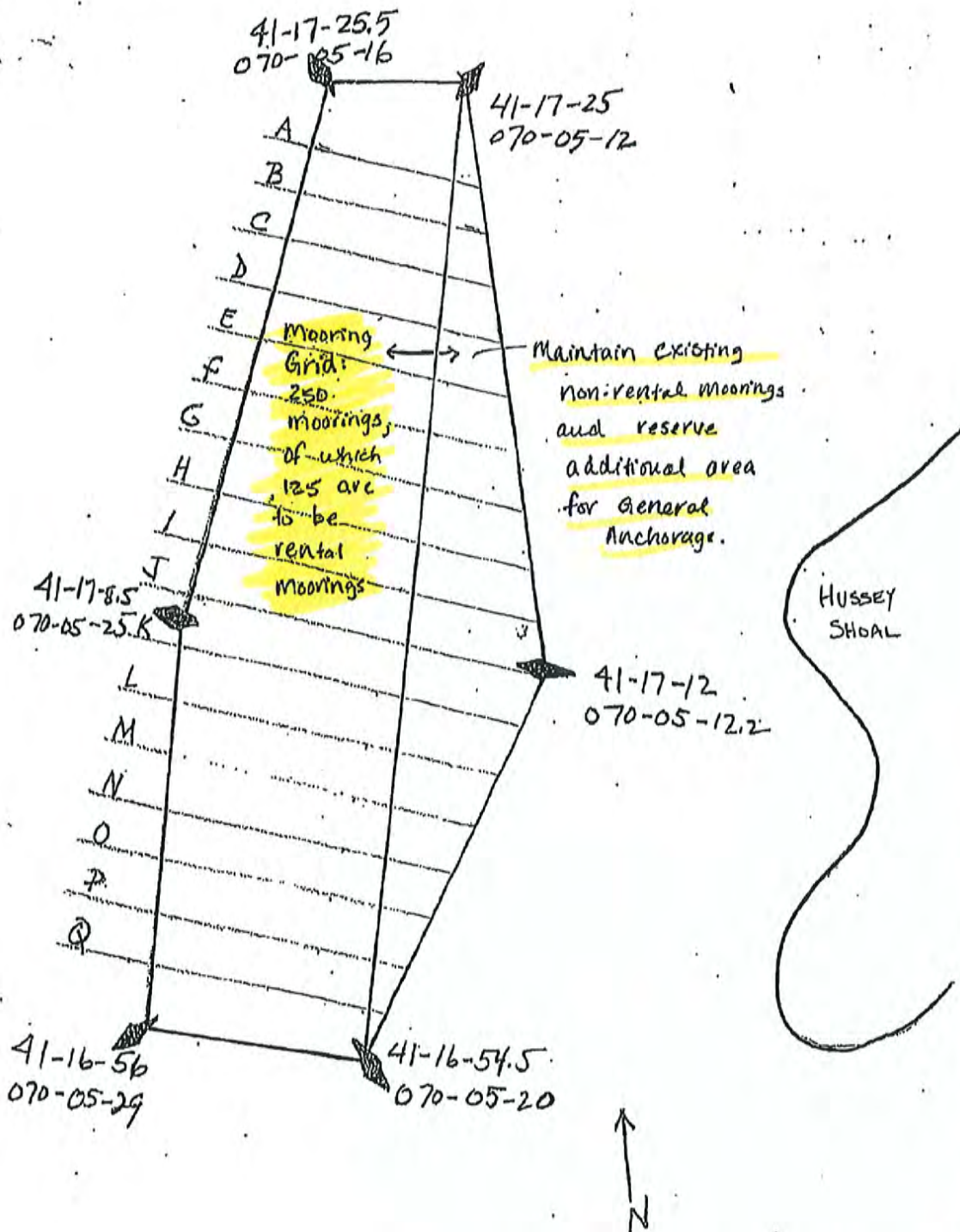
USGS Siasconset, MA
1:25,000

NANTUCKET

SOUND



Town of Nantucket, MA Rental Mooring
Locus Sheet: Nantucket Harbor
Sheet 1 of 4



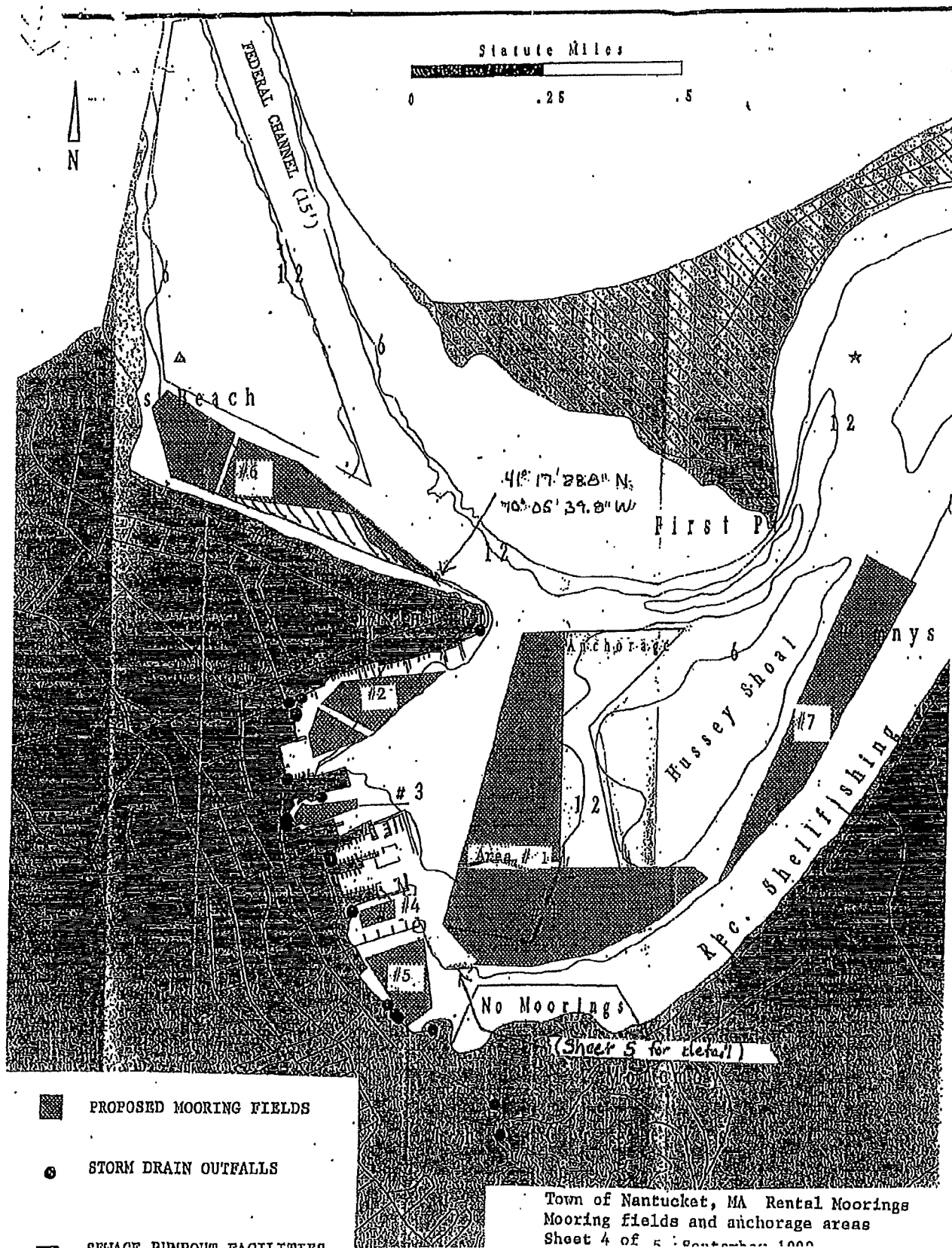


Exhibit B

Nantucket Moorings Grid Addresses

A1, A2

C2, C3

D3

E4, E5

F2, F3, F4, F5, F6, F7

G1, G2, G3, G4, G5, G6, G7

H1, H2, H3, H4, H5, H6, H7

I1, I2, I3, I4, I5, I6, I7

J1, J2, J3, J4, J5, J6, J7

K1, K2, K3, K4, K5, K6, K7, K8

L1, L2, L3, L4, L5, L6, L7, L8

M1, M2, M3, M4, M5, M6, M7, M8, M9

N1, N2, N3, N4, N5, N6, N7, N8, N9

O1, O2, O3, O4, O5, O6, O7, O8, O9, O10

P1, P2, P3, P4, P5, P6, P7, P8, P9

Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8, Q9, Q10

R4, R5, R6, R7, R7, R9

S3, S4, S5, S6, S7, S8, S9, S10

T4, T6, T7, T8

U6, U7, U8

From: [Brooke Mohr](#)
To: [Matt Fee](#); [Libby Gibson](#); [Erika Mooney](#)
Subject: African Meeting House Next Steps
Date: Monday, January 13, 2025 8:07:12 PM

As we discussed a bit in agenda, I would like to put this topic back on an upcoming SB Agenda in late Jan or early February.

The discussion will be about restarting the selection process for a firm to carry out the review of the investigation.

I propose the following plan for discussion:

SB forms a workgroup to execute the procurement of a vendor for the review using the same methodology as before:

- 1) Establish a Scope of Work
- 2) Establish minimum/preferred qualifications
- 3) Identify firms to be invited to respond
- 4) Evaluate and make a recommendation to SB

I propose the group of 5 be made up of:

- Rep from the Citizens Warrant article group
- Rep named by the Museum of African American History
- 1 Select Board member
- 2 appointees from citizens who apply

These would be publicly posted, open meetings that are recorded with video posted on the Town's YouTube page to ensure maximum transparency of the process.

The Workgroup could call upon experts like Brian Turbitt (Procurement), Chief Kasper (Independent reviews of police investigations) or Town Counsel to advise them along the way.

I see Libby put this on the Silver Sheet for February 3rd. If that's a good date, I will let Dr. Trent know as she planned to travel here for the initial conversation about setting up the process.

Thoughts?

Brooke

Select Board
African Meeting House Investigation
Appointments Timeline
As of 2/3/2025

February 5 – Discuss the follow-up to Article 36 of 2024 Annual Town Meeting - African Meeting House “Investigation” – form workgroup to execute the procurement of a vendor.

February 5 – Advertise workgroup openings on Town’s website

February 12 and February 19 – Workgroup openings to be added to Select Board agendas as announcement

February 13 and February 20 – Advertise committee vacancies in the Inky

February 28 at 12:00 PM – Deadline for submitting applications for workgroup

March 5 and March 12– The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

March 19 – Meeting for applicants to introduce themselves and review their applications; workgroup appointments made.



Town of Nantucket

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>

May 7, 2024

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the May 7, 2024 ANNUAL TOWN MEETING adopted **Article: 36** at the May 7, 2024 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 36

(Appropriation: African Meeting House Investigation)

To see if the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent for the purpose of funding to undertake an investigation into, but not limited to, the hate crime at the Historic African Meeting House committed in 2018. Moreover, to review the investigation conducted by Town Administration the Select Board, Nantucket Police Department, Cape and Islands DA and the Attorney Generals Office. This would be conducted by a professional team of independent investigators, given all the rights and privileges to communications, documents and be allowed interviews of Town and State Officials. The results would be released as a public document and the investigation would have the oversight of the articles sponsors.

(Gail Holdgate, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

Holdgate Positive Motion Proposed by James Barrows at Town Meeting:

ARTICLE 36

(Appropriation: African Meeting House Investigation)

Gail Holdgate Motion

I move that the Town vote to direct the Select Board to undertake an investigation into the hate crime at the Historic African Meeting House committed in 2018. Moreover, to review the investigation conducted by Town Administration the Select Board, Nantucket Police Department, Cape and Islands DA and the Attorney General's Office; and further to transfer from Free Cash the sum of \$60,000 for this purpose.

VOTE: The Vote on the Motion pursuant to Article 36, as moved by James Barrows (the Gail Holdgate Motion), was by Majority Vote, Yes: 387, No: 115. The Motion was Adopted.


Nancy L. Holmes, CMC
Town & County Clerk