

Town and County of Nantucket Select Board • County Commissioners

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



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www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 19, 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/eNdi1S_NTWk

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_L1MLZ-66S6W0bAIXyZXhWA

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio and Video Recorded.
2. **Legislative Update** with Nantucket Delegation: Senator Cyr and Representative Moakley.
3. Announce Applications Received for **Committee Vacancies - Round 4**: Council for Human Services; Council on Aging; Cultural Council; Town of Nantucket Scholarship Committee; Zoning Board of Appeals Alternate - Appointments to be Made March 5, 2025.
4. Workgroup Openings: **African Meeting House Investigation Procurement Workgroup**, Two Citizen Seats Available. Applications Due no Later than 12:00 PM on Friday, February 28, 2025. Appointments to be Made on Wednesday, March 19, 2025.
5. **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.

6. **New DPW Facility & NHA Shooting/Archery Range Project: Informational Session**

Join the Town of Nantucket and the Nantucket Hunting Association on March 6, 2025 at 5:30 PM for an Informational Session on the Proposed New DPW Facility and Shooting/Archery Range at 1 Shadbush Road. Learn about Project Updates, Including Roadway Improvements and Utility Extensions, and Share Your Feedback. Attend in Person at 4 Fairgrounds Road, via Zoom, or Watch Live on YouTube. More Information at www.nantucket-ma.gov/newdpw.

7. **No Select Board Meeting on Wednesday, February 26, 2025 (School Vacation Week); Next Meeting to be Held on Wednesday, March 5, 2025.**

8. **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 February 10, 2025 at 11:00 AM; February 12, 2025 at 5:30 PM.
2. Approval of Payroll Warrants for February 16, 2025.
3. Approval of Treasury Warrants for February 19, 2025.
4. Approval of Pending Contracts for February 19, 2025 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. REAL ESTATE ITEMS

1. Request for Acceptance and Execution of Grant of Easement for a Non-Exclusive Access and Pedestrian Sidewalk Easement to Relocate and Reconstruct a Portion of Existing Public Pedestrian Sidewalk Located at 6 and 8 North Beach Street to Create a Vehicular "Drop-Off" Pursuant to the Conditions of Planning Board Special Permit PLSP2021-12-0159, Dated February 14, 2022 and Shown on Easement Plan Entitled "Access Easement Exhibit in Nantucket, MA, Prepared for The Brant RE, LLC," Dated March 25, 2024; and Approval and Execution of Grant of License Agreement for Removal and Construction of Turn-off/Drop-off Ingress and Egress Area where Former Sidewalk was Located as Shown on License Area Plan.
2. Request for Approval for 3 Masaquet LLC to Convey Lot 2 as Shown on Plan of Land Entitled "Plan of Land in Nantucket, MA, Prepared for 3 Masaquet LLC, #3 Masaquet Avenue, Map 8- Parcel 145, " Dated October 30, 2024, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of

IX. TOWN MANAGER'S REPORT

1. Quarterly PFAS (Per- and Polyfluoroalkyl Substances) Related Initiatives Update.
2. FY 2026 Enterprise Fund Budget Reviews: Airport; Solid Waste.
3. Monthly Departmental Report: Town Administration.

X. SELECT BOARD REPORTS/COMMENT

1. Committee Reports.

XI. ADJOURNMENT TO EXECUTIVE SESSION, NOT TO RETURN TO OPEN SESSION

XII. EXECUTIVE SESSION, PURSUANT TO MGL C. 30A § 21(A)

1. Purpose 7: To Comply with, or Act Under the Authority of, any General or Special Law (Open Meeting Law, G.L. c. 30A, §§ 18-23, and Public Records Law, G. L. c. 4, § 7(26) and G. L. c. 66, § 10(a)) to Review Executive Session Minutes of January 9, 2025 for Possible Release.

XIII. ADJOURNMENT OF EXECUTIVE SESSION

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



Town of Nantucket
Public Comment Policy
Adopted by Select Board
February 12, 2025

A. Purpose:

This Policy is adopted to facilitate orderly and efficient public comment periods at meetings of Town public bodies. It will protect the ability of the residents of Nantucket, and other persons, to provide feedback or information to pertinent public bodies regarding matters of public interest, Town initiatives, operations, services, and programs. To allow speakers a fair opportunity to address a public body, and to ensure the public body may accomplish its stated business in an efficient manner, these guidelines seek to ensure compliance with the Open Meeting Law and meet other legal and constitutional obligations. Meetings of public bodies in the Town of Nantucket should be places to engage in orderly and peaceable discourse.

B. Authority:

Principles of free speech and freedom to petition the government, fundamental rights protected by the United States and Massachusetts Constitutions, prohibit public bodies from preventing all speech that may be upsetting or offensive. As such, this Policy establishes reasonable time, place, and manner restrictions sufficient to facilitate orderly and peaceable public comment periods at meetings of elected and appointed public bodies of the Town.

C. Legal Standards:

Meetings of public bodies are subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Open Meeting Law empowers the chair of a public body to preside at and regulate the proceedings of meetings. Pursuant to G.L. c. 30A, § 20(g), no person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. Any person wishing to speak at an open meeting must first be recognized by the chair. All questions raised and all comments made by a duly-recognized speaker must be directed to the chair of the public body alone, not to individual members of the public body, staff, or the public. The chair is authorized to maintain order, and, although a rare occurrence, has authority, after appropriate

warnings are ignored, to take action up to and including removal of a person who is disrupting a meeting.

D. Application:

To secure the rights of the public to participate in public comment periods in the Town of Nantucket in a manner consistent with law, and, to thereby protect the Town and members of elected and appointed bodies from civil rights claims, this policy shall apply to all public bodies in the Town of Nantucket.

E. Procedures:

1. All agendas of multiple-member bodies in the Town of Nantucket shall include a period for Public Comment, subject to the limitations set forth in paragraph 3. Where to place Public Comment on the agenda is at the discretion of the chair. If public comment is invited during a separate agenda item, this Policy shall govern.
2. While statements made during a Public Comment period are not required to address an agenda item for that particular meeting, such comments must relate to a matter within the public body's jurisdiction. Public comments on matters outside the public body's jurisdiction may be ruled out of order by the chair. To avoid due process issues, a person seeking to provide comments on a matter appearing on the same agenda will be asked to defer until the specific agenda item is reached.
3. Each speaker will be allowed to speak once for up to 3 minutes. The chair will curtail verbal comments exceeding the allotted time.
4. A recognized speaker may not cede or assign their time to another unless such an assignment is required as reasonable accommodation for such person because of a disability. All speakers who may need an accommodation are strongly encouraged to contact Town staff or the chair of the public body at least 48 hours prior to the meeting. That said, to facilitate an efficient public comment period, groups that have multiple speakers with the same viewpoint may consider consolidating their comments or designating one person to speak on their individual behalf's.

F. Disruptive Conduct/Unprotected Speech:

Disruptive conduct and engaging in other unprotected speech, including but not limited to the following, may be grounds for the chair of a public body to curtail speech and take other action as appropriate:

1. Speaking without being recognized;
2. Continuing to speak after the chair has curtailed additional verbal comment;
3. Interrupting a recognized speaker;
4. Speaking about matters not within the jurisdiction of the public body;
5. Engaging in conversations while another person is speaking;

6. Making true threats of violence directed toward a particular individual; and
7. Making comments inciting imminent lawlessness.

G. Public Body Response:

1. A public comment period is a listening session, and the public body is there to listen. The public body, in fact, should not respond to matters raised at the meeting unless it is
2. Matters raised during public comment periods are not required to, and are unlikely to, be addressed or resolved by the public body at the same meeting. Individual members of the appropriately deferred to a noticed-agenda item due to Open Meeting Law considerations.
3. At the sole discretion of the chair of the public body, matters raised during public comment may or may not appear on a future agenda or be referred to the Town Administrator for appropriate action, if any.
4. A public body cannot demand that persons attending meetings or participating in public comment be civil to one another. Nevertheless, the Town, or the members of the public, and those that appear before them are encouraged to make any/or all residents of the Town feel welcome, including listening to them speak, and acknowledging that speakers may have a different viewpoints.

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

H. Enforcement:

Concerns about Public Comment Periods may be brought to the attention of the Town Manager, who will discuss the concerns with the chair of the public body, and take appropriate action. Failure to comply with this Policy may be deemed a violation of the Town's Code of Conduct, and grounds for the removal of an appointed official.

2024-2025 Committee Vacancy Applicants – Round 4

Council for Human Services

1 Seat Available; 0 Applicants

1 Seat Term Ends 2027

Current Members:

Suzanne Keating	2025
Amanda Wright	2025
Tara Restieri	2025
Sarah Wright	2026
Claudia Valle	2026
Kelly Steffen	2026
Sue Mynttinen	2027
Veronica Bolcik	2027
VACANT	2027

Applicants:

None

Council on Aging

1 Seat Available; 0 Applicants

1 Seat Term Ends 2026

Current Members:

Robert M. Kucharavy	2025
Erin Lynch	2025
Abigail (Abby) Camp	2025
Mary Anne Easley	2026
Rocky Fox	2026
VACANT	2026
Linda Williams	2027
Lisa Sherburne	2027
Arlene O'Reilly	2027

Applicants:

None

Cultural Council

1 Seat Available; 2 Applicants

1 Seat Term Ends 2026

Current Members:

Sarah C. Ellis (Term 1)	2025
Bethany Oliver (Term 1)	2025
Barbara Tibbitts (Term 1)	2025
Michael Kopko (Term 2)	2026
VACANT	2026
Tony Wagner (Term 1)	2027
Jack Bulger (Term 1)	2027

Applicants:

Kendall Graham
Jeremy White

2024-2025 Committee Vacancy Applicants – Round 4

Town of Nantucket Scholarship Committee

1 Seat Available; 3 Applicants

1 Seat Term Ends 2027

Current Members:

Rebecca Woodley-Oliver	2025
Jeanne Miller	2025
Jana Starr Duarte	2026
Rocky Fox	2026
Jackie McGrady	2027
Anne E. Broadus	2027
VACANT	2027

Applicants:

Peter A. Morrison
Alexis M. Sturgis
Jeannie Critchley

Zoning Board of Appeals Alternate

1 Seat Available; 2 Applicants

1 Seat Term Ends 2027

Current Members:

Jim Mondani	2025
Mark W. Poor	2026
VACANT	2027

Applicants:

Peter W. Lisi
Robert A. Constable



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED

JAN 24 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Hearing.

Name: Kendall Graham

Home Phone: (774) 236-0208

Mailing Address: 50 Essex Road

Alternate Phone: —

Email Address: Kendall47graham@gmail.com

Date Submitted: 1/24/25

REQUESTING APPOINTMENT TO: Nantucket Cultural Council

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? No
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I would like to help support and highlight the unique and diverse work of local artistic residents who may not otherwise receive support for their creative endeavors.

I have a full-time job but I can be flexible to be able to commit to the meeting schedule of the council.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

A perspective on younger generations of creatives/cultural-minded individuals (Millennials, Gen Z); grant-writing experience; previous involvement in cultural/creative institutions (NCMC, e.g.). I want to help provide funding/grants to projects that aim to improve the quality of island life, whether through creative arts, education, environmental awareness, etc.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

N/a

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

FEB - 5 2025

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Jeremy White **Home Phone:** 406.241.7299

Mailing Address: 42 Nobadeer Farm Rd, Unit E, Nantucket, MA **Alternate Phone:** _____

Email Address: jwhite@farawaysoundproductions.com **Date Submitted:** February 5, 2025

REQUESTING APPOINTMENT TO: Cultural Council

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Hello, I have not attended a Cultural Committee meeting. I have attended several meetings for HDC, Zoning Board of Appeals. I used to work in the P.L.U.S. office, so I felt it was very beneficial to my work to attend some meetings. I am interested in fostering and developing the artistic community on Nantucket. There are very talented artists, specifically musicians on this island. From the high school up to adults that perform on a regular basis, the quality of musicianship is very impressive. I also enjoy seeing the local artisans at the farmers market. I am interested in helping out the community and hopefully fostering talents of individuals who may need a little help.

I am prepared to meet the schedule of the council.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

My experience is varied. I have worked in the hospitality field for over 25 years. Currently, my full-time work is in the information technology field for a hospitality company on island. I also own a small business called Faraway Sound Productions. I provide Audio/Visual and information technology services, typically for corporate events that are hosted on the island. Finally, I am a musician. I perform with the Community jazz band and Celtic Flow, the Celtic band based out of NCMC. I also perform a handful of solo gigs throughout the year.. I would hope to accomplish some good for the community and ensure that talented individuals who work hard are noticed. For myself, I would hope to get a better sense of community and get to know more people that are interested in the arts. I would like to broaden my horizons and meet people in other artistic fields. .

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

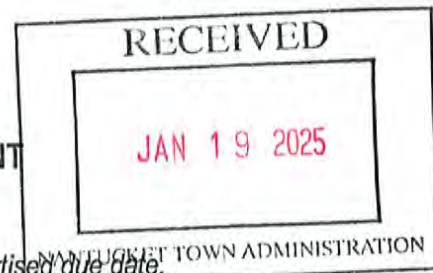
N/A

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

I was employed in the P.L.U.S. department. From November of 2021 until June of 2022.
My business, Faraway Sound Productions, does provide services to the town for ATM/STM.



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
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Name: Peter A. Morrison **Home Phone:** (310) 266-9580

Mailing Address: 3 Eat Fire Springs Rd., Nantucket, MA 02554 **Alternate Phone:** _____

Email Address: petermorrison@me.com **Date Submitted:** Jan. 18, 2025

REQUESTING APPOINTMENT TO: Scholarship Committee

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? No
- Why are you interested in this committee/board/commission? My experience evaluating scholarship applicants
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes

Although I have never attended a meeting of the Scholarship Committee, I have served since about 2005 on various other Town committees. Currently, I serve on the Town's Visitors Services Advisory Committee.

As a Board Member of the Nantucket Shellfish Association, I have evaluated students' applications for NSA's annual scholarship awards for about 10 years. Furthermore, I have past experience teaching college undergraduates. I believe my experience (especially evaluating Nantucket student applicants) would be an asset to the Scholarship Committee's deliberations.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission? See paragraph above.
- What would you hope to accomplish on the committee/board/commission?

I'd pursue a process whereby each committee member offers one's own perspectives on each applicant; then weighs the perspectives of every committee member, aimed at reaching a collective consensus.

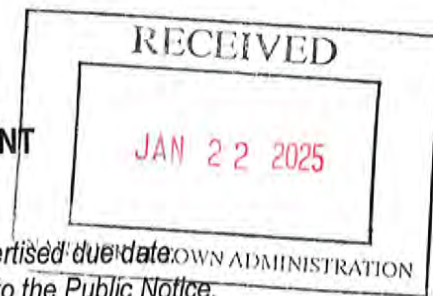
Based upon my own prior experience evaluating Nantucket student applicants, a collective consensus usually is attainable by following this procedure.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
I am a member of the Nantucket Shellfish Association's Board of Directors. I continue to serve on the Nantucket Civic League's Executive Board (having recently stepped down as NCL Co-President).
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
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Name: Alexis M. Sturgis - "Lexi" **Home Phone:** 774-364-5474

Mailing Address: 7 Wamasquid Place, Nantucket MA 02554 &
15 Barbara Ave, Auburn MA 01501 **Alternate Phone:** N/A

Email Address: lexi.sturgis@gmail.com **Date Submitted:** 1/22/2025

REQUESTING APPOINTMENT TO: Scholarship Committee *Reasons for Committee Interest*

- Have you ever attended a meeting of the committee/board/commission? Yes
- Why are you interested in this committee/board/commission? To learn more about Nantucket
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Experience: Work alongside the Nantucket Sewer Department to help field-engineer and facilitate partial construction of the Sea St. Pump Station Sewer Force Main No. 3. from October 2023 - November 2024 while serving as the President of The National Association of Women in Construction, Greater Worcester Chapter 241

Skills: Communication & Problem-Solving

I hope to accomplish executing an idea into reality.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. None.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.



RECEIVED

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

JAN 27 2025

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Jeannie Critchley Home Phone: 508-367-9837

Mailing Address: P.O. Box 3129 02584 Alternate Phone: —

Email Address: jeannie777@gmail.com Date Submitted: 1/22/25

REQUESTING APPOINTMENT TO: Town of Nantucket Scholarship Committee

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I am aware of the benefit to the school community that this board provides. As a retired person I now have the flexibility to participate in meetings and small group work.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I taught in the NPS from 1988-2021 in grades 3-5. This has given me experience in knowing what academic goals and difficulties face our students.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

There are none.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

I am a retired public school teacher, a town employee.



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

JAN 16 2025

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Peter W. Lisi

Home Phone: 860.712.9390

Mailing

Address: 12 Chelsea Lane, West Hartford, CT 06119

Alternate Phone: _____

Email Address: Pwlisi@aol.com

Date Submitted: 01/16/25

REQUESTING APPOINTMENT TO: Zoning Board of Appeals, Alternate

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

My interest in serving on this Board lies in my deep and sincere affection for the community of Nantucket. My wife and I have been coming to Nantucket for 30+ years, and have been homeowners since 2013. Although I have not attended a Nantucket ZBA meeting, I have been, and remain, involved with several organizations serving the public interest in my local community and at the state-wide level. These organizations include serving as Chair of the Board of an independent schools, the West Hartford Chamber of Commerce, a CT State financing authority, and a state scholarship board. I am wholly committed to "giving back" to a community and look forward to doing so at a place that is very special to my family: Nantucket. I am a retiree and would not have difficulty committing to a meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

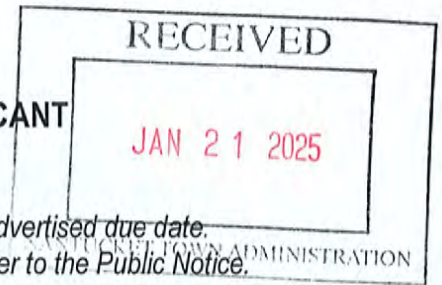
My experience and skills are broad-based, and include the review of capital projects, financing, economic development, and the need for building public trust. If selected, I would hope to maintain the trust and respect between the board and those impacted by its actions. Decisions regarding commercial are

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. My wife is a member of the Nantucket Garden Club.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
No



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Robert A Constable

Home Phone: (917) 584-9337

Mailing

Address: PO Box 996, Nantucket MA 02554

Alternate Phone: _____

Email Address: rac@redbirdventures.com

Date Submitted: 01/17/2025

REQUESTING APPOINTMENT TO: Zoning Board of Appeals

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? **NO.**
- Why are you interested in this committee/board/commission? **I AM A 3RD GENERATION PART-TIME RESIDENT AND AS OF MID-2024 A FULL-TIME RESIDENT. MY BACKGROUND IN REAL ESTATE (SEE BELOW) HAS INSTILLED AN INTEREST IN PROPERTY RIGHTS, DEVELOPMENT, PRESERVATION AND THE EQUAL AN FAIR APPLICATION OF CIVIC REGULATION, BALANCING THE INTERESTS OF BOTH PROPERTY OWNERS, THE TOWN, AND THE COMMUNITY AT LARGE.**
- Are you prepared to commit to the meeting schedule of the committee/board/commission? **YES**

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission? **I HAVE SPENT OVER 40 YEARS IN COMMERCIAL REAL ESTATE, BASED IN NEW YORK CITY BUT TRANSACTING NATIONALLY AND INTERNATIONALLY. I HAVE EXECUTED COMPLEX REAL ESTATE TRANSACTIONS TOTALING IN THE BILLIONS IN VALUE, NATIONALLY AND INTERNATIONALLY ON BEHALF FORTUNE 500 CORPORATIONS. MANY OF THESE HAVE INVOLVED INTERACTIONS INVOLVING LOCAL PLANNING, ZONING, TRANSPORTATION AND OTHER REGULATORY ISSUES.**
- What would you hope to accomplish on the committee/board/commission? **I CAN ADD PERSPECTIVE, JUDGEMENT AND EXPERIENCE TO THE BOARD'S REVIEW PROCESSES.**

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. **I AM A FORMER COMMODORE OF THE NANTUCKET YACHT CLUB AND REMAIN A NON-VOTING MEMBER OF IT'S BOARD OF GOVERNORS. I AM CURRENTLY WORKING WITH NANTUCKET COMMUNITY SAILING ON VARIOUS MATTERS. MY WIFE IS THE EXECUTIVE DIRECTOR OF SUSTAINABLE NANTUCKET.**

Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? **NO.**

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.

**Select Board
African Meeting House
Investigation Procurement Workgroup
Appointments Timeline
*As of 2/6/2025***

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 6 – 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.

New DPW Facility and NHA Shooting and Archery Range Info Session



THURSDAY, MARCH 6

5:30 PM

Community Room, 4 Fairgrounds Rd (PSF)

Remote: Zoom or live on YouTube.



WWW.NANTUCKET-MA.GOV
/NEWDPW

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
February 19, 2025

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Agreements						
Grant Agreement	Fire	Commonwealth of Massachusetts - Department of Fire Services	(\$19,000)	Funding for firefighter safety equipment	N/A	Feb 19, 2025 - Jun 30, 2025
Grant Agreement	Public Works	Massachusetts Department of Environmental Protection	(\$6,000)	Funding to support the Town's Take It or Leave It (TIOLI) facility	N/A	Mar 15, 2025 - Jun 30, 2025
Contractual Services						
Professional Services Agreement	Culture & Tourism	Pyrotecnico Fireworks, Inc.	\$222,500	Annual Fourth of July Fireworks Displays scheduled for July 4 each year (weather dependent)	Visitor Services - Fireworks	Feb 19, 2025 - July 31, 2027
Residential Lease	Housing	Residences at Sherburne Commons, Inc.	\$40,980	Apt 236 Sherburne Commons lease renewal for Town employees	Housing Budget	May 1, 2025 - Apr 30, 2026
Professional Services Agreement	Our Island Home	Citrin Cooperman Advisors, LLC	\$105,000	Nursing home cost reporting for Medicare & Medicaid	OIH Budget - Professional Services	Apr 1, 2025 - Mar 31, 2028
Professional Services Agreement	Public Works	Door Systems, Inc. d/b/a Door Systems Worcester	\$24,958.72	Replacement of overhead garage doors at Building A at Department of Public Works	Public Works - Repair & Maintenance: Building	Feb 19, 2025 - Aug 31, 2025
Contract Amendment	Public Works	Sanborn Head & Associates, Inc.	Add \$44,600 to original contract amount of \$43,400 for amended amount of \$88,000	Additional engineering services to review operations to ensure Town compliance with MassDEP permits for solid waste facility	Solid Waste Budget - Professional Services	Nov 1, 2024 - Oct 31, 2027

Memorandum of Agreement (MOA) Amendment	Public Works/Transportation	Eastern Federal Lands Highway Division	Add \$366,800 to original MOA amount of \$2,438,200 for amended amount of \$2,805,000	Adding local matching funds for development, construction & future maintenance of Wauwinet Road multiuse path under the Federal Lands Access Program	Article 10 2019 ATM	April 12, 2023 - TBD
Professional Services Agreement	Town Administration/Sewer	PES Environmental & Engineering, Inc.	\$3,500	Phase I environmental site assessment of 77 Bartlett Rd.	Article 22 ATM 2024	Feb 20, 2025 - May 19, 2025
Lease Amendment	Town of Nantucket	Commonwealth of Mass Division of Capital Asset Management & Maintenance	(\$6,500)	Extension of lease for Town space to Sheriff's office (20 S Water St)	N/A	April 15, 2025 - April 14, 2026



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	02/19/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Request for acceptance of Grant of Easement for access and sidewalk public pedestrian travel on, over, under, across and along a walkway shown on the Easement Plan attached thereto located in front of 6 and 8 North Beach Street and previously consented to by the Select Board on September 11, 2024; and Grant of License Agreement for removal and construction of turn-off drop-off ingress and egress area where former sidewalk was located and shown on License Area Plan.

Executive Summary

The Brant RE LLC, a Massachusetts limited liability company is complying with a condition in their Major Commercial Development Planning Board Special Permit issued on February 14, 2022, which requirement subsequently triggered the need for an easement in favor of the Town for public access and pedestrian travel over the new sidewalk area and vehicle ingress for drop off/pick-up. In addition, Town Counsel advises a License Agreement for Construction purposes for the removal of the existing sidewalk area to create a turn-off area for drop off and pick up. Town Counsel is also including mortgagee assent and subordination to the Easement for the 3 mortgages that encumber the parcels and are cross-collateralized.

Staff Recommendation

To accept the easement with all attachments thereto and grant the License Agreement as proposed in form and content as reviewed by Town Counsel.

Background/Discussion

The Brant RE LLC (the "Brant") owns the property located at 4, 6 and 8 North Beach Street by virtue of Certificate of Title Nos 29218, 29219 and 29220 being Lots 10 and 11 on Land Court Plan 9545-F and Lot 4 on Land Court Plan 9545-D; which have now been combined as Lot 12 on Land Court Pplan 9545-G; The Brant was granted a Major Commercial Development (MCD) Special Permit (PLSP-2021-12-0159) by the Nantucket Planning Board on February 14, 2022, for a "guest house", of which condition #8 of the permit requires a "drop-off" area "bump-out" and re-route of existing pedestrian side-walk in front of 6 and 8 North Beach Street shown substantially in the plans attached to the Special Permit and subsequently in the Easement Plan attached hereto. The requirement triggered the need for an easement in favor of the Town for Public Access and the public to use the new sidewalk layout. A preliminary request and presentation was in front of the Select Board previously on June 5, 2024 and



again on September 11, 2024 in which the Board questions review by Traffic Safety, Historic District Commission and Nantucket Historical Commission and having all reviewed and made favorable recommendations, the Board voted to Consent to the condition. At that time it was determined the matter would be brought forward to a future meeting for acceptance. In Town Counsel, Vicki Marsh's review of the easement documentation and associated plan, she also recommended a License for the removal and construction of the new drop off area.

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

Board/Commission Recommendation

Planning Board, Historic District Commission, Traffic Safety Committee and Nantucket Historical Commission.

Public Outreach

Planning Board Hearings; Select Board June 5, 2024 and September 11, 2024

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

Master Plan (safety & traffic)

Attachments

Grant of Easement and Acceptance and plans, as well as 3 Mortgagee Assents attached thereto; License Agreement and License Area Plan attached thereto. Special Permit and new Land Court Plan 9545-G; GIS Map



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between THE BRANT RE, LLC, a Massachusetts limited liability company, with a mailing address of One Post Office Square, Suite 4100, Boston, Massachusetts 02109 ("Brant"), being the owner of 6 and 8 North Beach Street, and 4 Dolphin Court, Nantucket, Massachusetts by virtue of Certificates of Title Nos. 29218, 29219 and 29220 respectively, filed with the Nantucket Registry District of the Land Court ; and the TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"). Brant and the Town will together be referred to as the "Parties."

WHEREAS, Brant is the owner of the land and buildings thereon currently situated at 6 and 8 North Beach Street, and 4 Dolphin Court, Nantucket, Massachusetts 02554, shown as Lot 12 on Land Court Plan No. 9545-G (the "Brant Property"): by virtue of Certificate of Title Nos. 29218, 29219 and 29220; and

WHEREAS, the Town is the owner of the fee in North Beach Street and the sidewalk along the street, shown on the Easement Plan referenced below (the "Town Property");

WHEREAS, the Brant Property and the Town Property are shown on a certain easement plan entitled "Easement Exhibit in Nantucket, Mass., prepared for THE BRANT RE, LLC" dated March 25, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Easement"); and

WHEREAS, Brant intends to relocate and reconstruct a portion of the existing public pedestrian sidewalk to create a vehicular "drop-off" using existing and/or like-kind materials pursuant to the conditions of a Special Permit issued by the Nantucket Planning Board dated February 14, 2022 and filed with said Registry as Document No. 175881 (the "Permit");

WHEREAS, Brant agrees to grant a non-exclusive permanent access and sidewalk easement for the benefit of the Town over the designated two hundred forty-six (246.00±) square foot area along the southwesterly edge of North Beach Street, as shown more particularly on the Easement Plan;

WHEREAS, the Town agrees to grant a license to Brant over a portion of the sidewalk as shown on said Easement Plan as "Existing Sidewalk" for purposes of removal of the brick sidewalk within the license area to enable the construction of a vehicular "drop-off" pursuant to the terms and conditions in said Special Permit and the license agreement.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the agreements and covenants set forth herein, the Grantor and the Town agree as follows:

1. Brant hereby grants to the Town a perpetual non-exclusive easement to be used by the Town and public on, over, under, across and along a walkway shown on the Easement Plan on a portion of Brant's Property shown as "Proposed Access Easement 246± s. f. (the "Brant Easement Area") for purposes of public pedestrian access and utility maintenance.
2. Brant shall construct and install the relocated brick sidewalk to the satisfaction of the Town, and maintain and repair the Brant Easement Area in a manner that allows safe pedestrian access over the walkway, and which shall be free of all obstacles, trash and debris and cleared of all snow and ice as needed, all at its sole cost and expense.
3. The rights, easements and obligations hereunder shall run with Brant's Property and shall bind and inure to the benefit of the parties hereto and their successors and assigns.
4. Brant agrees not to grant any other easements, leases or license to the Brant Easement Area, which will interfere with the Town's perpetual easement on the Brant Easement Area without the prior written permission of the Town. Any easements, leases or license granted in violation of this provision shall be null and void.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURES ON FOLLOWING PAGE]

WITNESS my hand and seal this 13 day of February, 2025.

GRANTOR:

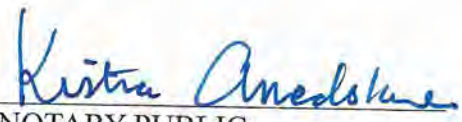
THE BRANT RE, LLC,
a Massachusetts limited liability company

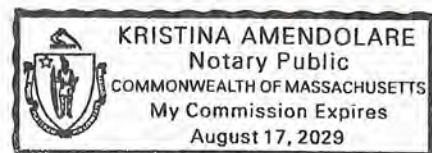
By: 
Brian R. Chaisson
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 13 day of February, 2025, before me, the undersigned Notary Public, personally appeared Brian R. Chaisson and proved to me through satisfactory evidence of identification, which was Brian R. Chaisson to be the person whose name is signed on the preceding or attached document and he acknowledged that he signed in his capacity as Manager of THE BRANT RE, LLC voluntarily for its stated purpose.


NOTARY PUBLIC
My Commission Expires: August 17, 2029



ACCEPTANCE OF EASEMENT BY
THE TOWN OF NANTUCKET

The Town of Nantucket, acting by and through its Select Board hereby accepts the foregoing Grant of Easement from THE BRANT RE, LLC, a Massachusetts limited liability company over the property now known as 4, 6 and 8 North Beach Street, Nantucket, MA 02554 on this ____ of _____, 2025 pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996

TOWN OF NANTUCKET
By: Its Select Board

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

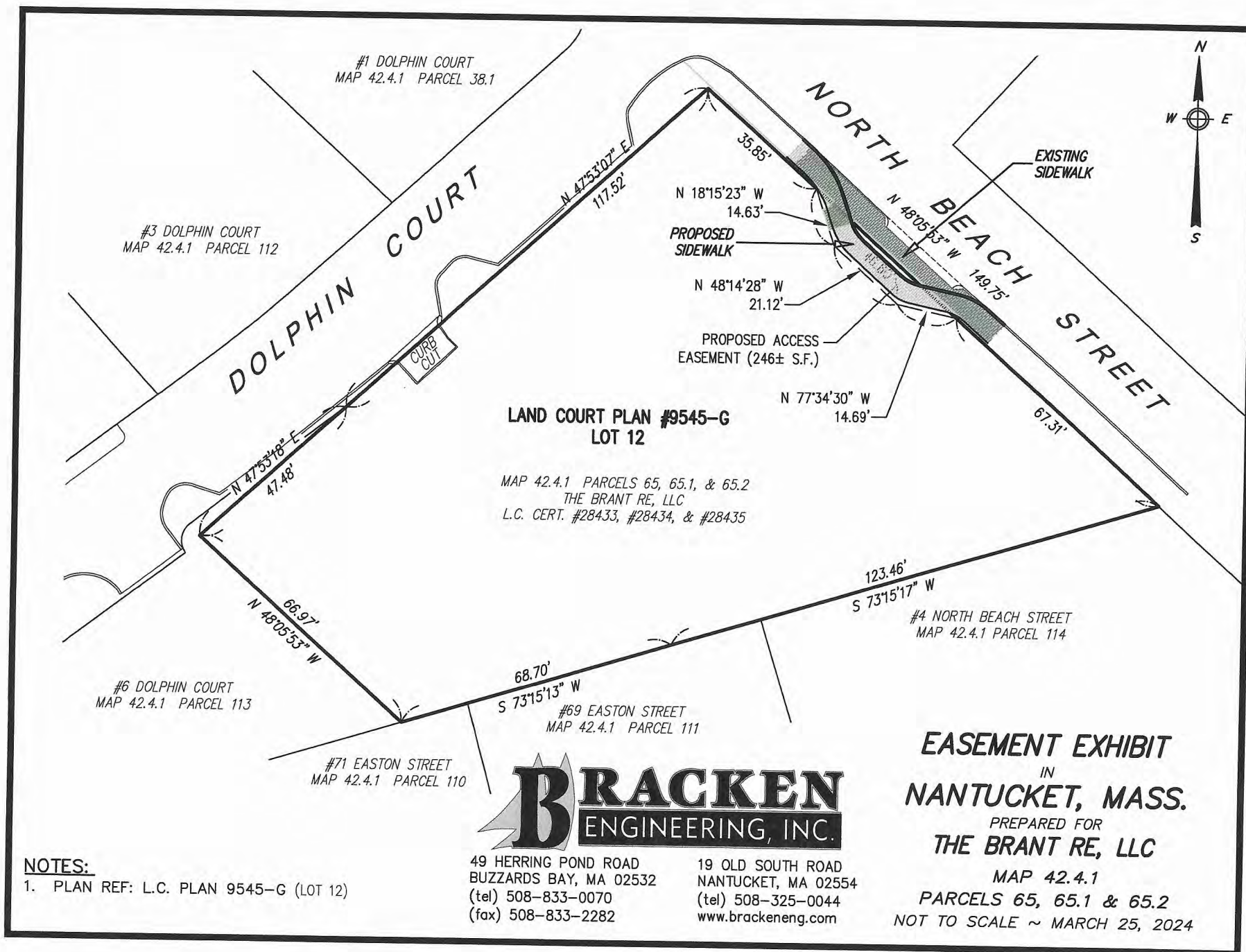
COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab and Dawn E. Hill Holdgate, and proved to me through satisfactory evidence of identification, which was Personal Knowledge to be the persons whose names are signed on the preceding or attached document and they acknowledge that they have signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A
EASEMENT PLAN



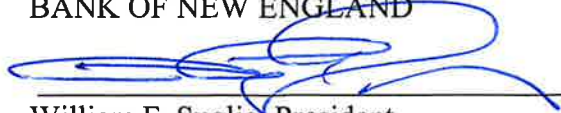
MORTGAGEE'S ASSENT

Bank of New England, an institutional lender, having its principal place of business at 31 Pelham Road, P.O. Box 29, Salem, New Hampshire 03079 (hereinafter the "Mortgagee" which term includes its successors and assigns) , being the holder of a Mortgage and Security Agreement and Financing Statement from THE BRANT RE, LLC, a Massachusetts limited liability company, having a mailing address of One Post Office Square, 35th Floor, Boston, Massachusetts 02109 (Hereinafter the "Borrower" which terms includes its successors and assigns), dated July 14, 2022, filed with the Nantucket Registry District of the Land court as Document No. 174756, as affected by the Assignment and Assumption Agreement and Amendment of Security Instruments, dated June 27, 2023, filed with said Registry District of the Land Court as Document No. 177303 noted on Certificate of Title No. 29220 (hereinafter the "Mortgage") for the property located at 6 North Beach Street, Nantucket, Massachusetts, shown as Lot 4 on Land Court Plan No. 9545-D, which is a portion of Lot 12 shown on Land Court Plan No. 9545-G (the "Borrower's Property"), hereby acknowledges that Borrower shall grant a perpetual sidewalk easement to the Town of Nantucket, a Massachusetts municipal corporation, having its offices at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts and the public for access over a portion of the Borrower's Property, shown as "Proposed Access Easement" containing 246 ± square feet, on a plan entitled "Easement Exhibit in Nantucket, Mass., prepared for THE BRANT RE, LLC, dated March 25, 2024, prepared by Bracken Engineering, Inc., a copy of which is attached to the Easement Agreement to the Town dated _____, 2025 and filed with said Registry District of the Land Court as Document No. _____.

The Mortgagee, as the holder of the Mortgage hereby confirms its assent to the grant of the perpetual sidewalk easement as described herein pursuant to the Easement Agreement, and acknowledges that the above-referenced Mortgage is subject to said Easement Agreement.

IN WITNESS WHEREOF the Bank of New England has caused this Mortgagee's Assent to be signed, acknowledged and delivered in its name and behalf by William F. Suglia, its duly authorized President on this 13th day of February, 2025.

BANK OF NEW ENGLAND



William F. Suglia, President

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 13th day of February, 2025, before me, the undersigned notary public, personally appeared William F. Suglia, President of Bank of New England, and proved to me through satisfactory evidence of identification, which was License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Bank of New England for its stated purpose.

Jillian I. Pageau

Notary Public
My commission expires: 4-6-27

963126NANT 19713/0001



MORTGAGEE'S ASSENT

Bank of New England, an institutional lender, having its principal place of business at 31 Pelham Road, P.O. Box 29, Salem, New Hampshire 03079 (hereinafter the “Mortgagee” which term includes its successors and assigns), being the holder of a Mortgage and Security Agreement and Financing Statement from THE BRANT RE, LLC, a Massachusetts limited liability company, having a mailing address of One Post Office Square, 35th Floor, Boston, Massachusetts 02109 (Hereinafter the “Borrower” which terms includes its successors and assigns), dated July 14, 2022, filed with the Nantucket Registry District of the Land Court as Document No. 174760, as affected by the Assignment and Assumption Agreement and Amendment of Security Instruments, dated June 27, 2023, filed with said Registry District of the Land Court as Document No. 177299 noted on Certificate of Title No. 29219 (hereinafter the “Mortgage”) for the property located at 8 North Beach Street, Nantucket, Massachusetts, shown as Lot 10 on Land Court Plan No. 9545-F, which is a portion of Lot 12 shown on Land Court Plan No. 9545-G (the “Borrower’s Property”), hereby acknowledges that Borrower shall grant a perpetual sidewalk easement to the Town of Nantucket, a Massachusetts municipal corporation, having its offices at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts and the public for access over a portion of the Borrower’s Property, shown as “Proposed Access Easement” containing 246 ± square feet, on a plan entitled “Easement Exhibit in Nantucket, Mass., prepared for THE BRANT RE, LLC, dated March 25, 2024, prepared by Bracken Engineering, Inc., a copy of which is attached to the Easement Agreement to the Town dated _____, 2025 and filed with said Registry District of the Land Court as Document No. _____.

The Mortgagee, as the holder of the Mortgage hereby confirms its assent to the grant of the perpetual sidewalk easement as described herein pursuant to the Easement Agreement, and acknowledges that the above-referenced Mortgage is subject to said Easement Agreement.

IN WITNESS WHEREOF the Bank of New England has caused this Mortgagee's Assent to be signed, acknowledged and delivered in its name and behalf by William F. Suglia, its duly authorized President on this 18th day of February, 2025.

BANK OF NEW ENGLAND



William F. Suglia, President

STATE OF NEW HAMPSHIRE

Rockingham County, ss.

On this 18th day of February, 2025, before me, the undersigned notary public, personally appeared William F. Suglia, President of Bank of New England, and proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Bank of New England for its stated purpose.



Heidi English

Notary Public

My commission expires: 9/29/26

963561NANT 19713/0001

MORTGAGEE'S ASSENT

Bank of New England, an institutional lender, having its principal place of business at 31 Pelham Road, P.O. Box 29, Salem, New Hampshire 03079 (hereinafter the “Mortgagee” which term includes its successors and assigns), being the holder of a Mortgage and Security Agreement and Financing Statement from THE BRANT RE, LLC, a Massachusetts limited liability company, having a mailing address of One Post Office Square, 35th Floor, Boston, Massachusetts 02109 (Hereinafter the “Borrower” which terms includes its successors and assigns), dated July 14, 2022, filed with the Nantucket Registry District of the Land Court as Document No. 174753, as affected by the Assignment and Assumption Agreement and Amendment of Security Instruments, dated June 27, 2023, filed with said Registry District of the Land Court as Document No. 177295 noted on Certificate of Title No. 29218 (hereinafter the “Mortgage”) for the property located at 4 Dolphin Court, Nantucket, Massachusetts, shown as Lot 11 on Land Court Plan No. 9545-F, which is a portion of Lot 12 shown on Land Court Plan No. 9545-G (the “Borrower’s Property”), hereby acknowledges that Borrower shall grant a perpetual sidewalk easement to the Town of Nantucket, a Massachusetts municipal corporation, having its offices at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts and the public for access over a portion of the Borrower’s Property, shown as “Proposed Access Easement” containing 246 ± square feet, on a plan entitled “Easement Exhibit in Nantucket, Mass., prepared for THE BRANT RE, LLC, dated March 25, 2024, prepared by Bracken Engineering, Inc., a copy of which is attached to the Easement Agreement to the Town dated _____, 2025 and filed with said Registry District of the Land Court as Document No. _____.

The Mortgagee, as the holder of the Mortgage hereby confirms its assent to the grant of the perpetual sidewalk easement as described herein pursuant to the Easement Agreement, and acknowledges that the above-referenced Mortgage is subject to said Easement Agreement.

IN WITNESS WHEREOF the Bank of New England has caused this Mortgagee's Assent to be signed, acknowledged and delivered in its name and behalf by William F. Suglia, its duly authorized President on this 18th day of February, 2025.

BANK OF NEW ENGLAND


William F. Suglia, President

STATE OF NEW HAMPSHIRE

Rockingham County, ss.

On this 18th day of February 2025, before me, the undersigned notary public, personally appeared William F. Suglia, President of Bank of New England, and proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Bank of New England for its stated purpose.



Heidi English
Notary Public
My commission expires: 9/29/26

963566NANT 19713/0001

LICENSE AGREEMENT

This License Agreement (this “License”) is entered into on this _____ day of _____, 2025, by and between the **TOWN OF NANTUCKET**(the “Town”), a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and **THE BRANT RE, LLC**, a Massachusetts limited liability company, having its address at One Post Office Square, Suite 4100, Boston, Massachusetts 02109 (“Licensee”).

WHEREAS, the Town is the owner of North Beach Street and the brick sidewalk along the side of North Beach Street (the “Town Property”) all as shown on a plan of land entitled “License Exhibit in Nantucket, Mass., Prepared for THE BRANT RE, LLC,” dated February 11, 2025, prepared by Bracken Engineering, Inc.(the “Plan”) attached hereto as Exhibit A;

WHEREAS, Licensee is the owner of the land and the buildings located at 6 and 8 North Beach Street, and 4 Dolphin Court, Nantucket, shown as Lot 12 on Land Court Plan No. 9545-G, by virtue of the Certificates of Title Nos. 29218, 29219 and 29220 (“Licensee’s Property”);

WHEREAS, the Licensee is making certain improvements to Licensee’s Property and has been granted a Special Permit by the Town of Nantucket Planning Bord dated February 14, 2022, filed with said Registry as Document No. 175881 for said improvements;

WHEREAS, Licensee intends to construct a vehicular “drop-off” off North Beach Street which shall require the relocation and reconstruction of a portion of the public brick sidewalk over a portion of Licensee’s Property;

WHEREAS, the Licensee, at its cost and expense, is planning to remove a portion of the Town’s brick sidewalk as shown on the Plan as “Proposed License Area” (the “License Area”) containing 260± square feet to facilitate public pedestrian access and to restore the License Area to the same condition of the roadway for the creation of the drop-off area, and has requested the Town’s permission to use the License Area for these purposes pursuant to this License Agreement and to the terms and conditions of the Special Permit:

WHEREAS, the Town is willing to grant permission to the Licensee to use the License Area for the removal of the brick walkway and restoration of the License Area to the condition of the roadway to the satisfaction of the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. **USE, PURPOSE.** The Town hereby grants Licensee and its employees, contractors, subcontractors and agents (the “Licensee Parties”) the right to enter upon the License Area for the sole purposes of the removal of the portion of the Town’s brick sidewalk in the License Area and the restoration of the License Area to the condition of the North Beach Street roadway, at its sole cost and expense. This License is also granted subject to and together with the Licensee’s grant of a perpetual easement to the Town and the public for pedestrian access over the newly relocated brick sidewalk. Upon completion

of the removal of the brick sidewalk and the construction and installation of the sidewalk, the Licensee shall restore the License Area to the condition of the North Beach Street roadway to the satisfaction of the Town. Licensee shall also restore and repair any damage to the Town's Property to its original condition as reasonably practicable, including those portions of Town's Property outside of the License Area.

Licensee shall comply with, and shall cause all work performed under this License to comply with all federal, state and local laws, regulations, ordinances and by-laws, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the activities permitted hereunder at its sole cost and expense.

Licensee agrees to use materials for the relocated sidewalk and the roadway improvements in the roadway approved by the Town.

Licensee accepts the License Area in its "AS IS" condition, with no liability on the part of the Town for any condition or defect or title in the License Area, whether or not known to the Town or any representative of the Town. The terms of this paragraph shall survive the termination of this License and Licensee acknowledges that the Town shall have no obligation to perform any work to make License Area suitable for the Licensee's use, and that Licensee shall use the License Area at its sole risk.

2. TERM. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of this License and shall continue for a term of (60) days unless sooner revoked or terminated in accordance with this License (the "Term").

3. TOWN APPROVAL Licensee shall not construct, install or place any temporary or permanent structures or objects or undertake any grading within the License Area without the Town's prior written consent, which shall not be unreasonably withheld. Licensee shall provide the Town with plans and specifications showing any proposed alterations to be made to the License Area and to the relocated sidewalk, including any grading plans, at least thirty (30) days prior to undertaking any work within the License Area, and obtain the Town's prior written consent to the same.

4. INDEMNIFICATION. Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the "Town Parties") harmless from and against any and all claims, demands, losses, costs, damages, causes of action or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorneys' fees and expenses, demands, judgments of any nature whatsoever, which may be imposed upon, incurred by or asserted against the Town or its Town Parties by reason of (a) any failure on the part of the Licensee and its Licensee Parties to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Parties under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Town relating in any way, to the Licensee's exercise of its rights under this License; (c) the discharge, release or threatened release and the use, storage or disposition at or from the License Area of oil or hazardous materials as defined under federal, state or local law which is caused by Licensee and Licensee Parties under this License; and (d) failure on the part of the Licensee or any of the Licensee Parties to comply with applicable laws, rules, regulations and/or by-laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify the Town to the

extent that the foregoing liabilities are caused directly by the gross negligence or willful misconduct of the Town or its Town Parties. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

5. LIENS AND ENCUMBRANCES. Licensee shall not permit any mechanic's liens or similar liens to remain upon the License Area for labor and materials furnished to Licensee in connection with any work performed at the direction of the Licensee or any of Licensee Parties and shall cause any such lien to be released of record without cost to the Town within thirty (30) days of the filing of the lien. The Town shall not be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the License Area or any part thereof.

6. TERMINATION. This License may be terminated by either party upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice. At the expiration of the Term of this License or its prior termination, Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Premises at its sole expense. The grading of the License Area shall remain in the condition it was placed by Licensee pursuant to the terms of this License.

7. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

8. INSURANCE. The Licensee shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Town pursuant to insurance coverage on the License Area held by the Licensee; General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$3,000,000.00 per occurrence and Property Damage Liability or a combined single limit of \$3,000,000.00 annual aggregate limit. Prior to entering upon the License Area, and thereafter on or before January 1 off each year of the term of this License, Licensee shall provide the Town with a certificate of insurance in each case naming the Town as an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancellation of the policy to the Town. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the License Area as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the License Area the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of \$1,000,000.00 combined single limit and shall name the Town as an additional insured party. Prior to any construction or site work in the License Area performed by the Licensee or any contractor on behalf of the Licensee, Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

9. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the Easement Area, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(f) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(g) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

(h) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

(i) This License is to take effect as a sealed instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2025.

LICENSOR:
TOWN OF NANTUCKET,
By its Select Board

LICENSEE: THE BRANT RE, LLC



Brian R. Chaisson, its Manager

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

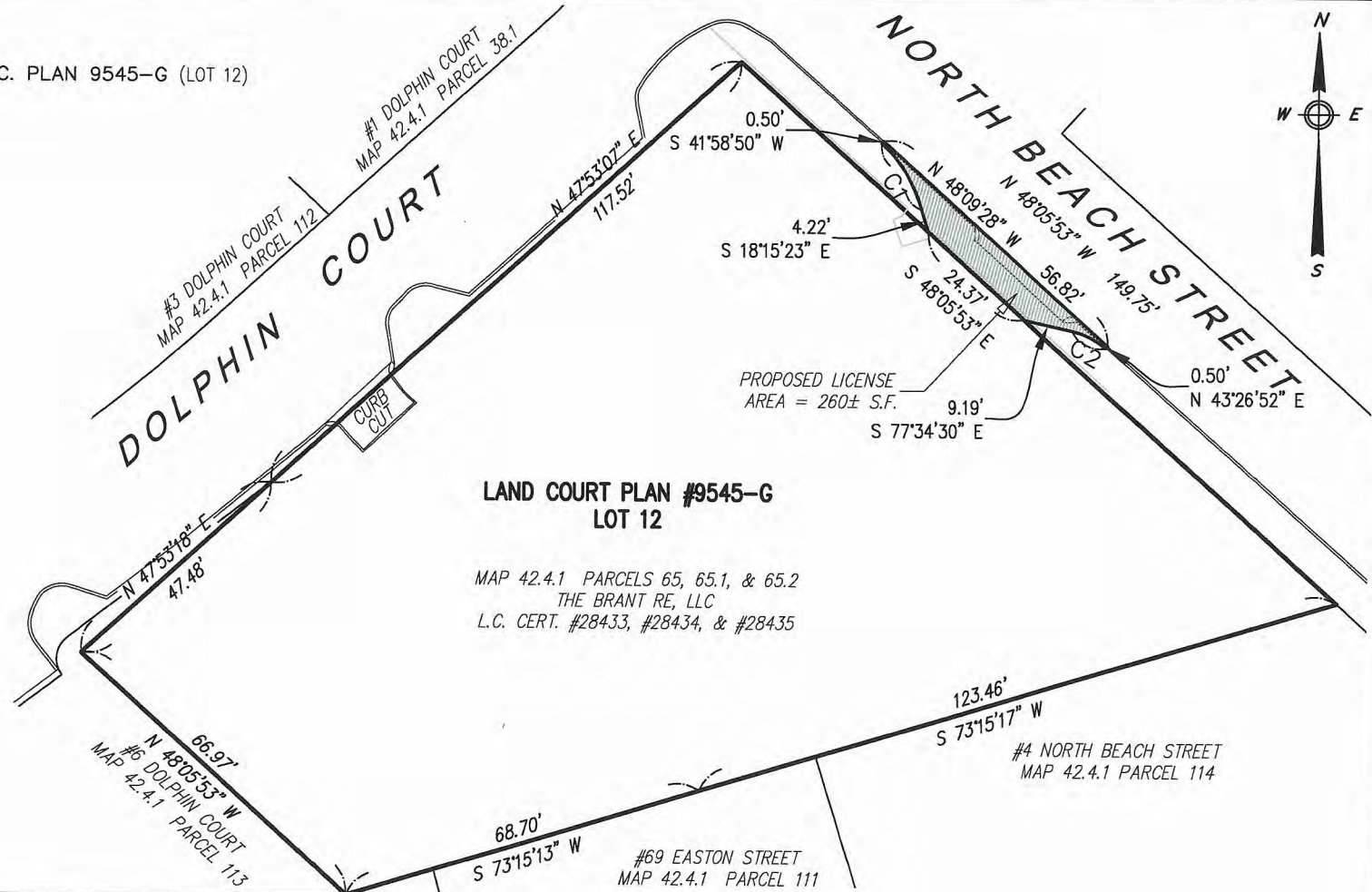
Dawn E. Hill Holdgate

Exhibit A

Plan

NOTES:

1. PLAN REF: L.C. PLAN 9545-G (LOT 12)



Curve Table

Curve #	Radius	Length	Chord
C1	25.32'	14.75'	S 31°09'05" E 14.54'
C2	14.50'	7.19'	S 63°22'00" E 7.12'



49 HERRING POND ROAD
BUZZARDS BAY, MA 02532
(tel) 508-833-0070
(fax) 508-833-2282

19 OLD SOUTH ROAD
NANTUCKET, MA 02554
(tel) 508-325-0044
www.brackeneng.com

**LICENSE EXHIBIT
IN
NANTUCKET, MASS.**

PREPARED FOR
THE BRANT RE, LLC

MAP 42.4.1

PARCELS 65, 65.1 & 65.2

NOT TO SCALE ~ FEBRUARY 11, 2025



Cert: 28433 Doc: SP
Registered: 11/29/2022 11:28 AM



2022 OCT 28 PM 12:52

NANTUCKET
TOWN CLERK

Nantucket Planning Board

APPROVAL OF A SPECIAL PERMIT FOR A MAJOR COMMERCIAL DEVELOPMENT "MCD" Planning Board File #PLSP-2021-12-0159

"The Brant"

Applicants/Owners:
BPC 6 North Beach Street, LLC
8 North Beach Street, LLC
BPC 4 Dolphin Court, LLC

6 North Beach Street, 8 North Beach Street, 4 Dolphin Court
Nantucket Tax Assessors Map 42.4.2, Parcels 65, 65.1, & 65.2
Commercial Neighborhood ("CN") zoning district

Lot 4, Land Court Plan 9545-D
Certificate # 28433
Lot 10, Land Court Plan 9545-F
Certificate #28435
Lot 11, Land Court Plan 9545-F
Certificate #28434
Nantucket Registry District of Land Court

February 14, 2022

Proposal and Description of Project

The Nantucket Planning Board held public hearings on January 10, 2022, February 14, 2022, and October 13, 2022 to consider the application of BPC 6 North Beach Street, LLC, 8 North Beach Street, LLC, and BPC 4 Dolphin Court, LLC (the "Applicants") for a Major Commercial Development ("MCD") Special Permit pursuant to Sections 139-11 ("Major Commercial Development") and 139-30 ("Special Permit") of the Nantucket Zoning Bylaw for a guesthouse. Additionally, the Applicant is proposing waivers for Inclusionary Housing, On-Site Parking, and Site Plan Review.

The Applicants propose to alter and extend two existing guest houses located at 6 and 8 North Beach Street, convert an existing single-family home at 4 Dolphin Court into a guest house, and construct a new ancillary guesthouse, cabana and swimming pool. While "guesthouse" is a use allowed by right in the Commercial Neighborhood zoning district, pursuant to Section 139-11, a Major Commercial Development is required when 6 North Beach Street, LLC/8 North Beach Street, LLC/ 4 Dolphin Court, LLC – Major Commercial Development "MCD" Special Permit – 6 N Beach Street, 8 N Beach Street, and 4 Dolphin Court

M

the guesthouse units exceeded ten (10) and/or when the interior space related to the commercial use exceeds 4,000 sq ft. As proposed, there will be a total of twenty-nine (29) guest rooms between the three lots and four structures.

Pursuant to Section 139-18, a total of eighteen (18) off street parking spaces are required. The Applicant proposes to provide two (2) onsite parking spaces. A full-service shuttle will be provided for all guests as well as accommodation for a handicap vehicle. Additionally, bike racks will be provided on-site, employees will be prohibited from parking on-site, and NRTA passes will be available to all guests and employees.

The existing guesthouse at 6 North Beach Street contains eight (8) guestrooms. The Applicant proposes to reconfigure the guesthouse to contain six (6) guest rooms and two (2) staff rooms. There will be no structural changes to the existing structure at 6 North Beach Street.

The existing guesthouse at 8 North Beach Street contains eleven (11) guest rooms. The Applicant proposes a conforming addition on the southerly side of the existing structure and to reconfigure the layout to reduce to ten (10) guest rooms.

The existing five (5) bedroom single family dwelling at 4 Dolphin Court will be converted to a guesthouse. The Applicant proposes a conforming addition to the southerly side of the structure and to reconfigure the structure to include eight (8) guest rooms.

Additionally, the Applicant is proposing to construct a new structure that will contain two (2) guest room suites as well as a guest services area. Other improvements include a 9' x 16' swimming pool, hardscaping, walkways, various decking, and a specified trash depository area. The existing driveway access from North Beach Street will be converted to a pedestrian walkway and a vehicular access from Dolphin Court will be utilized.

Basis of the Findings

A public hearing was held on January 10, 2022, continued to February 14, 2022 and then re-opened and heard on October 13, 2022 at which time the Planning Board heard testimony from the Applicant. The Planning Board based their decision on the following documents:

- An Application for a Special Permit, filed with the Town Clerk on November 17, 2021;
- A report prepared by Pesce Engineering & Associates, Inc. dated February 11, 2021;
- Plan entitled, "Layout and Zoning Plan Site Development of 'The Brant' in Nantucket, Massachusetts," prepared by Bracken Engineering, Inc. for Brant Point Club, LLC on November 15, 2021 and revised on September 29, 2022 and attached hereto as "Exhibit A";
- A "Construction Management Plan" prepared by Main Street Development and attached hereto as "Exhibit B";
- A "Guest House Management Plan" prepared by Bergmeyer on November 22, 2021 and attached hereto as "Exhibit C";
- A landscape plan entitled "Landscape Study" prepared for The Brant Club by Halvorson, Tighe, and Bond Studio on February 2, 2022;
- Staff Report dated January 7, 2022;
- Staff Report dated February 11, 2022;
- Staff Report dated October 12, 2022
- Representation and testimony received in connection with the public hearings held January 10, 2022 February 14, 2022 and October 13, 2022,
- Other assorted documents and plans on file with the Planning Board.

The Planning Board closed the public hearing on February 14, 2022. The Applicant requested and the Planning Board re-opened the public hearing on October 13, 2022 and then closed the public hearing on

6 North Beach Street, LLC/8 North Beach Street, LLC/ 4 Dolphin Court, LLC – Major Commercial Development
"MCD" Special Permit – 6 N Beach Street, 8 N Beach Street, and 4 Dolphin Court

October 13, 2022. Minutes from the January 10, 2022 and February 14, 2022 and October 13, 2022 Planning Board meetings are on file with Planning and Land Use Services.

Findings

At the February 14, 2022 and October 13, 2022 public hearings, the Planning Board found that the proposed Major Commercial Development, as amended, is in harmony with the purposes and intent of the Zoning Bylaw and meets the intent of the MCD Guidelines as amended through July 29, 2002 and adopted by the Planning Board, as the site has historically functioned as a guest house. Additionally, the Board found that a waiver of the off-street parking requirements is consistent with other Special Permits granted for Transient Residential Facilities located within proximity to the Commercial Downtown District, the Applicant's proposed site changes and marketing plan encourage pedestrian, bicycle, and public transit travel as alternate means of transportation.

Decision

Based on the foregoing proposal, findings, and the above referenced documents, the Nantucket Planning Board hereby APPROVES this application as proposed and GRANTS the above Major Commercial Development Special Permit. The Planning Board's approval is conditioned upon compliance with the "Proposal and Description of Project" and "Findings" as set forth in this Decision, and as shown in the Site Plan referenced herein. The Board grants the following waivers and sets forth the following condition:

- 139-11H

Inclusionary Housing

Waiver GRANTED – The Planning Board has discretion whether on-site employee housing is required. Due to the scale of the project and through the issuance of NRTA passes, the Board found that inclusionary housing shall not be required.

- 139-18

On-Site Parking

Waiver GRANTED – The waiving of on-site parking requirements is consistent with other Special Permits granted to Transient Residential Facilities within close proximity of the Commercial Downtown District.

- 139-23B(2)(a)

Site Plan Review – Storm Drainage

Waiver DENIED – Due to the location of the site within a flood prone area.

- 139-23B(2)(b)

Site Plan Review – Traffic Study

Waiver GRANTED – Due to the size and scale of the proposal.

- 139-23F(11)

Site Plan Review – Installation of Underground Utilities

Waiver GRANTED – Three (3) buildings are existing and utilize the existing infrastructure.

- 1) That there shall be no exterior construction between July 1-September 15;
- 2) Alcohol and food service beyond a continental style breakfast/coffee/snacks for guests

6 North Beach Street, LLC/8 North Beach Street, LLC/ 4 Dolphin Court, LLC – Major Commercial Development
"MCD" Special Permit – 6 N Beach Street, 8 N Beach Street, and 4 Dolphin Court

- shall be pursuant to license(s) issued by the appropriate licensing authorities;
- 3) NRTA passes shall be made available to all employees and guests;
 - 4) Bike racks shall be installed on the property and shown on the plan prior to endorsement;
 - 5) Promotional materials shall advertise the property with a North Beach Street address only shall include information discouraging guests from bringing their vehicles and shall include information regarding alternate transportation options;
 - 6) That the Applicant will comply with all terms outline in the Construction Management Plan (attached hereto as "Exhibit B"); and
 - 7) That the Applicant will comply with all terms outlined in the Hotel Management Plan (attached hereto as "Exhibit C").
 - 8) The Applicant shall install, construct, maintain and operate the improvements shown on the plan captioned "Proposed Drop-off Exhibit" dated April 29, 2022 by Bracken Engineering as incorporated on the "REVISED Site Development of 'The Brant' in Nantucket, Massachusetts," revised by Bracken Engineering, Inc. for Brant Point Club, LLC on September 29, 2022 (attached hereto as "Exhibit A");
 - 7) That the Applicant will comply with all terms outline in the Construction Management Plan (attached hereto as "Exhibit B"); and
 - 8) That the Applicant will comply with all terms outlined in the Hotel Management Plan (attached hereto as "Exhibit C").
 - 9) Parking on the premises shall be limited to three, (3) on-site parking spaces with one, (1) space designated and reserved as an accessible space for qualified individuals' use.
 - 10) Vehicular access to the property shall be limited to the existing curb-cut located on Dolphin Court, which access shall be secured by a gate; with gate opening access limited to employees, managers, emergency personnel, trash collectors and those persons entitled to use the accessible parking space.
 - 11) Use of Dolphin Court for vehicular access shall be limited to the following; managers and employees utilizing either of the two, (2) company vehicles, trash collectors, emergency vehicles, and vehicles utilizing the accessible parking space.
 - 12) Except in cases of emergency, between the hours of 8:00 am and 5:00 pm utility providers, and contractors servicing utilities, buildings, mechanical systems and the pool facilities and requiring physical access to the premises in order to perform the service shall be permitted.
 - 13) No vehicles for suppliers, cleaners, laundry services, caterers, package delivery services such as Amazon, Fed Ex, the US Postal Service or UPS, food or other delivery services, or taxis, Ubers or other transportation vehicles shall be permitted to access the premises from Dolphin Court.
 - 14) All trash receptacles shall be located in a secure screened area on the premises and shall not be visible from Dolphin Court; all trash shall be contained within trash receptacles and not placed on the ground.

SIGNATURE PAGE TO FOLLOW

Record of Vote:

On October 13, 2022, the Planning Board voted 5-0 to **APPROVE** the request for a Major Commercial Development "MCD" Special Permit and voted 5-0 to **ENDORSE** this decision.

John Trudel, III APPROVE

David Iverson APPROVE

Frederick McClure APPROVE

Nathaniel Lowell APPROVE

Barry Rector APPROVE

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

October 28, 2022

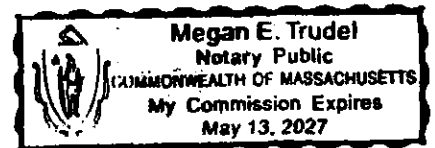
On the 28th day of October, 2022, before me, the undersigned notary public,

personally appeared Barry Rector, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

Megan Trudel
Megan Trudel, Notary Public

My Commission Expires: May 13, 2027

ATTEST: TRUE COPY



Nancy J. Holmes

NANTUCKET TOWN & COUNTY CLERK
6 North Beach Street, LLC/4 Dolphin Court, LLC/4 Dolphin Court, LLC/4 Dolphin Court, LLC/4 Dolphin Court
"The Brant" - Major Commercial Development "MCD" Special Permit

I CERTIFY THAT 20 DAYS HAVE ELAPSED AFTER THE DECISION WAS FILED IN THE OFFICE OF THE TOWN CLERK, AND THAT NO APPEAL HAS BEEN FILED PURSUANT TO GENERAL LAWS 40A, SECTION 11

Nancy J. Holmes
TOWN CLERK
NOV 29 2022

“EXHIBIT A”

**STAMPED FOR
IMAGE CAPTURE**

**STAMPED FOR
IMAGE CAPTURE**

“EXHIBIT B”

**STAMPED FOR
IMAGE CAPTURE**

**STAMPED FOR
IMAGE CAPTURE**



Main Street Development

4 Dolphin Court

Nantucket, MA 02554

Project: The Brant

Addresses: 6 N Beach Street, 8 N Beach Street, 4 Dolphin Court, Nantucket, MA 02554

Construction Management Plan

1. **Site Security**
 - a. Two motion sensor cameras will be maintained. Cameras will be positioned for full lot coverage. (Exhibit A – Site Plan).
 - b. A temporary construction gate will be maintained for the duration of the project located on N Beach Street between 6 N Beach Street and 8 N Beach Street. A second construction gate will be maintained at the entrance off Dolphin Court. (Exhibit A – Site Plan).
2. **Rubbish Removal**
 - a. All construction debris will be placed in on-site dumpsters and emptied once full and returned until the completion of the project. Dumpsters to be located within the construction area. (Exhibit A – Site Plan).
3. **Temporary Restrooms**
 - a. Temporary restrooms will be located on the north side of the property in the front area of 4 Dolphin Court. (Exhibit A – Site Plan).
4. **Temporary Power**
 - a. Temporary power will be provided at the three existing buildings. 6 N Beach St, 8 N Beach St, 4 Dolphin Court. (Exhibit A – Site Plan).
5. **Sidewalk and Road Closing Permits**
 - a. Road closings and full sidewalk closings will be obtained on as needed basis.
6. **Erosion Control**
 - a. Main Street Development to install Silt Sack at N Beach Street and Dolphin Court drainage basins in compliance with Bracken Engineering Proposed Site Plan. (Exhibit A – Site Plan).
7. **Fire Suppression**
 - a. Fire Suppression Water Supply will be brought in from N Beach Street.
8. **Domestic Water Supply**
 - a. Domestic Water Supply will be brought in from N Beach Street.



9. Sewer
 - a. Sewer Entry will be brought in from N Beach Street.
10. Power
 - a. National Grid Power will be brought in from N Beach Street.
11. Phone & Cable
 - a. Phone & Cable will be brought in from N Beach Street.
12. Project Timeline
 - a. November 2021 through May 2022.
 - b. January 2023 through May 2023.
13. Exterior Hours of Operation
 - a. Exterior construction will be restricted to Monday through Saturday from 7:30AM until 6:00PM. All exterior construction will stop at 12:00PM the Thursday before Daffodil Weekend, Memorial Day Weekend and Christmas Stroll Weekend.
14. Interior Hours of Operation
 - a. Interior construction will be restricted to Monday through Saturday from 7:30AM until 6:00PM and will be in conformance with all local noise ordinances. All windows will be closed with no exterior music.
15. Contractor and Subcontractor Parking
 - a. All parking will be within construction area. Truck pooling and ride sharing will be encouraged. Deliveries will be made with the utmost efficiency and in the early morning as not to interrupt traffic patterns.
16. Major Subcontractor operations affecting sidewalk and road access will be handled on a case-by-case basis.
17. All changes and updates to the Construction Schedule will be noted and reported to the Nantucket Building Department, Nantucket Police Department, Nantucket Fire Department, and the offices of PLUS and Town Administrator.

“EXHIBIT C”

**STAMPED FOR
IMAGE CAPTURE**

**STAMPED FOR
IMAGE CAPTURE**

**BOS**

51 Sleeper St.
6th Floor
Boston, MA 02210
617.542.1025

LA

800 South Figueroa St.
Suite 1080
Los Angeles, CA 90017
213.337.1090

November 22, 2021

Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

**Guest House Management Plan for Proposed Guest House at
4 Dolphin Court, 6 North Beach Street, 8 North Beach Street**

1. The Guest House (as used herein, the term "Guest House" shall include 4 Dolphin Court, 6 North Beach Street, 8 North Beach Street, and proposed New Accessory Structure) shall conform at all times with the conditions imposed by the Nantucket Planning Board in the MCD Special Permit, as the same may be modified and amended from time to time, and all other applicable local, state, and federal laws, bylaws, rules, and regulations.
2. There shall be a maximum of 12 employees on shift at peak times including, General Manager, Front Desk, Housekeeping, Engineering and Food & Beverage service staff.
3. The Guest House is to be managed by SALT Hotels. A General Manager, to be named in the future, will be employed by the Guest House and on location in Nantucket during normal Guest House operation upon project completion and will serve as a point of contact for all concerned third parties. The name and mobile phone number that may be used to reach this employee shall be provided to all direct abutters of the Guest House, the Nantucket Police Department, the Nantucket Building Department, and the Planning Board. Any updates to this information will be promptly relayed to all listed parties. This information will be available at the Guest House during normal business hours.
4. The Guest House will record and maintain an archive of all complaints received and of the subsequent responses and actions taken by the Guest House to address the issues raised by such complaints.
5. All exterior lighting shall comply with Nantucket Zoning Bylaws and will be installed so that no fixtures will be directed towards abutting properties.
6. The Guest House will maintain a satisfactory level of neatness and cleanliness at all times. Laundry will be done on-site, continuing the practices of the former land owner's previous on-site guest house. In any unanticipated event in the future when laundry must be done off site then pick-up and drop-off of such laundry will be done once a day only and will take place in the proposed onsite parking area.
7. Waste and recycling will be stored in receptacle bins on-site in an area not visible to any abutters and will be screened by architectural elements and landscape plantings, pending HDC approval of such elements. Waste and recycling removal will be commercially service and picked up at regular intervals.

8. Any loud waste and/or recycling items, specifically glass bottles and similarly loud items, will not be placed in the receptacle bins outside the hours of 7am-10pm so to comply with all noise regulations.

9. Any Guest House deliveries and/or pick-ups for typical Guest House operations will take place within the on-site parking area which is to be screened from the streets with existing and proposed plantings, pending HDC approval of such proposed plantings.

10. No unreasonable outdoor storage of items that would be considered visually unappealing or constitute a nuisance to the neighborhood shall be permitted by the Guest House. This practice is in line with the practices of the previous on-site guest house which was under different ownership and did not receive complaints regarding such undesired or unauthorized site storage.

11. The Guest House will not have any exterior televisions.

13. The previous on-site guest house parking area, under different ownership, operated as an undelineated parking area with no complying accessible parking area. Upwards of 10 cars would previously be parked within the site in an improvised and relatively disorderly manner. The proposed Guest House parking area will bring greater order and significantly less vehicular traffic to the site.

The proposed parking area will have only 1-2 company owned vehicles and 1 van-sized accessible parking spot to accommodate disabled guests. No additional parking area will be provided or be necessary to Guest House operations.

Aside from the accessible parking spot used to accommodate disabled guests, the only vehicle(s) parked on-site will be 1-2 Guest House owned vehicles which will be used to taxi guests to and from the ferry as well as provide carpool ride share services to other select parts of the area.

The Guest House will disallow both guests and employees from parking on-site. Both guests and Guest House employees will rely upon Guest House taxiing service, walking, bicycles, third party taxis, and public transportation, NRTA, to access the Guest House. As such, the Guest House will advertise to its guests, on both its website and in all printed materials, that no on-site parking will be permitted.

14. A rack with space for 10-20 bicycles will be provided along the parking area at the main site entry on Dolphin Court for both staff and guests.

15. The Guest House will provide and cover full cost of bus passes to all Guest House staff.

16. All noise will comply with Nantucket Zoning Bylaw and all other authority having jurisdictions. The Guest House will adhere to the 10:00pm noise curfew. This function is to be representative of previous on-site guest house, under different ownership, of which no or minimal complaints were received on behalf of loud or amplified noise on-site.

17. The Guest House shall be responsible for compliance with all provisions of this Management Plan by its guests and employees.

18. This Management Plan may be modified from time to time by the Guest House, provided that any such amendment is in keeping with the spirit and intent of all approvals and approved by the Planning Board staff, which may refer the changes to the Planning Board for approval, with or without a public hearing.

19. This Management Plan and any future revisions to it shall be available at the reception area of the Guest House. It shall also be filed with the Planning Board and the Nantucket Building Department.

DOC No: 00175881

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Nov 29, 2022 at 11:28A

Document Fee: 315.00 Rec Total: \$315.1

CERTIFICATE No: 28433

CERT 28435

Also noted on CERT 28434

9-5456

Notes

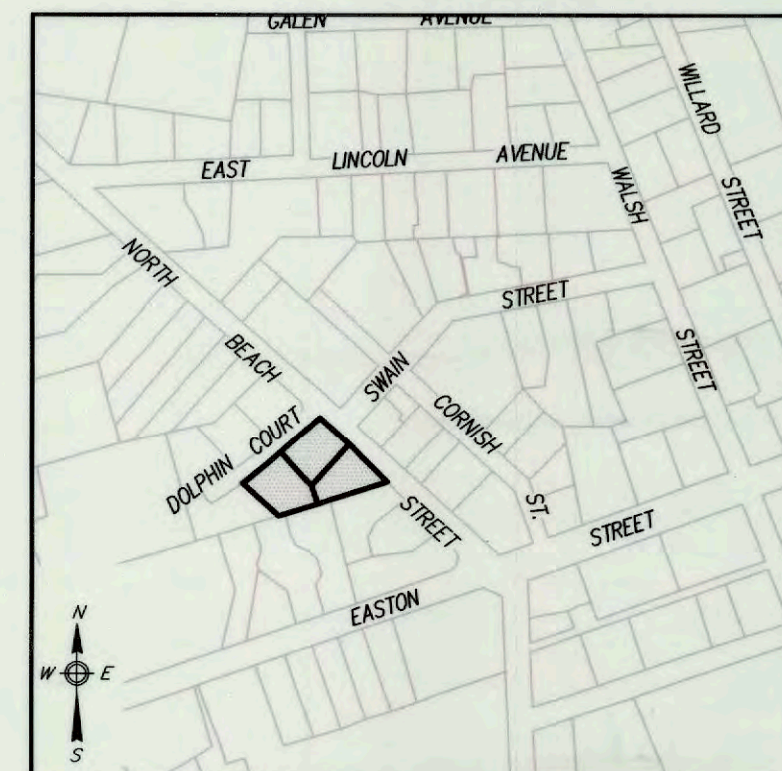
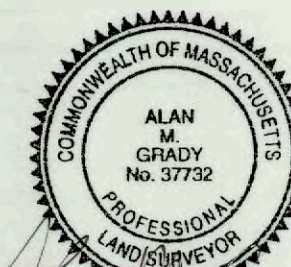
- LOCUS: #6 N. BEACH STREET - MAP 42.4.1 PARCEL 65
OWNER: THE BRANT RE, LLC
CERTIFICATE OF TITLE # 29220
LOT 4, L.C.P. # 9545-D
- #8 N. BEACH STREET - MAP 42.4.1 PARCEL 65.1
OWNER: THE BRANT RE, LLC
CERTIFICATE OF TITLE # 29219
LOT 10, L.C.P. # 9545-F
- #4 DOLPHIN COURT - MAP 42.4.1 PARCEL 65.2
OWNER: THE BRANT RE, LLC
CERTIFICATE OF TITLE # 29218
LOT 11, L.C.P. # 9545-F
- OWNERS ADDRESS: BRANT POINT CLUB LLC
C/O ANCHOR LINE PARTNERS LLC
ONE POST OFFICE SQUARE, FLOOR 35, SUITE 4100
BOSTON, MA 02109
- LOCUS DOES FALL WITHIN SPECIAL FLOOD HAZARD ZONE "AE" (el. 7)
AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25019C-0086-G
dated 06/09/2014.
- PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A
DETERMINATION OF CONFORMANCE UNDER CURRENT ZONING.
- THE PURPOSE OF THIS PLAN IS TO COMBINE "LOT 4" AS SHOWN ON
L.C. PLAN 9545-D AND "LOTS 10 & 11" AS SHOWN ON L.C. PLAN
9545-F INTO ONE LOT, SHOWN AS LAND COURT LOT 12.

I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE
THE SAME NOW AS AT THE TIME OF THE ORIGINAL
SURVEY JUNE 5, 2007 WITH THE EXCEPTION OF
TRAVERSE POINTS NOTED AS "NOT FOUND 2023",
CB/DH 9106, WHICH WAS NOT FOUND, BUT A REBAR
WAS FOUND IN THE SAME LOCATION AND CB/DH 9107,
WHICH WAS NOT FOUND.

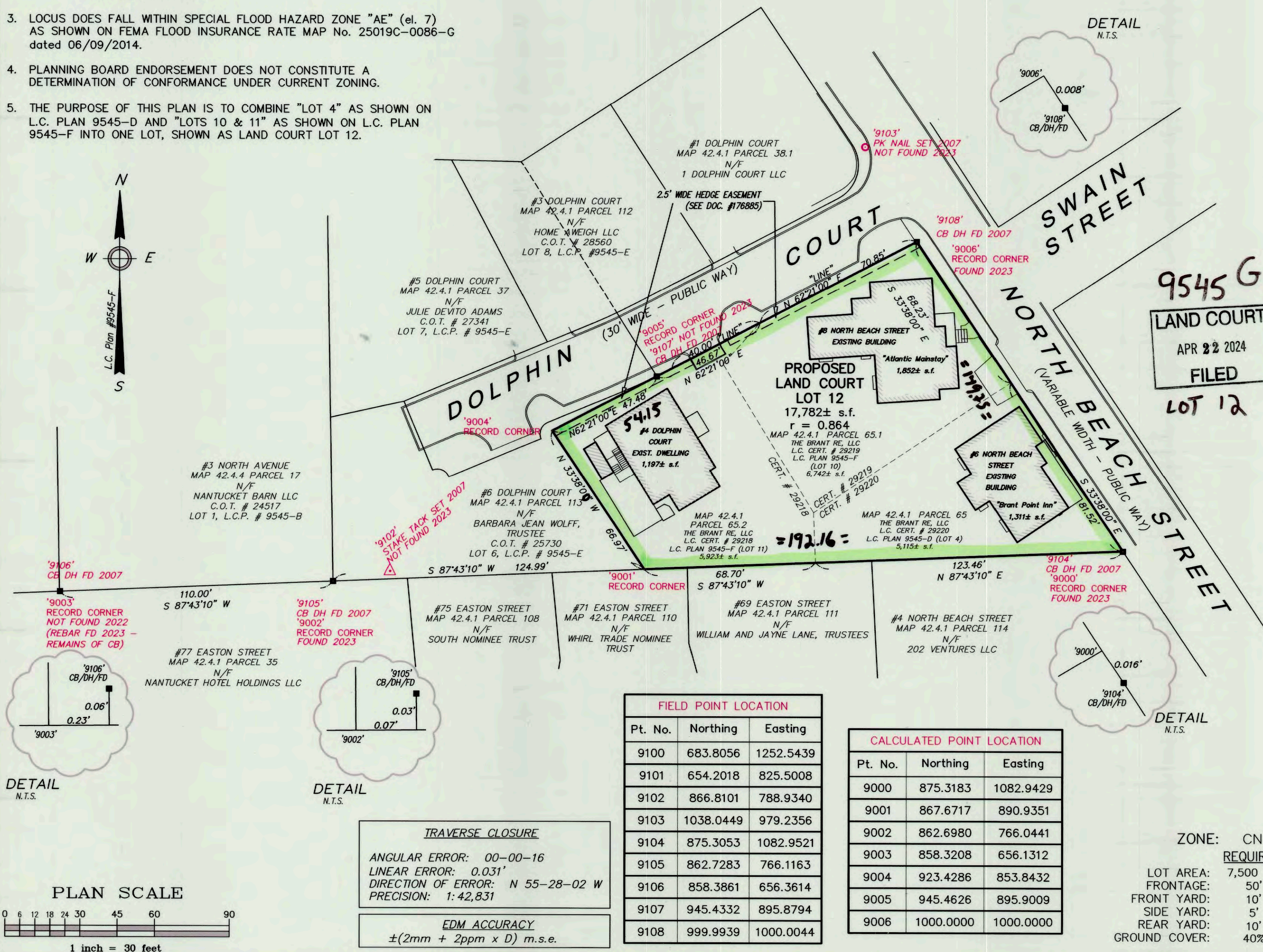
I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN
ACTUAL SURVEY MADE ON THE GROUND IN
ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF
2006 ON JULY 12, 2023.

11/22/23
DATE

ALAN M. GRADY, PLS #37732



LOCUS MAP Scale: 1" = 300'



PLAN OF LAND IN NANTUCKET, MA

OWNED BY:
THE BRANT RE, LLC
LOCATED AT
#4 DOLPHIN COURT
#6 NORTH BEACH STREET
#8 NORTH BEACH STREET

SHOWN AS
MAP 42.4.1
PARCELS 65, 65.1 & 65.2

PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282

SCALE: 1" = 30' NOVEMBER 22, 2023

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

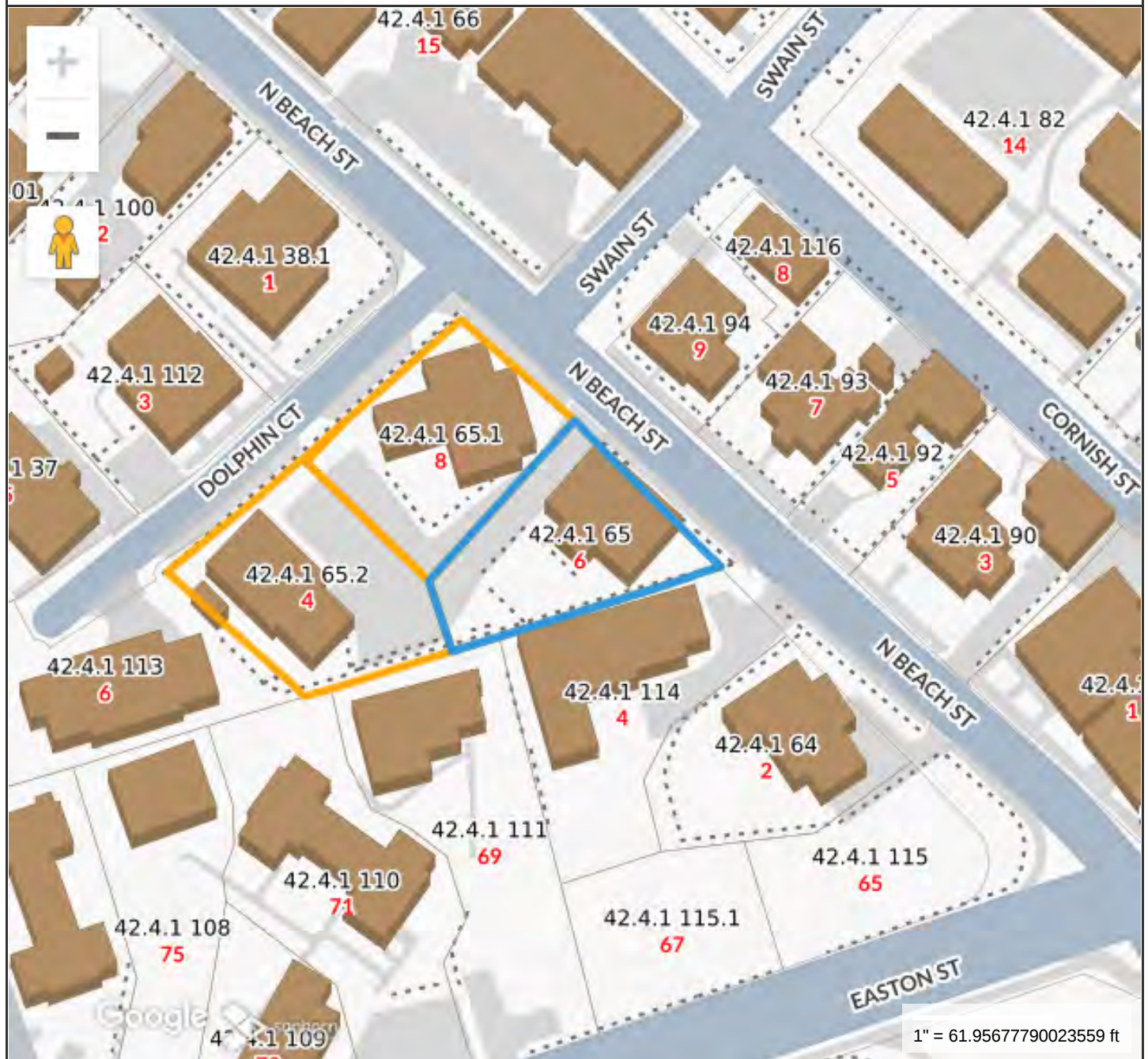
[Signatures]

FILE NUMBER: PLSUB-2023-12-00445

DATE APPROVED: 12-11-2023

ZONE: CN
REQUIRED
LOT AREA: 7,500 s.f.
FRONTAGE: 50'
FRONT YARD: 10'
SIDE YARD: 5'
REAR YARD: 10'
GROUND COVER: 40% (MAX)

9545-G



Property Information

Property ID 10335
 Location 6 N BEACH ST
 Owner BRANT RE LLC



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

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

Geometry updated 10/16/2024
 Data updated Jan. 2021

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

Ms. Ferrantella to note the affordable housing lotteries that are currently open. Ms. Ferrantella did so, explaining the locations for each lottery and the affordability requirements.

4. Request for Select Board Review of Planning Board Major Commercial Development Special Permit Condition of Easement for Public Sidewalk being Shifted onto Private Property to Accommodate the Installation, Construction, Maintenance and Operation of Improvements Shown on Plan Captioned "Proposed Drop-off Exhibit."

Planning Director Leslie Snell explained the Planning Board's special permit conditions for this property and the reasoning behind them, having a lot to do with access and traffic. She said that the public sidewalk shift would create a pull-off for traffic purposes; however, would be technically placed on private property, hence the purpose of the requested easement. Attorney Michael Wilson, speaking on behalf of the applicant, explained the details of the subject space. Mr. Fee asked about signage for the area, saying that he does not want to see this area become permanent parking. Ms. Snell said any signage recommendations would go through the Traffic Safety Work Group. Mr. Fee asked if the Historic District Commission (HDC) or Nantucket Historical Commission (NHC) have reviewed this. Mr. Wilson said it has not, because those approvals are not required. Preservation Planner Holly Backus clarified that the project did go through the HDC. Dr. MacNab said he needs additional time to consider this request. Rita Carr of the NHC suggested a review of that group occur. Ms. Holdgate expressed support for the project and the pull-off, noting that it will help alleviate traffic congestion. Chair Mohr said she supports the concept and requested that such requests come to the Board far earlier in the process. Stephen Welch stated that he does not recall the HDC reviewing this project and asked that it be included in further review. The Board was in general agreement to put the item back on the agenda after the Traffic Safety Work Group, NHC and HDC have reviewed and commented.

5. Applicant Introduction/Review of Applications for Agricultural Commission, Airport Commission, Board of Health, Capital Program Committee, Cemetery Commission, Coastal Resiliency Advisory Committee, Conservation Commission, Contract Review Committee (Human Services), Council for Human Services, Council on Aging, Cultural Council.

Operations Administrator Erika Mooney read the applicant names from the list contained in the Board's packet. Applicants speaking on their applications were: Michael Leavitt/Airport Commission; Robert Goldszer/Board of Health; Lee Saperstein/Cemetery Commission; Sarah Bois/Coastal Resilience Advisory Committee; Linda Williams/Conservation Commission. Ms. Holdgate asked the two incumbents why the Commission has not moved to the hybrid meeting format, as requested by the Board several months ago. Ms. Williams responded and said that she agrees with moving to the hybrid meeting format and hopes it will happen soon. Ian Golding/Conservation Commission spoke on his application and spoke in support of the hybrid meeting. John Schafer/Conservation Commission spoke in support of his application. Linda Williams spoke on her application for the Council on Aging. Ms. Mooney noted that the Cultural Council will have an additional vacancy due to a resignation. Chair Mohr encouraged applicants for committees/boards/commissions to either attend or watch meetings of the group to which they are applying. Dr. MacNab concurred.

IX. TOWN MANAGER'S REPORT

1. Monthly Departmental Report: Culture and Tourism Department. Ms. Gibson introduced the item and explained that Town Administration, starting in April, began a monthly program of departmental reports from each of its departments as the result of a request from the Board to replace quarterly budget reports with more departmental operational and project reports. She introduced Culture and Tourism Director Shantaw Bloise-Murphy to undertake the Culture and Tourism Department report. Ms. Bloise-Murphy reviewed the report as contained in the Board's packet. Mr. Fee complimented Ms. Bloise-Murphy on an impressive presentation. He asked how commuters and visitors are differentiated in data collection. Ms.

SEPT 11, 2024

Campbell Sutton commented that she received her town meeting warrant today and said that she believes any delay is due to a postal issue. She asked how to contact someone at the post office.

VI. NEW BUSINESS

There was no new business.

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

Mr. Fee moved approval of items VII 1 – 3; seconded by Ms. Holdgate; all in favor, so voted.

1. Approval of Minutes of August 19, 2024 at 9:30 AM; August 21, 2024 at 5:30 PM; August 23, 2024 at 9:00 AM.

2. Approval of Payroll Warrants for September 1, 2024.

3. Approval of Treasury Warrants for August 28, 2024; September 4, 2024; September 11, 2024, 2024.

4. Approval of Pending Contracts for September 11, 2024, 2024 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference. Mr. Fee asked for comparisons of expenses before an operational override was approved for Our Island Home and whether these costs are sustainable in connection with the contracts related to OIH. Ms. Gibson said she would provide that information once obtained. He asked about a contract for repairs to the LORAN barracks, Ms. Gibson responded. Mr. Fee asked about a contract for “side storage” at the Delta fields property and about two tree trimming contracts. Public Works Director Andrew Patnode responded to the questions about the tree trimming contracts. Ms. Holdgate moved approval as presented; seconded by Mr. Dixon; all in favor, so voted.

VIII. CONSENT ITEMS

1. Gift Acceptances: Fire Department; Police Department (Harbor Master). Mr. Dixon read the list of donors, amounts and purpose. Mr. Fee moved to accept all gifts with thanks to the donors; seconded by Dr. MacNab; all in favor so voted.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Request for Select Board Review of Planning Board Major Commercial Development Special Permit Condition of Easement for Public Sidewalk being Shifted onto Private Property at 6-8 North Beach Street to Accommodate the Installation, Construction, Maintenance and Operation of Improvements Shown on Plan Captioned “Proposed Drop-off Exhibit” (Continued from June 5, 2024). Operations Administrator Erika Mooney explained the item, noting that at its June 5th meeting, the Board asked for input from the Traffic Safety Work Group, the Historic District Commission (HDC) and the Nantucket Historical Commission (NHC). She said Traffic Safety and the NHC recommend moving forward with the proposal and the HDC had previously approved the hardscaping plan for this proposal. The Board unanimously agreed to consent to the permit condition. Ms. Mooney said the matter will be brought back to the Board for acceptance of the easement once the documents are in final form. Mr. Fee suggested that action by the Board should occur in advance of Planning Board condition approval for uses of Town property.

X. TOWN MANAGER'S REPORT

1. Monthly Departmental Report: Human Resources Department. Ms. Gibson introduced Human Resources (HR) Director Amanda Perry to review the report contained in the Board's agenda packet. Assistant HR Director Teodora Stockigt was also present. Ms. Perry reviewed the presentation. Mr. Fee commended Ms. Perry on progress made with collective bargaining negotiations with respect to information for the Board and how the



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	02/19/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Permission to convey a portion of 3 Masaquet Ave, shown as Lot 2 on Plan 2024-40 to 7 Masaquet Ave subject to a Declaration of Restriction to Merge Lots for Building and Zoning Purposes that combines Lot 2 on Plan 2013-36; Lot B on Plan 2018-56 and Lot 2 on Plan 2024-40.

Executive Summary

3 Masaquet and 7 Masaquet are both made up of a combination of primary lot and yard sale parcel previously conveyed to each owner and included the typical language regarding future subdivision etc. The properties are located in LUG2 and the goal is to still have 2 lots more balanced with the Zoning in square footage and for purposes of ground cover. 7 Masaquet is currently 44,660 and when combined with the Lot 2 Square footage of 48,627 it would result in a lot that is 93,287 and conforming in the district.

Staff Recommendation

To grant the permission as requested and subject to the conditions proposed.

Background/Discussion

See attached Narrative prepared by Arthur Reade

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Planning

Board/Commission Recommendation

REAC unanimously recommended at their February 10, 2025 meeting

Public Outreach

N/A

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

N/A



Attachments

Permission for Conveyance of Real Estate; Proposed Deed; Proposed Declaration of Restriction to Merge Lots for Building and Zoning Purposes; Plans 2024-40; 2018-56 and 2023-17; GIS Map



**PERMISSION BY TOWN OF NANTUCKET SELECT BOARD
TO CONVEYANCE OF REAL ESTATE**

Recitals

A. The Town of Nantucket conveyed the land situated in Nantucket, Nantucket County, Massachusetts, shown as Parcel A, School Street, as shown upon plan by Bracken Engineering, Inc., dated June 13, 2018, recorded with Nantucket Deeds as Plan No. 2018-56 ("Parcel A"), to Brian Zevnik and Georgene Zevnik (the "Zevniks") by deed dated January 30, 2019, recorded with Nantucket Deeds in Book 1681, Page 8 (the "Parcel A Deed").

B. The Town of Nantucket conveyed the land situated in Nantucket, Nantucket County, Massachusetts, shown as Lot B, Masaquet Avenue and Atlantic Avenue, as shown upon plan by Bracken Engineering, Inc., dated January 11, 2023, recorded with Nantucket Deeds as Plan No. 2023-17 ("Lot B"), to the Zevniks by deed dated June 28, 2023, recorded with Nantucket Deeds in Book 1941, Page 126 (the "Lot B Deed").

C. The Parcel A Deed and the Lot B Deed each provided that the land thereby conveyed must be combined with and considered as one parcel with the land owned by the Zevniks as described in deed recorded with Nantucket Deeds in Book 373, Page 31, being Lot 1 on plan by J. E. Marcklinger & Associates, Inc., dated October 26, 1981, recorded with Nantucket Deeds in Plan File 10-F ("Lot 1"), as the "Combined Premises", and that no part of the Combined Premises may be conveyed as a separate parcel without the prior written permission of the Town of Nantucket Select Board (formerly Board of Selectmen).

D. Pursuant to provisions contained in the Parcel A Deed and the Lot B Deed, the Zevniks duly executed a Declaration of Restriction to Merge Lots for Building and Zoning Purposes dated June 28, 2023, recorded with Nantucket Deeds in Book 1941, Page 133, merging Lot 1, Parcel A and Lot B together for purposes of applicable building and zoning laws and by-laws.

E. The Zevniks conveyed Lot 1, Parcel A and Lot B (the "Combined Premises") to 3 Masaquet LLC by deed dated June 28, 2023, recorded with Nantucket Deeds in Book 1941, Page 139.

F. 3 Masaquet LLC is the present owner of the Combined Premises.

G. 3 Masaquet LLC has caused a plan to be prepared by Bracken Engineering, Inc., dated October 30, 2024, which has been endorsed by the Nantucket Planning Board pursuant to M.G.L., c. 41, §81P as not requiring subdivision approval and has been recorded with Nantucket Deeds as Plan No. 2024-40 (the "2024 ANR Plan").

H. The 2024 ANR Plan divided the Combined Premises into two lots: Lot 1 ("New Lot 1"), containing 80,001± square feet and complying with all dimensional requirements for a valid building lot in the Limited Use General-2 ("LUG-2") zoning district in which the Combined Premises are situated, and Lot 2 ("New Lot 2"), containing 48,627± square feet, and thus not complying with the minimum lot area of 80,000 square feet in the LUG-2 zoning district.

I. As set forth upon the 2024 ANR Plan, the purpose thereof is to create New Lot 2 for conveyance to the owner of an abutting parcel.

J. 3 Masaquet LLC proposes to convey New Lot 2 to the owner of the adjacent land situated at 7 Masaquet Avenue, being the land shown as Lot 2 on a plan by Charles W. Hart & Associates, Inc., dated January 7, 2013, recorded with Nantucket Deeds as Plan No. 2013-36, and the land shown as Parcel B on a plan by Bracken Engineering, Inc., dated June 13, 2018, recorded with Nantucket Deeds as Plan No. 2018-56, as combined by Declaration of Restriction to Merge Lots for Building and Zoning Purposes dated February 6, 2019, recorded with Nantucket Deeds in Book 1681, Page 303 (together, the "7 Masaquet Land").

K. 3 Masaquet LLC has requested that the Town of Nantucket, acting by its Select Board, give its permission to the conveyance of New Lot 2 to the owner of the 7 Masaquet Land, to be combined with the 7 Masaquet Land as a single parcel (as so combined, the "Combined 7 Masaquet Premises") for building and zoning purposes.

L. The 7 Masaquet Land is now owned by Marc Bloostein, as Trustee of 7 Masaquet Realty Trust under Trust Agreement dated January 12, 2022, evidenced by Trustee Certificate pursuant to M.G.L., c. 184, §35 recorded with Nantucket Deeds in Book 1875, Page 268, by virtue of deed recorded with Nantucket Deeds in Book 1875, Page 204.

Permission by Town of Nantucket Select Board

The Town of Nantucket, acting by its Select Board, hereby grants its permission to 3 Masaquet LLC to convey Lot 2 as shown upon plan recorded with Nantucket Deeds as Plan No. 2024-40 to Marc Bloostein, Trustee of 7 Masaquet Realty Trust, as owner of the 7 Masaquet Land, subject to the following condition:

3 Masaquet LLC, as the present owner of New Lot 2, agrees that the Deed of New Lot 2 shall make reference to the documents which imposed the restrictions set forth in the deeds from the Town of Nantucket of Parcel A and Lot B. Forthwith upon the conveyance of Lot 2 on plan recorded with Nantucket Deeds as Plan No. 2024-40 ("New Lot 2"), the owner of the 7 Masaquet Land shall execute and record with the Nantucket Registry of Deeds in favor of the Town of Nantucket an instrument merging New Lot 2 with the 7 Masaquet Land as the Combined 7 Masaquet Premises, and expressly setting forth that no portion of the Combined 7 Masaquet Premises shall be used for non-residential purposes nor divided, subdivided, or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Registry.

Executed and sealed on this ____ day of _____, 2025.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab and Dawn E. Hill Holdgate as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned and acknowledged to me that they signed it voluntarily for its stated purposes as the free act and deed of the Town of Nantucket Select Board

Notary Public

My commission expires:

DEED

3 MASAQUET LLC, a Massachusetts limited liability company, for consideration paid, grants to MARC J. BLOOSTEIN, as Trustee of 7 MASAQUET REALTY TRUST under Trust Agreement dated January 12, 2022, evidenced by Trustee Certificate pursuant to M.G.L., c. 184, §35, recorded with Nantucket Deeds in Book 1875, Page 204, with a mailing address of c/o Marc J. Bloostein, Esquire, Choate Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, with QUITCLAIM COVENANTS,

That certain parcel of vacant land situated in Nantucket, Nantucket County, Massachusetts, being a portion of the land now known and numbered as 3 Masaquet Avenue, consisting of Lot 2 on plan by Bracken Engineering, Inc., dated October 30, 2024, recorded with Nantucket Deeds as Plan No. 2024-40, and containing 48,627± square feet according to said plan.

For title, see deed recorded with Nantucket Deeds in Book 1941, Page 139.

This conveyance is made subject to the following matters:

- (a) Rights of others in Masaquet Avenue.
- (b) Provisions set forth in deeds from the Town of Nantucket, one dated January 30, 2019, recorded with Nantucket Deeds in Book 1681, Page 8, and the other dated June 28, 2023, recorded with Nantucket Deeds in Book 1941, Page 126.
- (c) Grant of Easement to the Nantucket Islands Land Bank, dated June 28, 2023, recorded with Nantucket Deeds in Book 1941, Page 135.

This conveyance is made without monetary consideration, as a distribution to a member of a limited liability company as part of a voluntary partition of its assets.

Executed and sealed on February _____, 2025.

3 MASAQUET LLC

By:

Craig Marcus, Manager

Adam Selig, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2025

Then personally appeared the above-named Craig Marcus, as Manager of 3 Masaquet LLC, personally known to me, and acknowledged that he executed the foregoing instrument voluntarily as his free act and deed and the free act and deed of 3 Masaquet LLC, before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2025

Then personally appeared the above-named Adam Selig, as Manager of 3 Masaquet LLC, personally known to me, and acknowledged that he executed the foregoing instrument voluntarily as his free act and deed and the free act and deed of 3 Masaquet LLC, before me,

Notary Public

My commission expires:

**DECLARATION OF RESTRICTION TO
MERGE LOTS FOR BUILDING AND ZONING PURPOSES**

I, MARC J. BLOOSTEIN, as Trustee of 7 MASAQUET REALTY TRUST under Trust Agreement dated January 12, 2022, evidenced by Trustee Certificate pursuant to M.G.L., c. 184, §35, recorded with Nantucket Deeds in Book 1875, Page 204, being the owner of the land located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 7 Masaquet Avenue, consisting of Lot 2 on plan recorded with Nantucket Deeds as Plan No. 2013-36 ("Old Lot 2"), Parcel B on plan recorded with Nantucket Deeds as Plan No. 2018-56 ("Parcel B"), and Lot 2 on plan recorded with Nantucket Deeds as Plan No. 2024-40 ("New Lot 2"), for consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby impose, in favor of the Inhabitants of the Town of Nantucket, upon Old Lot 2, Parcel B and New Lot 2, the following restriction:

Old Lot 2, Parcel B and New Lot 2 (together, the "Combined 7 Masaquet Premises") shall henceforth be considered merged as one lot for purposes of applicable building and zoning laws and by-laws. No portion of the Combined 7 Masaquet Premises shall be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with the Nantucket Registry of Deeds. If, and only if, such permission by the Select Board has been granted and recorded, the Combined 7 Masaquet Premises may be divided into two or more lots by one or more plans which are approved by the Nantucket Planning Board or are endorsed by the Nantucket Planning Board as not requiring approval, and in the event of such division, the lots thereby created may be transferred into separate ownership to the extent

permitted by law and by the terms of the approval or endorsement thereof by the Nantucket Planning Board, and by the terms of the prior written approval by the Nantucket Select Board.

I certify that I am the sole present Trustee of 7 Masaquet Realty Trust, which has not been amended nor revoked and has not terminated, and that I have full and absolute power and authority under the provisions of said Trust to execute and deliver this instrument in accordance with its terms.

Executed and sealed on _____, 2025.

Marc J. Bloostein, as Trustee
of 7 Masaquet Realty Trust

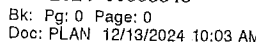
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2025

Then personally appeared the above-named Marc J. Bloostein, personally known to me, and acknowledged that he executed the foregoing instrument voluntarily as his free act and deed, before me,

Notary Public

My commission expires:

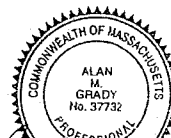


NANTUCKET REGISTRY
OF DEEDS
Date: December 13, 2024
Time: 10:03 AM
Plan No. 2024-46
George & Fern
Attst: _____ Register

Sheet 10 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.



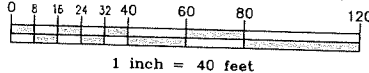
ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES:

1. LOCUS: # 3 MASAQUET AVENUE
MAP 80 PARCEL 145
2. OWNER: 3 MASAQUET LLC
3. DEED REF: BOOK: 1941 PAGE: 139
BOOK: 1682 PAGE: 245(MERGER DECLARATION) PLAN
4. PLAN REF: PLAN FILE 10-F (LOT 1)
PLAN NO. 2018-56 (PARCEL A)
PLAN NO. 2023-17 (PARCEL B)
5. LOCUS DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON FEMA
FLOOD INSURANCE RATE MAP No. 25019C-0088-G dated 06/09/2014.
6. PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF
CONFORMANCE UNDER CURRENT ZONING.
7. THE PURPOSE OF THIS PLAN IS TO DIVIDE PARCEL 145 ON ASSESSORS MAP 80
INTO TWO LOTS. LOT 1, WHICH CONFORMS TO THE ZONING REQUIREMENTS FOR A
BUILDABLE LOT AND LOT 2, WHICH DOES NOT CONFORM TO THE ZONING
REQUIREMENTS AND IS NOT TO BE CONSIDERED A BUILDABLE LOT. LOT 2 IS TO BE
CONVEYED TO AN ADJUTING PARCEL.

3:\Autocad Drawings\Nantucket\Mascoquet Ave\3 Mascoquet Avenue\3 Mascoquet Avenue ANR Flon 2024.dwg

PLAN SCALE



1 inch = 40 feet

LOT C
PLAN NO. 2023-17

15' WIDE
NANTUCKET
LAND BANK
EASEMENT
BK 1941 PG 135

SURFSIDE
MAP 80 PARCEL 39
N/F
NANTUCKET ISLANDS
LAND BANK

ATLANTIC
AVENUE
MAP 80
PARCEL 219
N/F
NANTUCKET
ISLANDS
LAND BANK

ZONE: LUG-3

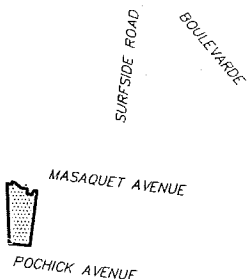
LOT 2
48,627± s.f.
(UNBUILDABLE)

LOT 1
80,001 ± s.f.
r=0.61

MAP 80
PARCEL 145
128,628± S.F.

LOCUS MAP

Scale: 1" = 1000'



ZONE: LUG-2

REQUIRED

LOT AREA: 80,000 s.f.

FRONTAGE: 150
FRONT YARD:

FRONT YARD: 35'
SIDE / REAR YARD: 15'

SIDE/REAR YARD: 15
GROUND COVER: 4% (MAX)

ZONE: LUG-3

REQUIRED

120,000 s.f.

FRONTAGE: 200'

FRONT YARD: 35'
REAR YARD: 30'

SIDE/REAR YARD: 20'
GROUND COVER: 3% (MAX)

PLAN OF LAND
IN
NANTUCKET, MA

PREPARED FOR

3 MASAQUET LLC
#3 MASAQUET AVENUE
MAP 80 PARCEL 145

PREPARED BY

BRACKEN ENGINEERING, INC.

19 OLD SOUTH ROAD

NANTUCKET, MA 02554

tel: (508) 325-0044

fax: (508) 833-2282

SCALE: 1" = 40' OCTOBER 30, 2024

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

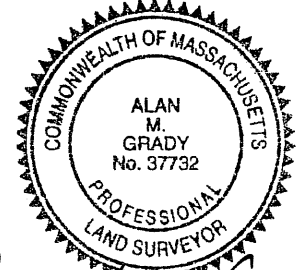
FILE NUMBER: PLSU-2024-11-00516

DATE APPROVED: 11-14-2024

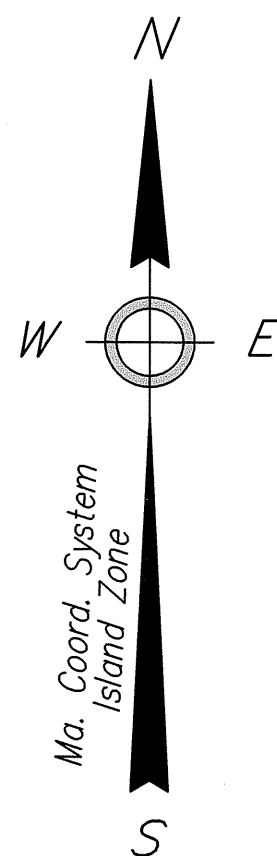
NANTUCKET REGISTRY
OF DEEDS
Date: 10/11/2018
Time: 1:53 PM
Plan No: 2018-56
Carmine Disibio
Attest: Register
Sheet 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.

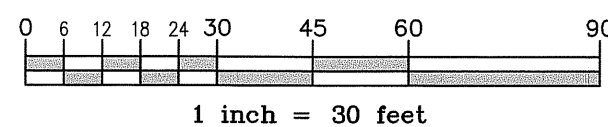


ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732



Ma. Coord. System
Island Zone

PLAN SCALE



THE PLANNING BOARD DETERMINES THAT:

- (b) PARCELS "A, B and C" DO NOT CONTAIN AREAS
SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS
WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO
BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET
ZONING BYLAW, BUT STILL MAY BE SUBJECT TO
PROTECTION UNDER STATE AND LOCAL WETLAND
BYLAWS. DETERMINATION OF APPLICABILITY MAY BE
OBTAINED THROUGH APPLICATION TO THE
CONSERVATION COMMISSION.
- (c) PARCELS "A, B and C" CONTAIN INADEQUATE LOT
AREA, AS DEFINED IN THE NANTUCKET ZONING BYLAW,
TO COMPLY WITH MINIMUM AREA REQUIREMENTS
APPLICABLE UNDER SUCH BYLAW.

COPELAND STREET (PRIVATE - VARIABLE WIDTH) (NOT CONSTRUCTED)

SCHOOL STREET (PRIVATE - 40' WIDE) (NOT CONSTRUCTED)

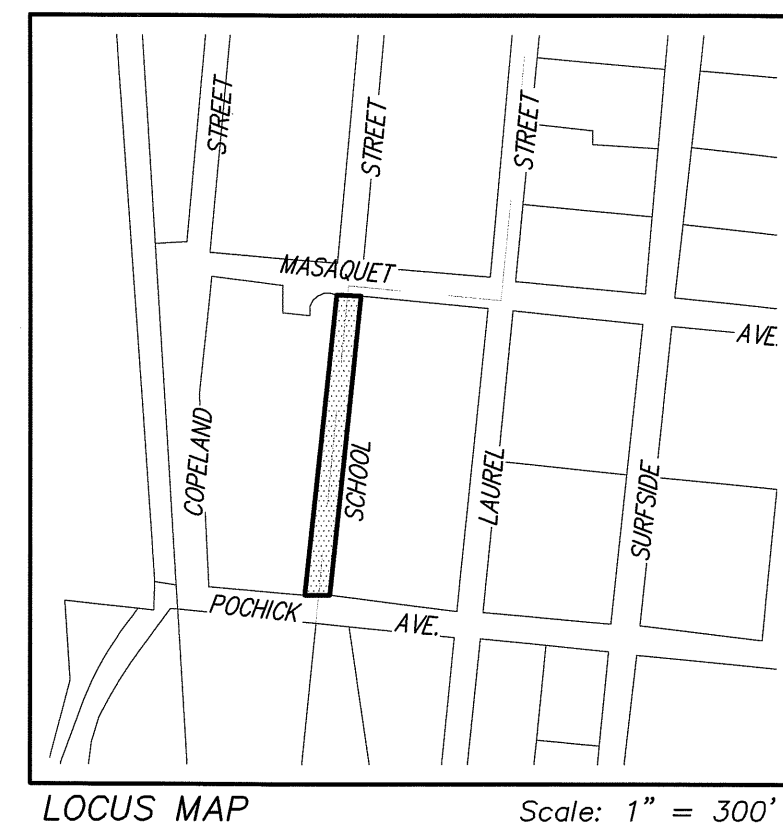
MASAQUET AVENUE

AVENUE

LAUREL STREET

POCHICK AVENUE

AVENUE



ZONE: LUG-1
REQUIRED
LOT AREA: 40,000 s.f.
FRONTAGE: 100'
FRONT YARD: 35'
SIDE/REAR YARD: 10'
GROUND COVER: 7% (MAX)

ZONE: LUG-2
REQUIRED
LOT AREA: 80,000 s.f.
FRONTAGE: 150'
FRONT YARD: 35'
SIDE/REAR YARD: 15'
GROUND COVER: 4% (MAX)

NOTES:

- LOCUS: PORTION OF SCHOOL STREET
- PLAN REFERENCES:
Plan Bk: 2 Pg: 1
Plan File: 10-F
Plan No: 2012-02
Plan No: 2013-36
- SEE WARRANT ARTICLES 76 & 77 OF THE
2010 ANNUAL TOWN MEETING.
- PLANNING BOARD ENDORSEMENT DOES NOT
CONSTITUTE A DETERMINATION OF
CONFORMANCE UNDER CURRENT ZONING.

ROADWAY
ACQUISITION PLAN
IN
NANTUCKET, MASS.

OF A PORTION OF UNCONSTRUCTED
"SCHOOL STREET"

PREPARED BY
BRACKEN ENGINEERING, INC.

19 OLD SOUTH ROAD
NANTUCKET, MA 02554

tel: (508) 325-0044

fax: (508) 833-2282

SCALE: 1" = 30' JUNE 13, 2018

APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

[Signatures]

FILE NUMBER: 8245

DATE APPROVED: 7-9-18

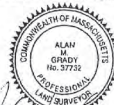
TOWN OF NANTUCKET
BOARD OF SELECTMEN

[Signatures]

DATE APPROVED:

NANTUCKET REGISTRY /
OF DEEDS
Date: MARCH 27, 2023
Time: 2:53 PM
Plan No: 2023-17
Jennifer Derrin
Attest: _____ Register
Sheet 1 of 1

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.



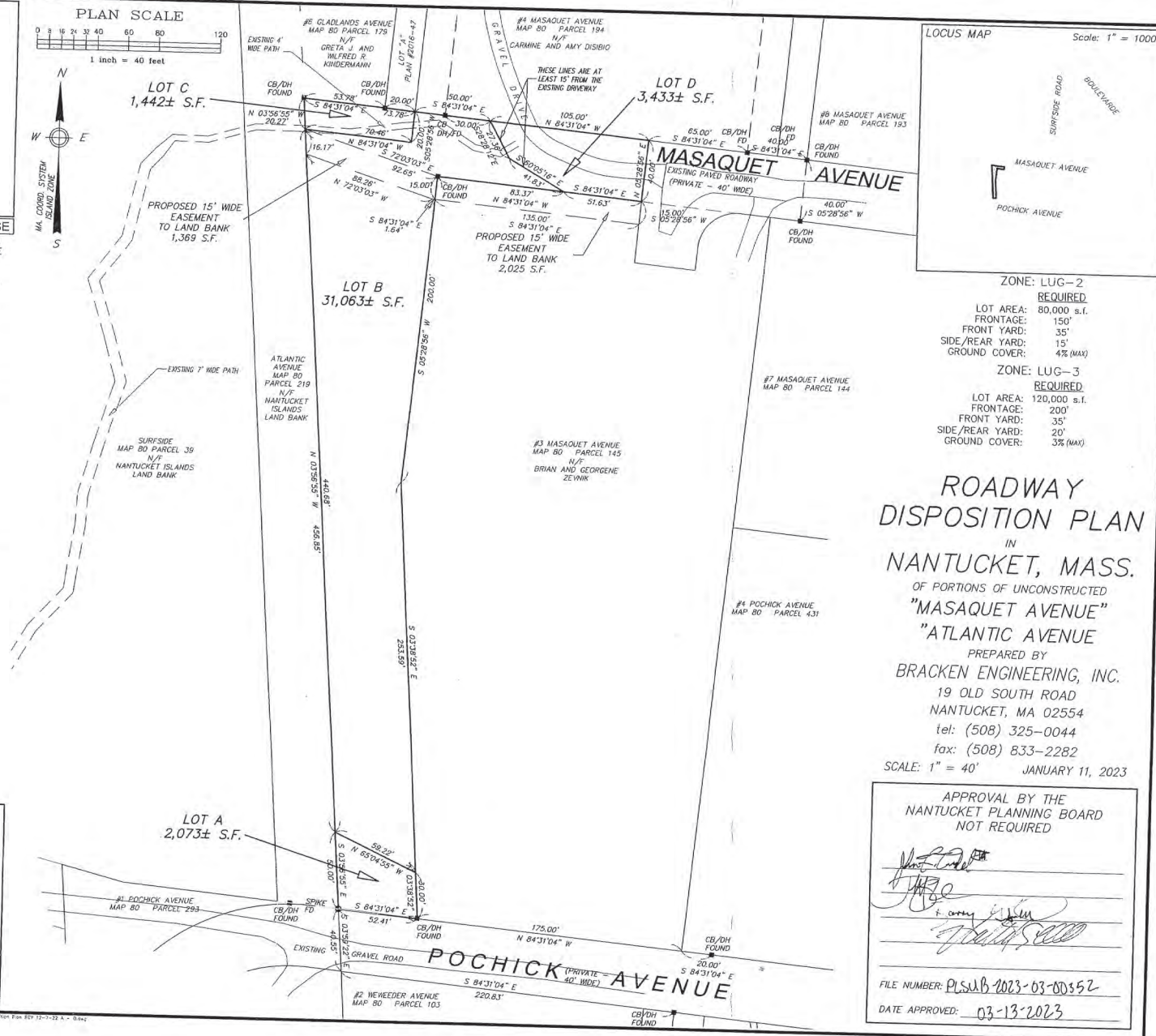
ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES:

1. LOCUS: ATLANTIC AVENUE
MASAQUET AVENUE
(ON ASSESSORS MAP 80)
2. PLAN REFERENCES:
PLAN FILE # 3-0
PLAN FILE # 10-F
PLAN FILE # 11-Alon File:
PLAN NO. 2001-8
PLAN NO. 2003-21
PLAN NO. 2011-38
PLAN NO. 2016-47
PLAN NO. 2018-56
3. TOWN MEETING REFERENCE:
ARTICLES 98 AND 99 OF
THE 2011 ANNUAL
TOWN MEETING.
4. ORDER OF TAKING REFERENCE:
BOOK 1925 PAGE 375 AND
PLAN NO. 2022-48.

TOWN OF NANTUCKET
BOARD OF SELECTMEN

DATE APPROVED:



LOCUS MAP

Scale: 1" = 1000'

ROADWAY DISPOSITION PLAN IN NANTUCKET, MASS.

OF PORTIONS OF UNCONSTRUCTED
"MASAQUET AVENUE"
"ATLANTIC AVENUE"

PREPARED BY
BRACKEN ENGINEERING, INC.

19 OLD SOUTH ROAD
NANTUCKET, MA 02554

tel: (508) 325-0044

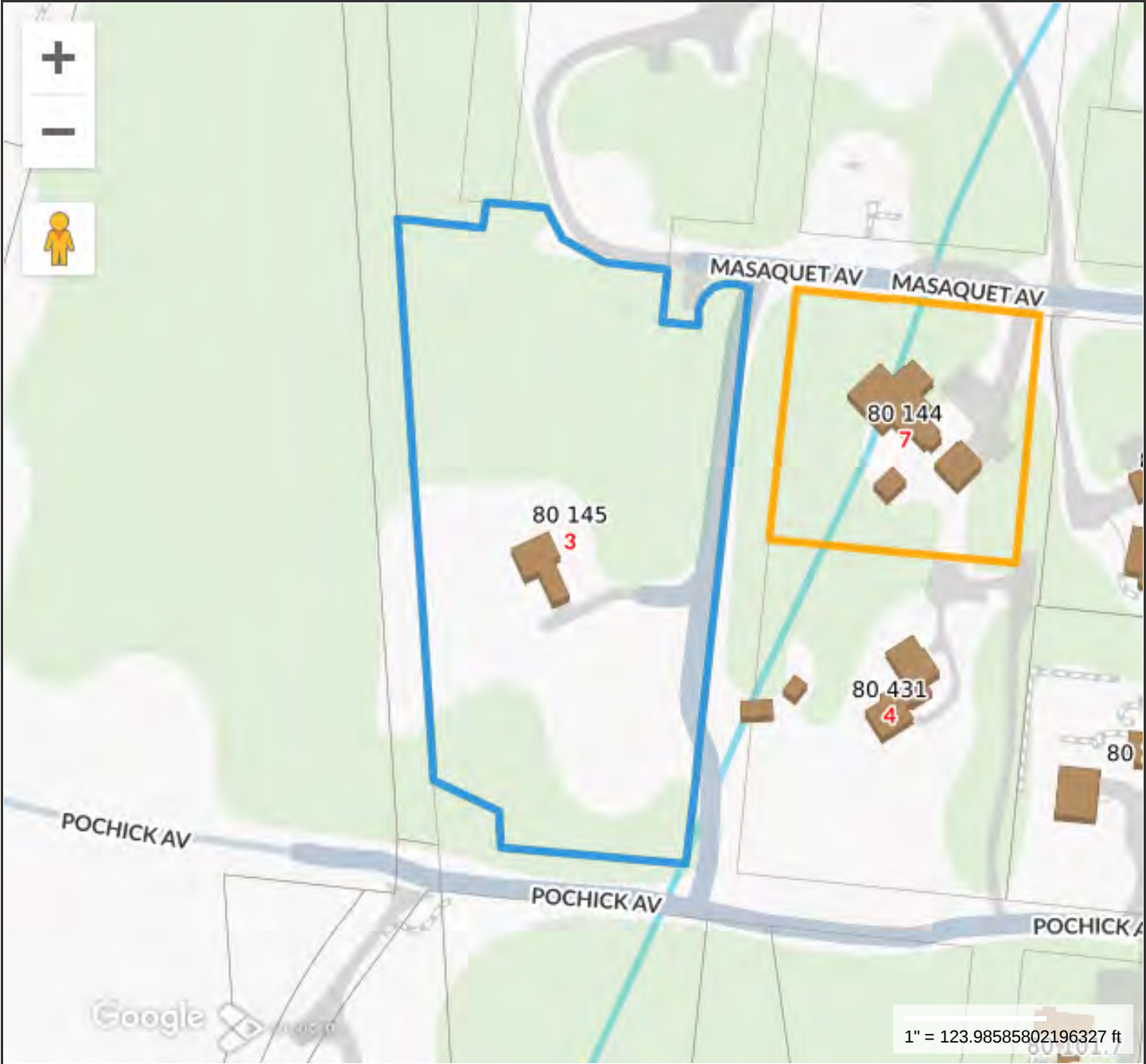
fax: (508) 833-2282

SCALE: 1" = 40' JANUARY 11, 2023

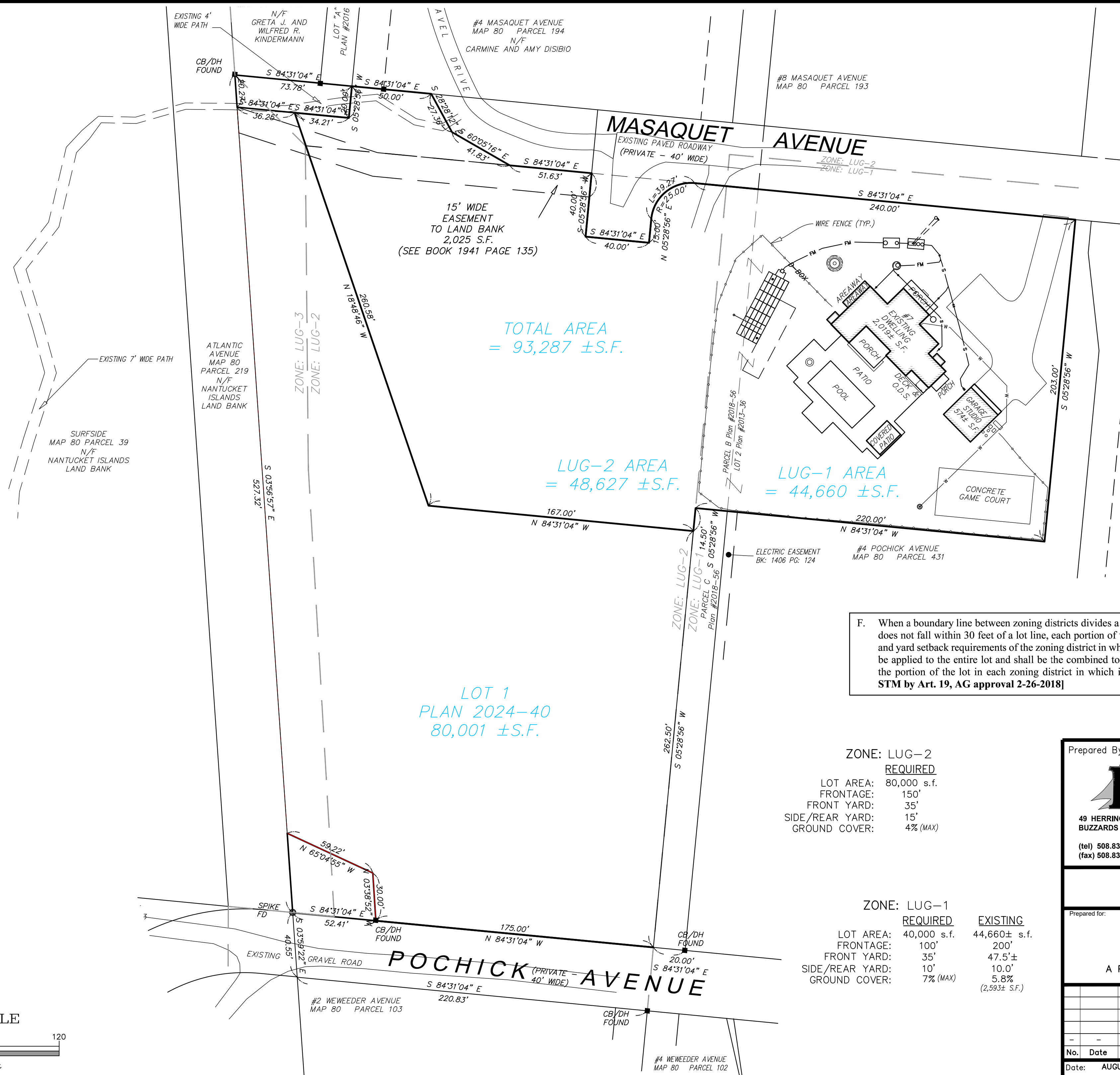
APPROVAL BY THE
NANTUCKET PLANNING BOARD
NOT REQUIRED

FILE NUMBER: PLSUB-2023-03-00352

DATE APPROVED: 03-13-2023



Property Information Property ID 7616 Location 3 MASAQUET AV Owner 3 MASAQUET LLC



ZONE: LUG-2
REQUIRED
 LOT AREA: 80,000 s.f.
 FRONTAGE: 150'
 FRONT YARD: 35'
 SIDE/REAR YARD: 15'
 GROUND COVER: 4% (MAX)

SKETCH OF LAND IN NANTUCKET, MA			
Prepared for:			
3 MASAQUET LLC # 7 MASAQUET AVENUE MAP 80 PARCEL 144 & A PORTION OF MAP 80 PARCEL 145			
-	-	-	-
No.	Date	Revision Description	By
Date:	AUGUST 21, 2024	Drawn:	Checked: Sheet:
Revised:	FEB. 12, 2025	DAF/BEI	DFB/AMG 1 of



Agenda Item Summary

Agenda Item #	IX. 1.
Date	2/19/25

Staff

Assistant Town Manager, Manager of Strategic Projects, Environmental Contaminant Administrator, Water Department Manager

Subject

Quarterly PFAS-Related Initiatives Update to Select Board

Executive Summary

Since 2020, the Town of Nantucket has taken a proactive approach to addressing PFAS contamination, committing \$15 million in funding for various mitigation and investigation efforts across the island. These voluntary initiatives, separate from the required PFAS cleanup efforts by Nantucket Memorial Airport, PFAS sampling and testing at the Nantucket Landfill or the Massachusetts Department Environmental Protection (MADEP) PFAS Environmental Investigation at 2-4-6 Fairgrounds Road, aim to identify sources of contamination, implement mitigation strategies, and protect public health. An additional \$1.0 million is being requested for FY26 to further these efforts.

To date, \$5.81 million has been expended across 24 contracts, funding a range of island-wide PFAS-related projects.

Staff Recommendation

N/A

Background/Discussion

Key Updates & Ongoing Initiatives

- **MADEP Environmental Investigation at 2-4-6 Fairgrounds Road:** The Town is actively collaborating with MADEP, which is conducting environmental assessments to evaluate potential PFAS sources affecting the Tom's Way neighborhood.
- **Wannacomet Water Supply (Well 15):** Following elevated PFAS6 detections in a 2024 sample, Well 15 remains offline as a precaution. The Town is working with MADEP to determine appropriate mitigation measures, including installation of a PFAS removal treatment system to meet the water supply needs in the summer.
- **PFAS Impacted Materials Management Protocols:** Ongoing development and use of protocols for handling PFAS-impacted materials during construction and disposal.

- **Landfill Groundwater PFAS Sampling Program:** Initial screening efforts continue to assess potential PFAS sources at the landfill, with additional sampling rounds and analysis ongoing and MassDEP oversight.
- **PFAS Public Outreach & Consulting Services:** The Town has engaged consultants to assist with public outreach, regulatory compliance, and technical support related to PFAS mitigation.
- **WWTF PFAS Monitoring & Treatment Studies:** The Town continues its voluntary sampling and evaluation of PFAS concentrations in wastewater and landfill leachate, with a **Foam Fractionation Pilot Project** under development as a potential treatment method.
- **Private Well Regulations Update:** Effective January 2024, the Nantucket Board of Health requires PFAS sampling for private wells in certain circumstances, such as property transfers or modifications.

Future PFAS-Related Initiatives

- Installation of PFAS removal treatment equipment on public wells in Wyers Valley
- Expansion of Landfill Groundwater & Surface Water Testing
- Wastewater Effluent Sampling (Year 3)
- Foam Fractionation Pilot Project – Phase 2
- Continued collaboration with MADEP on PFAS investigations and private well testing
- Further assessment of PFAS health impacts and expanded public outreach
- Internal “PFAS Summit III” in March 2025

Impact: Environmental	x	Fiscal	x	Community	x	Other	x
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Public Health Impact

Board/Commission Recommendation
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N/A

Public Outreach

The Town remains committed to transparency and community engagement, having provided 20 public updates since 2020, with the next Select Board Meeting Public Information Session scheduled for February 19, 2025:

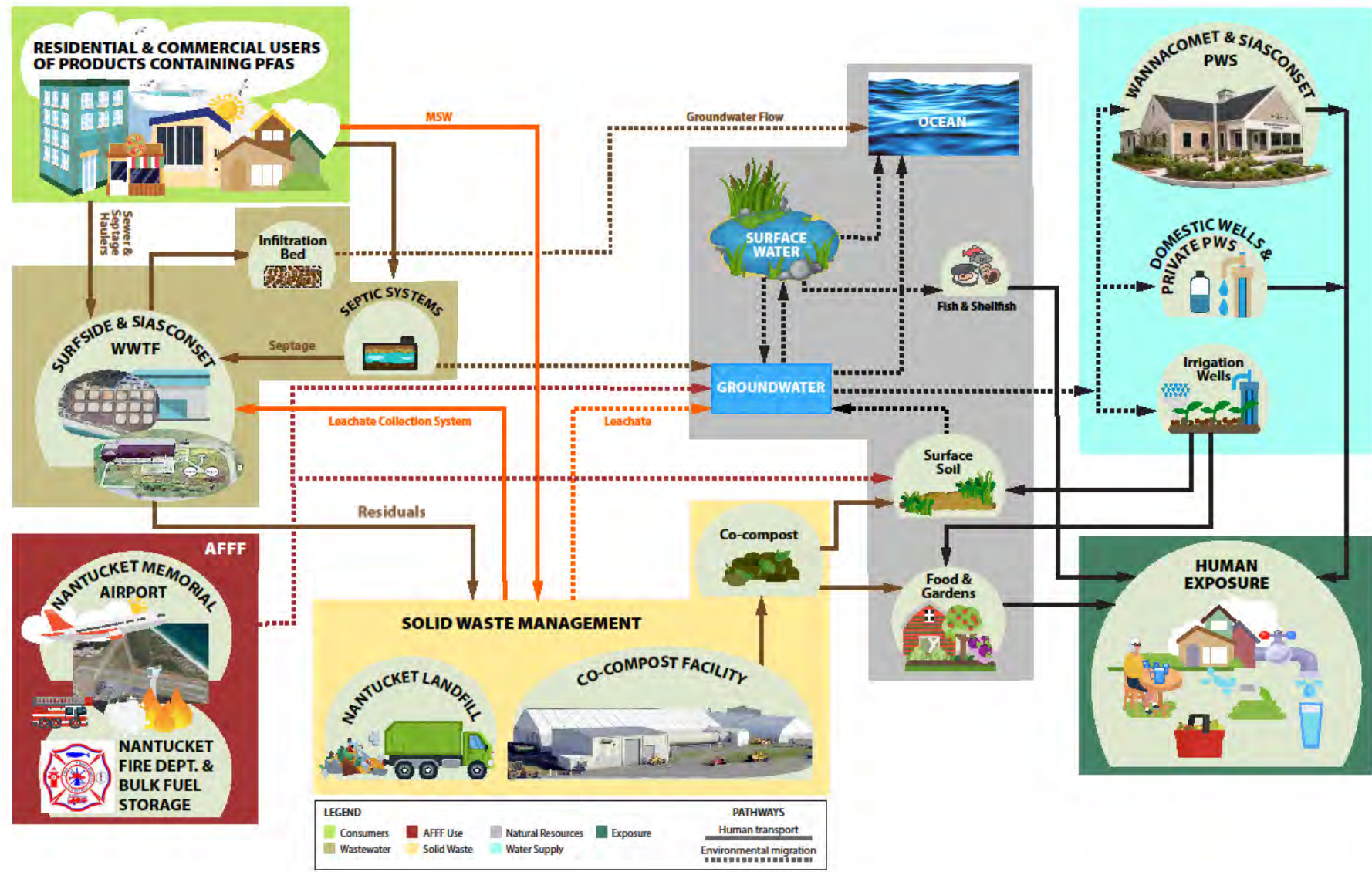
- | | |
|---|--|
| <ul style="list-style-type: none"> • 7/22/20 Select Board Meeting • 10/28/20 Select Board Meeting • 12/8/20 Joint SB-BoH Meeting • 2/10/21 Select Board Meeting • 5/12/21 Select Board Meeting • 7/7/21 Select Board (Water Main) • 8/4/21 Select Board (Water Main) • 11/3/21 Select Board Meeting | <ul style="list-style-type: none"> • 3/16/22 Select Board Meeting • 5/2/22 Select Board (2022ATM A10) • 7/13/22 Select Board Meeting • 10/5/22 Select Board Meeting • 10/12/22 Select Board (Water Main) • 12/8/22 Water Main Public Outreach • 3/22/23 Select Board Meeting • 5/3/23 Select Board Meeting |
|---|--|

- 6/25/24 Joint SB-BoH Meeting
- 9/10/24 MADEP Public Forum
- 1/16/25 Board of Health Meeting
- 2/5/25 Select Board (NEWEA Update)
- 2/19/25 Select Board Meeting

Attachments

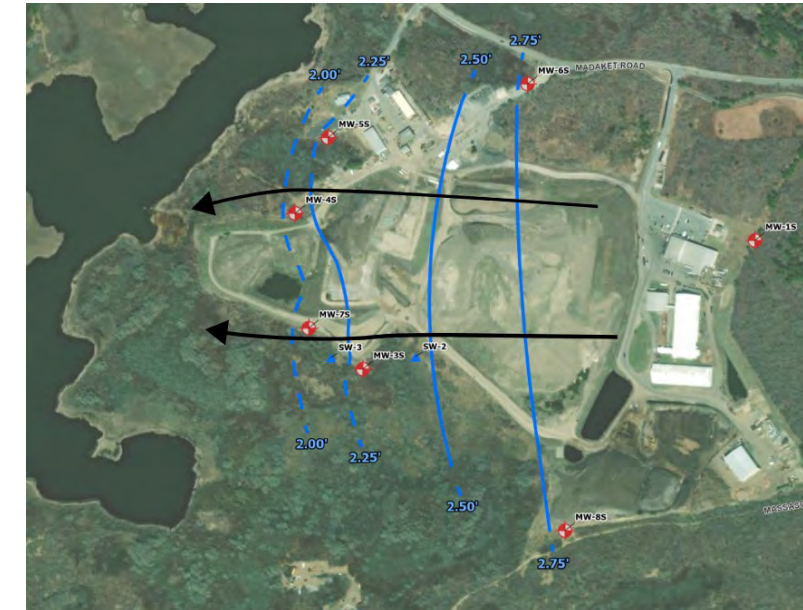
N/A

Island-wide PFAS Cycle



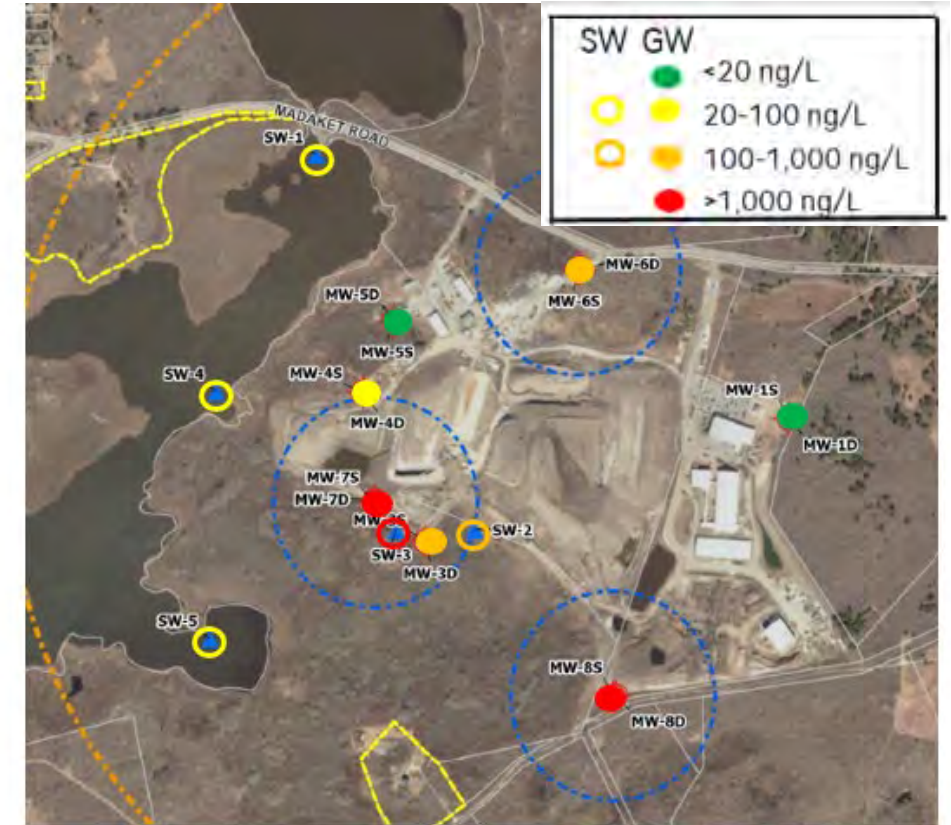
Assess PFAS Presence at the Landfill

- Objective:
 - Assess potential offsite migration of PFAS in groundwater toward residential wells and Long Pond
- Actions:
 - Developed PFAS decision matrix for stakeholders to understand the landfill assessment process
 - Sample plans approved by MassDEP
- Accomplishments
 - Completed 3 rounds of PFAS sampling at landfill monitoring wells and surface water stations
 - Based on conceptual model, developed work plan for nature and extent assessment



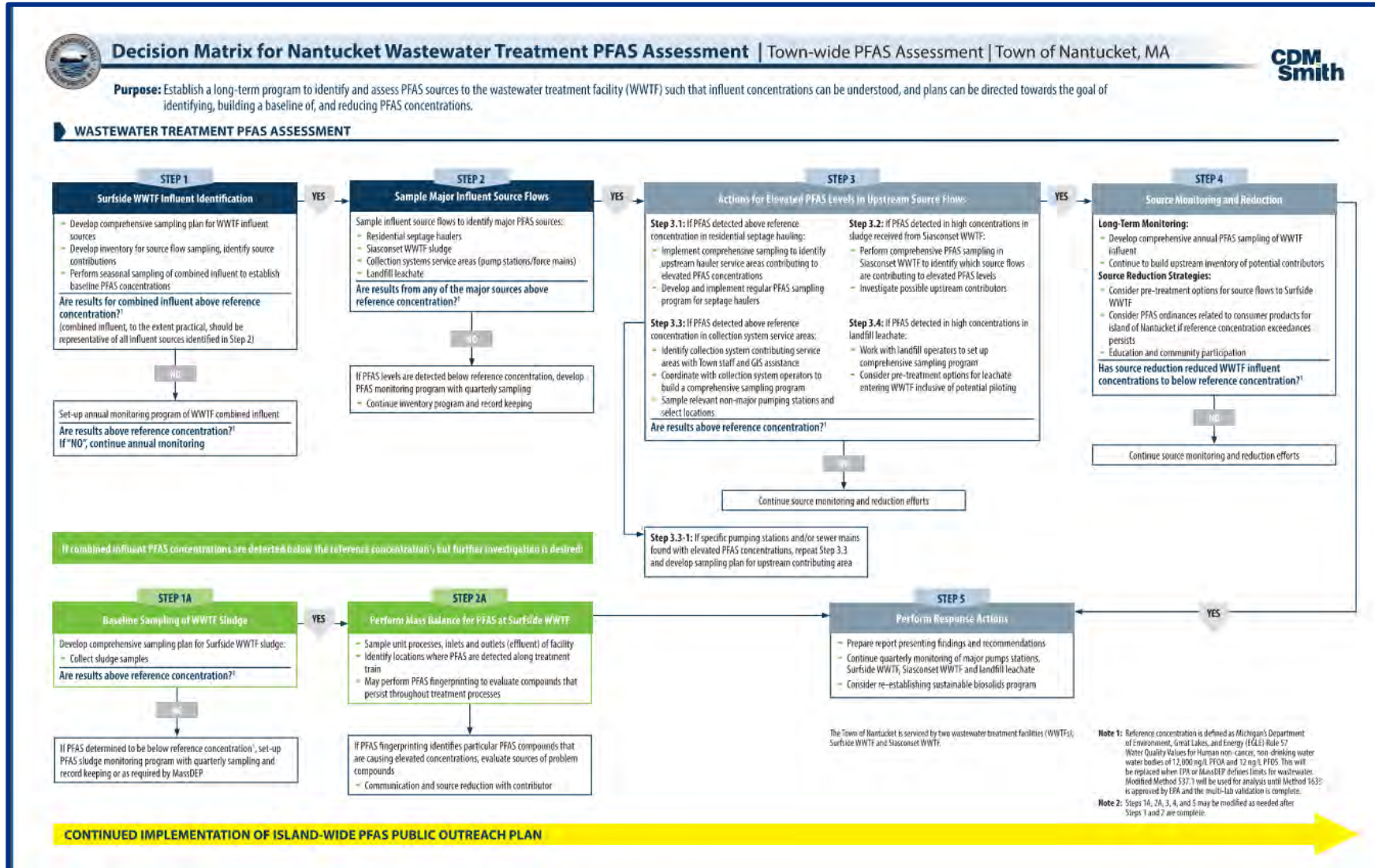
Next Steps – Landfill PFAS Assessment

- Continue PFAS sampling of groundwater and surface water on a semi-annual basis
- Field Investigation to assess nature and extent of PFAS in groundwater at the landfill site
 - Additional monitoring wells
 - Assess potential for PFAS to extend beneath Long Pond
 - Assess any impacts to Madaket Ditch
- Following field investigation, report preparation and further recommendations
- Anticipate 15 to 2 year study



Addressing PFAS in Wastewater

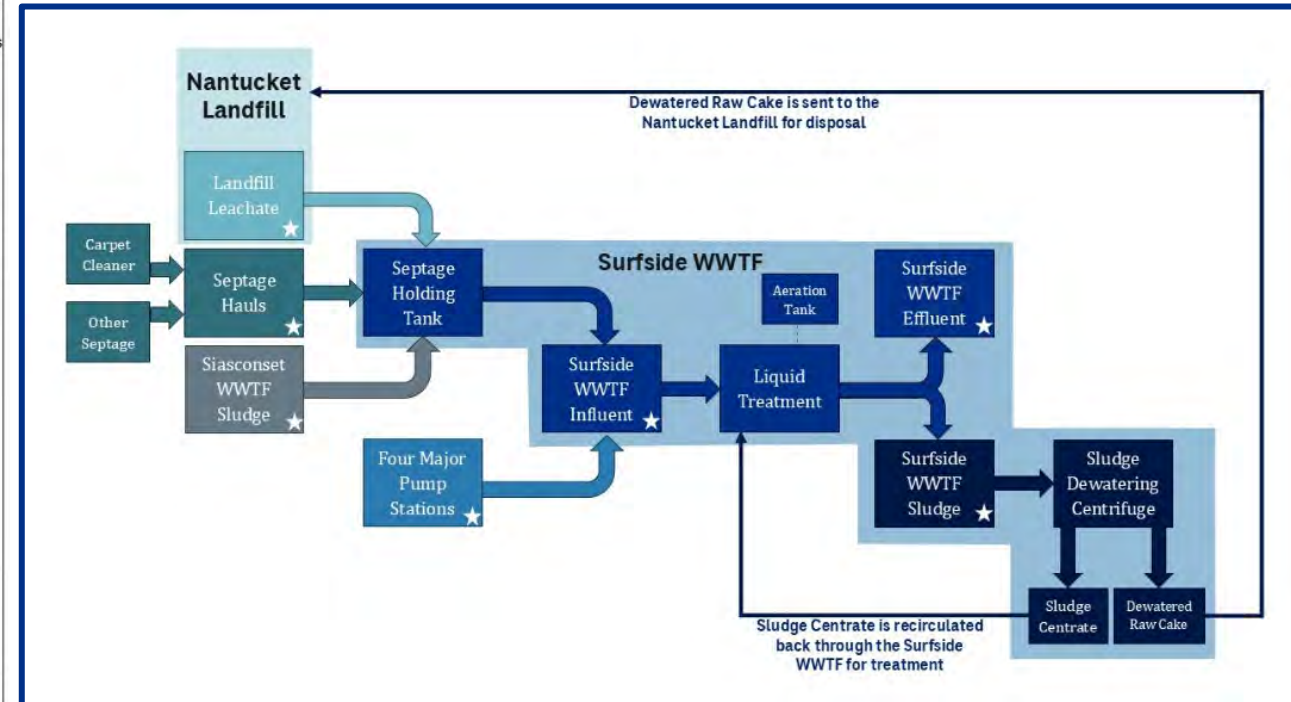
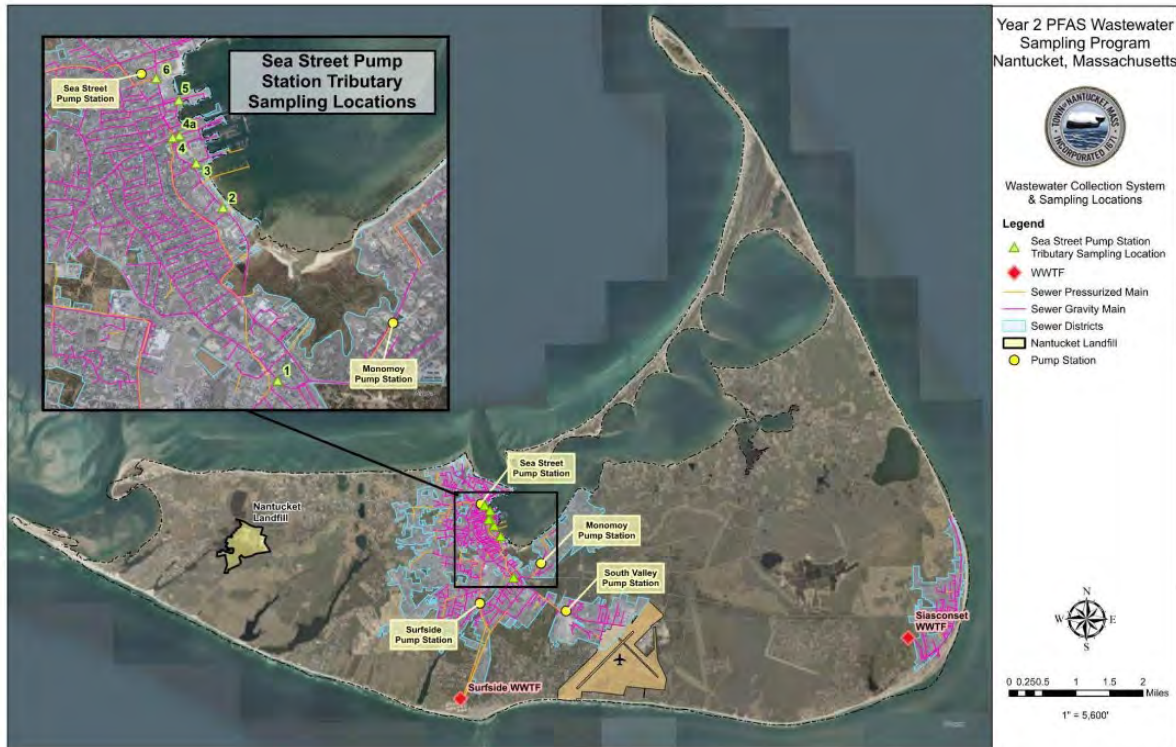
Establishing the approach → Decision Matrix



Addressing PFAS in Wastewater

■ Objectives:

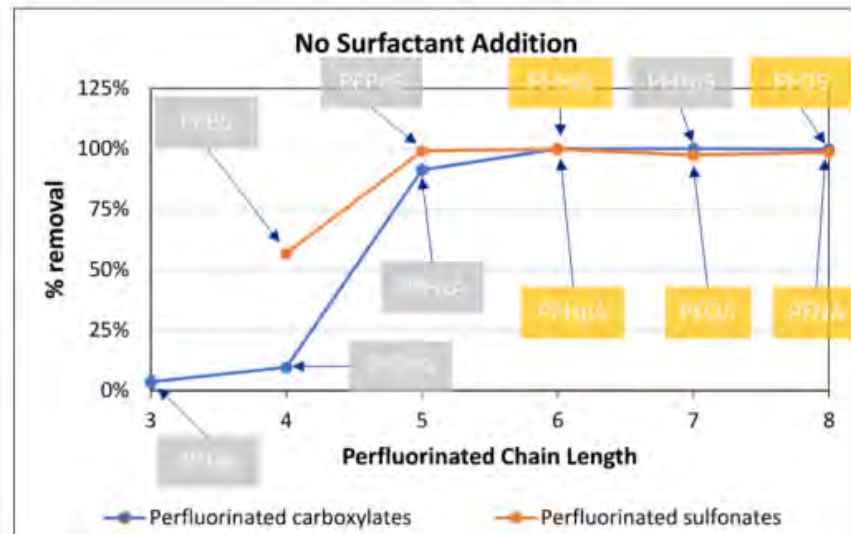
- Identify PFAS sources contributing to the Surfside WWTF
- Understand distribution of PFAS within the WWTF



Addressing PFAS in Wastewater (cont'd)

■ Actions:

- Sampling of sewer collection system to identify sources
- Bench-scale study to assess potential for PFAS removal of aeration tank foam, and assess PFAS presence within the dewatering systems
- Assess Foam Fractionation as a potential means of PFAS removal from landfill leachate



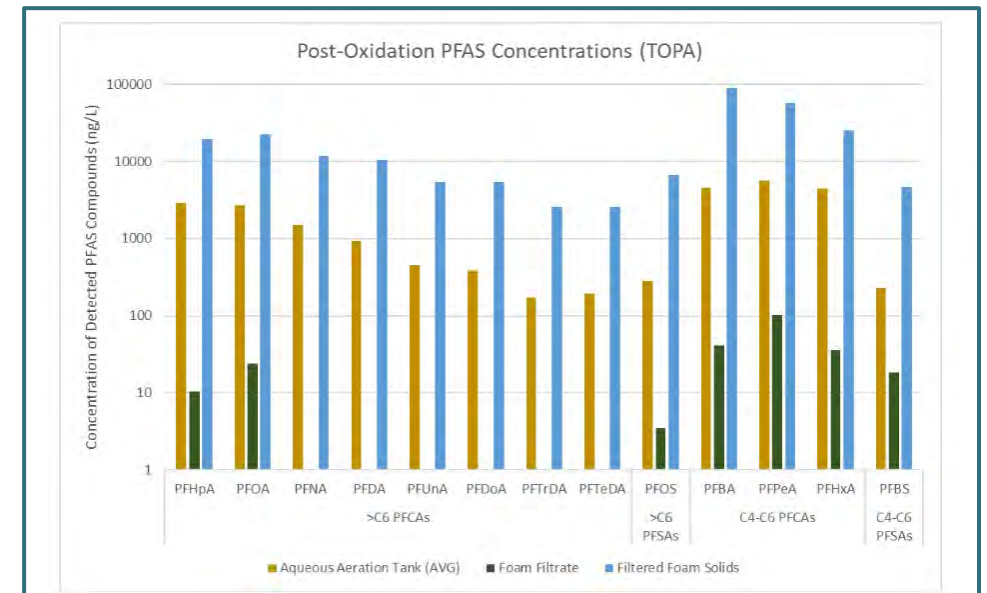
Addressing PFAS in Wastewater (cont'd)

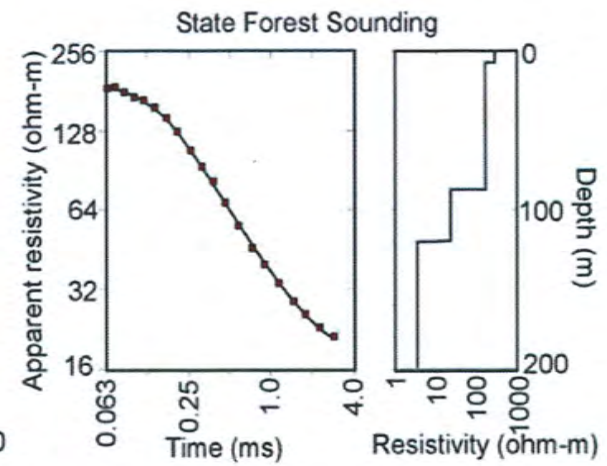
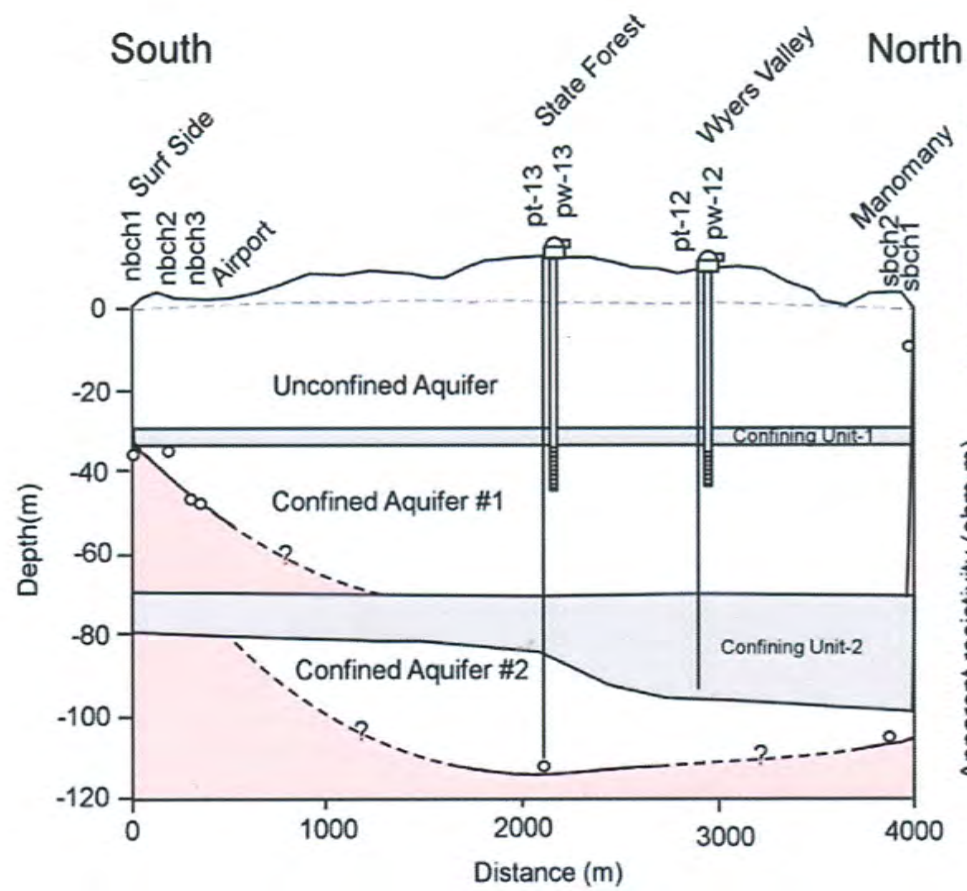
■ Accomplishments:

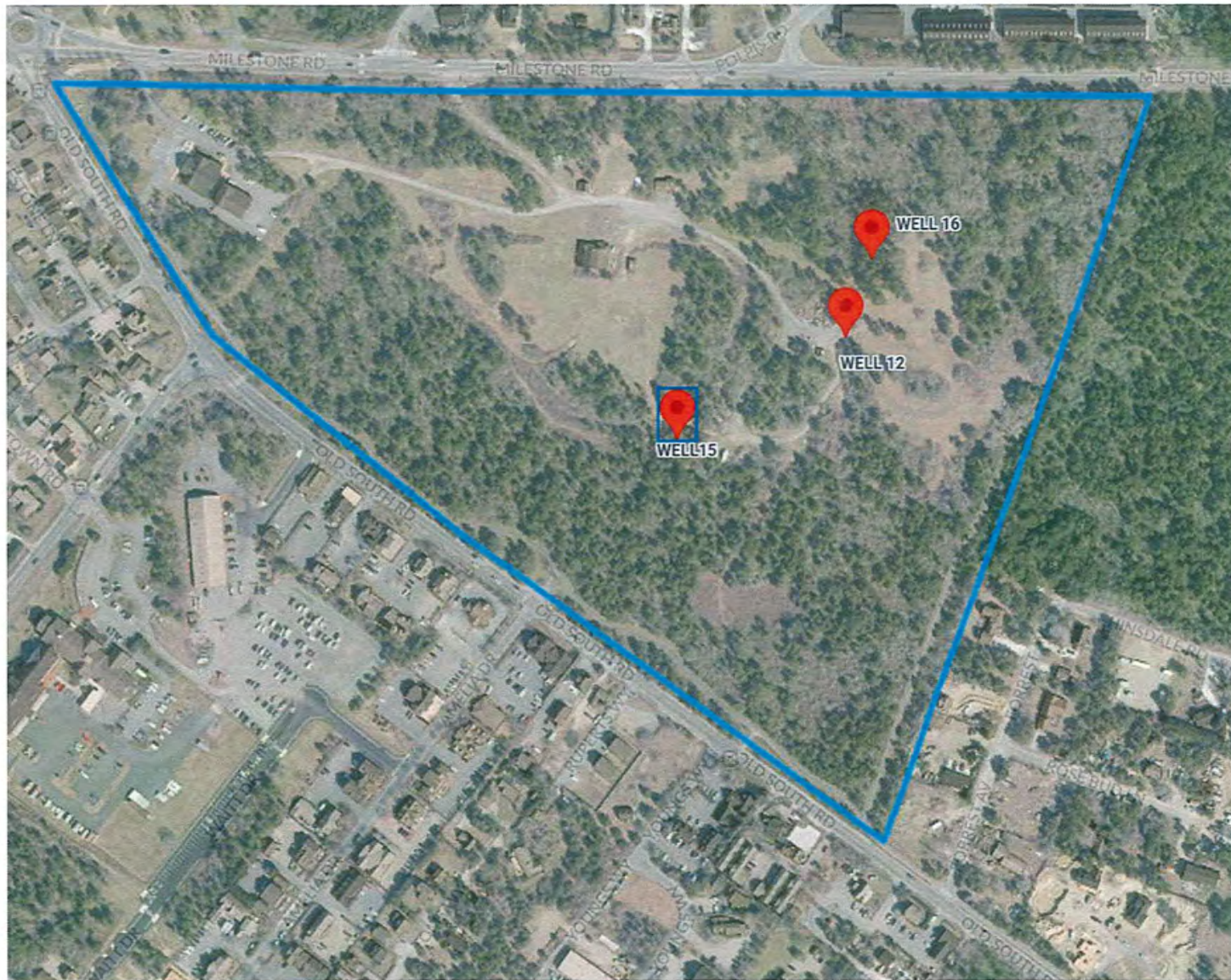
- Year 3 sampling underway
- Establishment of a path forward for source identification and mitigation
- Bench-scale study revealed potential opportunity to treat WWTF dewatering centrate to avoid recirculating PFAS
- Foam fractionation of landfill leachate is viable for long-chain PFAS

■ Next Steps:

- Evaluate technologies by bench-scale and on-site pilot study for PFAS removal from Sludge Centrate
- Move forward with on-site pilot of foam fractionation of landfill leachate
- Continue wastewater sampling to build a database







FY2026 Budget Stories Links

Airport

<https://stories.opengov.com/nantucketma/published/EhL1Jf67l6>

Solid Waste

<https://stories.opengov.com/nantucketma/published/0l3YfDeziN>