

Town and County of Nantucket Select Board • County Commissioners

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



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD MARCH 10, 2025 - 11:00 AM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/QqHAaZeXR4Y>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_cDmJkJOmS66fOreK0DsmRQ

I. CALL TO ORDER

II. LICENSING AND PETITIONS - DEPARTMENTAL REQUESTS

1. Request for Renewal of Seasonal Liquor Licenses.
2. Nantucket Island Chamber of Commerce:
 - a) Request for Approval and Execution of Massachusetts Department of Transportation (MassDOT) Event Notification Form for Daffodil Parade and Sconset Tailgate Picnic to be Held Saturday, April 26, 2025.
 - b) Annual Request for Waiver of Chapter 54(1)(c) (Alcoholic Beverages) of the Code of the Town of Nantucket for Daffodil Festival Tailgate Picnic in Sconset.

III. LICENSING AND PETITIONS - LICENSE HOLDER REQUESTS

1. Request for Approval and Execution of Alcoholic Beverages Control Commission Charity Wine Permits for Nantucket Wine and Food Festival Events for Various Locations to be Held May 20 - May 25, 2025.

IV. LICENSING AND PETITIONS - PUBLIC HEARINGS

1. Public Hearing to Consider Application for New Seasonal Common Victualler with All-Alcoholic Beverages Restaurant License for ACK Fusion Inc. dba Easy Street Restaurant, Milan Basnet, Manager for Premises Located at 31 Easy Street.
2. Public Hearing to Consider Application for New Non-Live Entertainment License for ACK Fusion Inc. dba Easy Street Restaurant, Milan Basnet, Manager for Premises Located at 31 Easy Street.

3. Public Hearing to Consider Application for Transfer of Seasonal Package Store License from High Tide Productions, Inc. dba Current Vintage, Margaret English, Manager to Mor Wine, LLC dba Mor Wine, Edwin M. Claflin, Manager; Change of License Category from Wine and Malt Beverages to All-Alcoholic Beverages; and Change of Location from 4 Easy Street to 16 Federal Street; Request for Determination that the Premises Licensed to Sell Alcoholic Beverages is Not Detrimental to the Spiritual Activities of a Church Pursuant to Section 16C of MGL Chapter 138.

V. ADJOURNMENT



Agenda Item Summary

Agenda Item #	II. 1.
Date	3/10/2025

Staff

Amy Baxter, Licensing Administrator

Subject

License Renewals – Seasonal Liquor

Executive Summary

Acting as the Licensing Authority for the Town of Nantucket, The Select Board must vote to renew existing Liquor Licenses on an Annual Basis – December for Annual Liquor Licenses and March for Seasonal Liquor Licenses. Renewal of existing Licenses allows for the process to begin for Issuing Licenses to operate. A renewal does not automatically issue the License. Each Licensee must take the required steps to comply with State and Local regulations to be issued a 2025 License.

Non-renewals for 2025 (as of March 3, 2025):

1. Foggy Bottom Kitchen, LLC, dba Foggy Nantucket, formerly located at 157 Orange Street with a Seasonal Package Store License, was approved by the Select Board for a change of location to Straight Wharf in June of 2024. The ABCC requested additional information of the applicant and they did not receive a response. The ABCC sent back the application with no action in August of 2024. The applicant has still not responded to Licensing about the status of their business and were told the license would be non-renewed. Please note this Licensee was also in this situation with their former location and did not respond to Licensing until past the required deadline for application. As this is a quota license and the quota is currently full, there will be one available Seasonal Off-Premise license available for application on April 1, 2025.
2. Berkeley Place Restaurant Limited Partnership, dba Grille 23. This license was non-renewed in 2024 but is still showing up as an active license in the ABCC system so we just need to add this again to non-renewal list to have it officially removed.

Additional Notes on Renewals:

1. Current Vintage at Four Easy Street is renewing the existing license so it remains active while the Transfer application is considered by the Select Board on 3-10-25 and if approved, the ABCC.
2. LH Manager Northeast, LLC dba Beachside at Nantucket is also renewing the existing license to allow for a Transfer that will be heard at an April 14th Select Board Hearing.



3. Nantaco ACK, LLC dba Nantaco has publically commented on their plans to NOT open for 2025. They have also advertised selling interest in their license. They were asked to provide an update on their plans prior to the Seasonal Renewal period and they have not yet submitted any information at time of packet submittal. If they wish to renew in order to sell the business they must notify the Town by March 31, 2025 and they will have 6 months in which to open or sell the license. As of October 1, 2025 it will become a 'pocket license.' At that time the Board can hold a hearing to remove the license.

Staff Recommendation

Renewal of all Seasonal Liquor Licenses on the condition that the full renewal process is completed and approved by Licensing; Health; Building; Fire and all required Town and State requirements are met and fees paid. If any Licensee fails to complete the renewal process and is subject to suspension or revocation of license will be scheduled for a Public Hearing before the Select Board.

Licensees legally have the entire month of March to complete ABCC renewal. Therefore any late changes such as a non-renewal or incomplete renewal will be added as an Agenda item in April to update the certification form.

Background/Discussion

1. Click or tap here to enter text. **Alcohol licenses** are entitled to be "automatically renewed" if they are for the same type of license and location. In order to deny renewal for some reason at renewal time, the licensing board cannot simply vote not to renew but needs to provide notice and a hearing. The same rule should apply to add any restrictions that were not on the license this year. In addition, please note that there is a special rule for reducing the hours, i.e., imposing an earlier closing time, for an on-premises pouring license. The statute requires that an on-premises licensee be allowed to serve until 11:00 p.m., but the local licensing authority has discretion to allow it to be open until 2:00 a.m. or sometime between 11 – 2. The licensing authority may impose an earlier closing time, but it must provide a hearing and determine that there is a "public need" for it. The statute specifically states:
 - a. The licensing authority shall not decrease the hours during which sales of such alcohol beverages may be made by a licensee until after a public hearing concerning the public need for such decrease; provided, however, that a licensee affected by any such change shall be given 2 weeks notice of the public hearing.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

N/A



Public Outreach

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

Attachments

Seasonal Liquor License List for 2025 Renewals; ABCC Seasonal Certification Form for Signatures





2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - CLUB		
DBA	LIC #	PREMISES ADDRESS
Great Harbor Swim and Tennis	00193-CL-0762	23 Nobadeer Farm Road
Sankaty Head Beach Club	00041-CL-0762	18 Hoicks Hollow Road
Westmoor Club	00170-CL-0762	10 Westmoor Lane
ON-PREMISE LICENSES - GENERAL-ON-PREMISES		
DBA	LIC #	PREMISES ADDRESS
Flying Minnow	07111-GP-0762	14 Airport Road
PPX Events	04849-GP-0762	7 South Water Street
Siasconset Golf Course	07576-GP-0762	260 Milestone Road
ON-PREMISE LICENSES - HOTEL		
DBA	LIC #	PREMISES ADDRESS
Beachside at Nantucket	07260-HT-0762	30 N. Beach Street
Cliffside Beach Club	00192-HT-0762	46 Jefferson Avenue
Jared Coffin House	00006-HT-0762	29 Broad Street
Le Languedoc	00005-HT-0762	24 Broad Street
The Brant	06891-HT-0762	6 & 8 North Beach Street
White Elephant Residences	00207-HT-0762	19 South Beach Street



2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - RESTAURANT		
DBA	LIC #	PREMISES ADDRESS
American Seasons	00007-RS-0762	80 Centre Street
Bar Yoshi	04843-RS-0762	Old South Wharf
Brant Point Grill	00115-HT-0762	50 Easton Street
Chanticleer	00174-RS-0762	9 New Street, Siasconset
Company of the Cauldron	03285-RS-0762	5 India Street
CRU	00201-RS-0762	49 Straight Wharf
Ethos Nantucket	07481-RS-0762	18 Broad Street
Galley Beach	00026-RS-0762	54 Jefferson Avenue
Lemon Press	04022-RS-0762	41 Main Street
Lobster Trap	00056-RS-0762	23 Washington Street
Millies	00160-RS-0762	326 Madaket Road
Oran Mor Bistro	00152-RS-0762	2 South Beach Street
Rose and Crown	00167-RS-0762	23 South Water Street
Sandbar at Jetties	03248-RS-0762	4 Bathing Beach Road
Ships Inn	00095-HT-0762	13 Fair Street
Slip 14	00138-RS-0762	14 Old South Wharf
Straight Wharf Fish Market	07451-RS-0762	Harbor Square



2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - RESTAURANT		
DBA	LIC #	PREMISES ADDRESS
Straight Wharf Restaurant	00021-RS-0762	6 Harbor Square
Summer House	00179-RS-0762	17 Ocean Ave/1 Magnolia
Summer House Beachside Bistro	00144-RS-0762	16 Ocean Avenue
Surfside	07475-RS-0762	2 Broad Street
The Pearl and Boarding House	07476-RS-0762	12 Federal Street
The Proprietors	00208-RS-0762	9 India Street
The Tavern Restaurant & Gazebo	00049-RS-0762	28 Harbor Square
Ventuno	00020-RS-0762	21 Federal Street
Wauwinet	0057-HT-0762	120 Wauwinet Road
OFF-PREMISE LICENSES - PACKAGE STORE		
DBA	LIC #	PREMISES ADDRESS
167 Raw	89056-PK-0762	167 Hummock Pond Road
Brix	00163-PK-0762	1A Windy Way
Current Vintage	00177-PK-0762	4 Easy Street
Epernay	70767-PK-0762	1 North Beach Street
Harpoon Liquors/Fresh	00187-PK-0762	3 Salem Street
Millies Market	00189-PK-0762	1 Miller's Way
Sconset Bookstore	00075-PK-0762	8 Main Street, Siasconset
The Green Market	90297-PK-0762	4 India Street

SEASONAL RENEWAL CERTIFICATION FOR THE YEAR

CITY/TOWN:

A. SEASONAL LICENSEES WHO FAILED TO RENEW FOR THE UPCOMING YEAR:

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

B. SEASONAL LICENSEES DISAPPROVED BY THE CITY/TOWN FOR THE UPCOMING YEAR

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in the year renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on April 1, . The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities



Agenda Item Summary

Agenda Item #	II. 2. a. & b.
Date	3/10/2025

Staff

Amy Baxter, Licensing Administrator

Subject

2025 Daffodil Festival on Saturday, April 26, 2025.

Executive Summary

The Nantucket Island Chamber of Commerce's Daffodil Festival as celebration of springtime awakening on Nantucket Island has been held annually since 1978. Daffodil Festival activities include Daffodil Antique Car Parade followed by a tailgate picnic in Siasconset Village, and family friendly activities at Children's Beach (Children's Bike Parade, Daffy Hat Parade, and the Daffodil Dog Parade). Daffodil Festival Activities attract over a thousand of visitors and residents to take part in celebration and encourage more economic activity in the shoulder season.

NICC submitted the following requests that need to be reviewed and approved to continue with public assembly permitting:

- Approval and Execution of MassDOT Event Notification Form for Daffodil Parade and Sconset Tailgate Picnic to be Held Saturday, April 26, 2025 required in order to apply for MassDOT Permit to Access State Highway (Milestone Road known as Auto Route M)
- Annual Request for Waiver of Chapter 54(1)(c) of the Code of the Town of Nantucket for Daffodil Festival Tailgate Picnic in Sconset.

Staff Recommendation

Staff recommendation is to approve the above requests and set the following conditions for Public

Assembly Permits for Daffodil Festival Antique Car Parade and Sconset Tailgate Picnic:

- The number of vehicles participating in the parade must be limited to 110 as approved in previous years.
- Adequate emergency medical personnel in attendance, as determined by the Fire Chief, shall be provided at applicant's expense;
- Emergency Action Plan for an outdoor events must be submitted for Fire Department Review;
- Adequate Police Details shall be provided at applicant's expense, parking plan for the parade must be reviewed by NPD;
- Neighborhood / Public communication is required prior to the event to mitigate issues, minimize impacts, and ensure affected neighbors and businesses are aware of the permitted event.



Additional Conditions applied to Sconset Tailgate Picnic:

- The number of Event Staff & Volunteers needs to be increased to improve overall management of the event. Designated Staff should be available to the Town / Public Safety personnel at all times during the event;
- Develop volunteer coordination plan – identify volunteers' roles and responsibilities to be performed during the event. Monitor the event volunteers to ensure that the necessary work is being completed;
- Be clear about the role of the Police Department and enhance communication throughout the event;
- A sufficient number of lavatories, including handicap-accessible lavatories, for persons reasonably expected to attend, as determined by the Health Inspector, shall be provided at applicant's expense;
- All debris and litter remaining from the proposed event shall be removed by the event organizers and the area left clean, waste management plan is required;
- In accordance with Section 97-1(A) of the Town bylaws, commercial sale of merchandise, food, drinks, and other items on Public streets and sidewalks is prohibited;
- Public Outreach informing that NO alcohol sponsorships and NO bars open to the public allowed to be set up by Sconset Picnic hosts.

Background/Discussion

N / A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

N / A

Board/Commission Recommendation

N / A

Public Outreach

N / A

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

N / A

Attachments

MassDOT Event Notification and 2025 Daffodil Parade Route; NICC Letter addressed to SB requesting one-day waiver of Chapter 54 Section 1C; Maps for Downtown and Sconset Street Closures; Daffodil 2025 Event Description



EVENT NOTIFICATION FORM

Date: 2/24/2025

Mary-Joe Perry, District Five Highway Director



MassDOT, Highway Division

270 Main Street, Lenox, MA 02140

Dear Sir:

Please be advised that the Grantee(s) of this Event ^{Nantucket Island Chamber of Commerce} _____ has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) Milestone Road/ Auto Route M in or through the City/Town(s) of Nantucket, MA benefiting Nantucket Island Chamber of Commerce

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

49th Nan. Daffodil Festival Parade Route

Untitled layer

Untitled layer

Directions from 61 Main St,
Nantucket, MA 02554, USA to
Main Street Rotary, Sconset,
Siasconset, MA 02564, USA

A

61 Main St, Nantucket, MA
02554, USA

B

Main Street Rotary, Sconset,
Siasconset, MA 02564, USA

Route:
Top of Main Street, right turn
on Centre Street, right turn on
Broad Street, right turn on
South Water Street, right turn
Up Main Street, left turn on
Orange Street to J.C. Memorial
Rotary, onto Milestone Road
then to Main Street
Siasconset at the Siasconset
Rotary.





Select Board
16 Broad Street
Nantucket, MA 02554

February 24, 2025

2025 Daffodil Festival Tailgate Picnic

The Nantucket Island Chamber of Commerce is applying for a Public Assembly Permit and requests a one-day waiver of Chapter 54 Section 1C for our Annual Daffodil Tailgate Picnic, as we have done since 2010.

The Daffodil Tailgate Picnic is a free event that will take place on Saturday, April 26, 2025 from 12:30pm to 3:00pm in Siasconset, MA. We expect up to 1,000 people to be in attendance. To monitor the area we will have a minimum of two Chamber of Commerce staff and eight volunteer organizers that will be present from 11:00am to 4:00pm. Along with eight to ten State and Local Police Officers to help monitor the area.

We know that a waiver has always been a part of the Public Assembly Permit, but we are still requesting to obtain permission from the Select Board to allow attendees to have an open container or be able to drink an alcoholic beverage on public land (closed off for this event from New Street to the Rotary in 'Sconset). While the Nantucket Island Chamber of Commerce maintains the position that it is generally illegal for alcohol to be consumed on a public roadway, we understand that alcohol is consumed during this particular festive Spring event, and it is our wish that attendees could partake in their celebrations without any worrisome ramifications. A suitable number of volunteers and Police Officers (State and Local) will be on duty in 'Sconset to monitor the crowd control. We fully intend to follow those same procedures this year.

Series of events as follows, the antique cars leave downtown Nantucket by following a Police motorcycle escort to the village of 'Sconset. Upon arriving in 'Sconset the cars are then instructed by Chamber staff to park on the right side of Milestone Road in the grass (vehicle's tailgates facing the road). Once the vehicles are parked, attendees set up their picnics to be judged in our Annual Tailgate Picnic Contest. This event runs until 3:00pm. However, the street remains closed until 4:00pm to give the participants ample time to clean-up and leave without being rushed by staff or volunteers.

Clean-up for this event will take place immediately following the event by the Chamber of Commerce staff and volunteers. We will continue our policy of giving out biodegradable trash bags, provided by ReMain, for people to separate their trash and recyclables.

Thank you,

Bianca M. Brown
Events Manager
bianca@nantucketchamber.org

49th Nantucket Daffodil Festival Event Description and Layout

Saturday, April 26th 2025

The Nantucket Daffodil Festival celebrates springtime on Nantucket! It highlights community togetherness and the value of tradition. The events include our Antique Car Show & Parade, Daffodil Hat Pageant, Daffodil Dog Parade with NiSHA, Children's Bike Parade, and the famous 'Sconset Tailgate Picnic. Below is a rough layout of how each event will commence.

Antique Car Show & Parade

7:00 am – 1:30pm: Main Street is closed from the former Wagner Fountain area to Pacific Club and from the top of Federal St. to India St. Barricades will be needed at Main Street ext., Orange Street, Union Street, Centre Street, Federal Street, and the intersection of Main and South Water Street.

7:00 am – 8:00 am: Barricades placed, Chamber Team, sound team and Don Allen Ford arrive with a flatbed "stage" to set up the event.

8:00 am – 9:00 am: Cars & Motorcycles line up on South Water Street and Broad Street in preparation for antique/ classic vehicle staging.

9:15 am – 10:30 am: Cars and Motorcycles are presented to judges/community and park on Main Street in 5 parallel rows. Volunteers help guide cars accordingly.

10:30 am – 11:40 am: Judges deliberate and award Antique Car Show ribbons and trophies to winners.

11:40 am – 12:00 pm: Patrons return to their vehicles and Cars & Motorcycles prepare to head to Tailgate Picnic in 'Sconset.

12:00 pm: Parade to 'Sconset begins (Centre St., Broad St., S. Water St., Washington St., Union St., Orange St., James Coffin Memorial Rotary, Milestone Rd., Main St., Siasconset).

12:30 pm – 1:30 pm: Main Street cleaned and reopened to traffic.

Siasconset Tailgate Picnic

7:00 am – 4:00 pm Main St. Siasconset Closed from New Street to ‘Sconset Rotary. No Parking tape and stakes installed on New Street the day before.

- Morey Lane Closed at Lily Street.
- McKinley Ave closed at Cottage Ave.
- No thru traffic and parking on one side (Bunker Hill Rd., School St., Chapel St.)
- Changes: **Lily St. will be 2-Way**

8:00 am – 12: 00 pm: Volunteers and staff arrive to set up and monitor parking and picnickers.

8:00 am – 12:00 pm: Portable restrooms, dumpsters, trash and recycling barrels (amount determined by Health Department) set up throughout the length of Main St., Siasconset.

12:45 pm – 1:00 pm: Parade procession arrives in Siasconset.

1:00 pm – 1:30 pm Cars & Motorcycles set up on Main Street from Morey Lane to ‘Sconset Rotary, Bunker Hill Rd. (used for any overflow)

1:30 pm – 3:00 pm ‘Sconset Tailgate Picnic begins

3:00 pm – 4:00 pm Picnic ends, Chamber staff and volunteers clean ‘Sconset.

Children’s Beach Events

8:00am – 2:30pm Children’s Beach is transformed into a family friendly Daffodil themed event space, complete with performances, contests, and giveaways.

8:00 am – 10:00 am Staff and volunteers set up at Children's Beach. Portable restrooms delivered.

10:00 am – 1:30 pm: Children’s Beach activities begin

- 10:00 am – 10:35 am: Daffodil Hat Pageant

- 10:35 am – 11:00 am: Daffodil Children's Bike Parade
- 11:00 am – 11:30 am: Visit with The Black Dog Nantucket/ Giveaways (TBA)
- 11:30 am – 12:00 pm: NanPuppets Performance (TBA)
- 12:30 pm – 1:30 pm: Dog Parade with NiSHA
- Other Activities TBA

1:30 pm – 2:30 pm: Event ends, Chamber staff and volunteers clean Children's Beach.

Expected Needs:

10 – 15 staff and volunteers for Main Street Antique Car Show and Parade set-up in addition to 5 Judges and 1-2 MC's

5- 10 staff and volunteers for Children's Beach Events and 3 judges per event (Hat Pageant, Dog Parade (NiSHA handles their judges) and an MC for the event.

10 – 15 staff and volunteers for 'Sconset Tailgate Picnic and 3 judges for Best Tailgate and Traditional Picnic.



Agenda Item Summary

Agenda Item #	III. 1.
Date	3/10/2025

Staff

Amy Baxter, Licensing Administrator

Subject

2025 Nantucket Wine and Food Festival; ABCC Charity Wine Fundraising Pouring Licenses

Executive Summary

Each year the Nantucket Wine and Food Festival must apply for an ABCC Charity Fundraising License. There are 2 types of Charity Wine Fundraising Licenses: Charity Wine Auction License and Charity Wine Pouring License. Only a qualifying charity can obtain these licenses, which allow for the sale and consumption of **DONATED WINE ONLY**. The location of an event with these licenses is limited to an on-premises licensed establishment or the qualifying charity's headquarters or usual place of business (if zoned for wine sales).

If the event is hosted at a facility that holds an on-premises (§12) license, a letter from that licensee acknowledging the receipt of donated wine for the event is required.

A qualifying charity is:

- a. a Non-Profit Corporation organized in Massachusetts, and
- b. Currently registered with the Massachusetts Office of the Attorney General's, Public Charities Division.

Staff Recommendation

Select Board approval required for each location and licenses issued by ABCC. Each application is complete and all locations are active Section 12 Licenses. See attached descriptions and event lists for a summary. Locations:

Nantucket Hotel

Nantucket Inn

American Seasons

Straight Wharf Restaurant

Please note this is not a request for Town of Nantucket event permits. A Public Assembly permit for events at Bartlett's Farm was previously approved by the Select Board in October 2024. Any unlicensed locations will require a one-day pouring permit to serve alcohol.



Background/Discussion

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

N / A

Board/Commission Recommendation

N / A

Public Outreach

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

N / A

Attachments

ABCC Certification Forms; Event Licensee Letters





THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2222
www.mass.gov 

Certificate of Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Non-Profit Organizations/Public Charities Division of the Massachusetts Attorney General's Office. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

- **Name of the Organization:** NANTUCKET WINE & FOOD FESTIVAL CHARITABLE FOUNDATION, INC.
- **Certificate End Date:** 5/15/2025
- **AGO Charity Number:** 054635
- **Charity Address:** 12 Maclean Lane, Nantucket, Massachusetts , 02554



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

February 25, 2025

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

THE NANTUCKET WINE & FOOD FESTIVAL CHARITABLE FOUNDATION, INC.

is a domestic corporation organized on **October 25, 2012**.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



Processed By BOD

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

NANTUCKET

City /Town

00021-RS-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee

DBA

Street Address

Zip Code

Manager

Granted under
Special Legislation? Yes ☐ No ☒

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter

of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date

Time

Advertised Yes ☐ No ☒ Date Published

Publication

Abutters Notified: Yes ☐ No ☒ Date of Notice

Date APPROVED by LLA

Decision of the LLA

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



February 25, 2025

Nantucket Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Members of the Board:

Nantucket Wine & Food Festival Charitable Foundation and the Straight Wharf Restaurant are joint applicants for a temporary license for the sale of wine to be consumed on the premises of the Straight Wharf Restaurant pursuant to Section 4 of Chapter 450 of the Acts of 1998. This application is being made with regard to seminars and events scheduled to be held at the Straight Wharf Restaurant on May 15, 2025.

Our co-applicant, the Straight Wharf Restaurant, holds a license pursuant to M.G.L.c.138, sect. 12 for the sale of alcoholic beverages to be consumed on its premises.

The purpose of these events is to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned for the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for seminars and events to be held at the Straight Wharf Restaurant on May 15, 2025.

Thank you for considering this request.

Sincerely,

Nancy Bean
Executive Director,
Nantucket Wine & Food Festival

STRAIGHT WHARF RESTAURANT

508.228.4499
6 harbor sq
nantucket ma
02554

gabrielfrasca@gmail.com

February 26, 2025
Nantucket Board of Selectmen Local Licensing Authority
16 Broad Street
Nantucket, MA 02554

Members of the Board:

This letter is to confirm and support the joint application of Nantucket Wine & Food Festival Charitable Foundation and Straight Wharf Restaurant for a temporary license for the sale of wine to be consumed on the premises of Straight Wharf Restaurant pursuant to Section 4 of Chapter 450 of the Acts of 1998.

This application is being made with regards to the educational seminars and special events, scheduled to be held at Straight Wharf Restaurant on May 16, 2025, to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned as part of the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events also attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for the Nantucket Wine & Food Festival Charitable Foundation.

Thank you for your consideration of this request.

Sincerely,
Gabriel Frasca



Chef/Owner
Straight Wharf Restaurant, Nantucket

EVENT**Thursday May 15, 2025**

French Country Luncheon

50 people

WINERY

Perrier Jouet

Domaine du Cellier aux Moines

Château d'Esclans Rosé

Château de Pommard

Château Angelus

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

Print Form

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

**APPLICATION SHOULD BE APPROVED BY THE LOCAL LICENSING AUTHORITY BEFORE IT IS SENT
TO THE ABCC.**

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

CHARITY NAME:

The Nantucket Wine & Food Festival Charitable Foundation, INC

ADDRESS:

12 Maclean Lane

CITY/TOWN:

Nantucket

STATE MA

ZIP CODE

02554

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Change of Hours
☐ Change of DBA
☒ Charity Wine License

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE COMPLETED APPLICATION, AND SUPPORTING
DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150**

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

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Nantucket Wine & Food Festival Charitable Fo						
Contact Person	Nancy Bean						
Address of Applicant:	12 Maclean Lane	City/Town:	Nantucket	State	MA	Zip Code	02554
Phone Number:	6177555523	Fax Number:	6305979473				

NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth
2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)

2. Type of License Requested:

☐ Charity Wine Pouring License	☐ Charity Wine Auction License	☒ Charity Wine Partnership License
---	---	--

***Donated Wine Only**

3. Event Information:

Date(s) of Event:	May 15, 2025		
-------------------	--------------	--	--

These events are only permitted at one of the locations specified below. Please check the one that applies.

☐ Address of Applicant's Corporate Headquarters:	
☐ Address of Applicant's Usual Place of Business:	
☒ Address of Licensee:	6 Harbor Square Nantucket MA 02554

Name of Licensee :	Straight Wharf Restaurant	ABCC License #	
--------------------	---------------------------	----------------	--

***Attach letter of consent from Licensee**

Describe Area to be Licensed:

Dining room of the restaurant

If additional space is needed, please use the last page

4. Who Donated Wine:

Name	Donated
Please see attached	

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature:

Nancy Bean

Date

February 28, 2025



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

NANTUCKET

City /Town

00202-RS-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	Nantucket Wine & Food Festival Charitable Foundation	DBA	Nantucket Wine and Food Festival
Street Address	12 Maclean Lane, Nantucket MA		Zip Code 02554
Manager	Nancy Bean		
Charity Wine Permit		Wines	Granted under Special Legislation? Yes ☐ No ☒ If Yes, Chapter of the Acts of (year)
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	

DESCRIPTION OF PREMISES

Complete description of the licensed premises

The Restaurant at Easton Street, LLC 00202-RS-0762

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	03/03/2025	Time	4:52 PM	
Advertised	Yes ☐ No ☒	Date Published		Publication	
Abutters Notified:	Yes ☐ No ☒	Date of Notice			
Date APPROVED by LLA	03/10/2025	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)	Seminar and Events May 14-18, 2025				
For Transfers ONLY:					
Seller License Number:		Seller Name:			

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



February 25, 2025

Nantucket Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Members of the Board:

Nantucket Wine & Food Festival Charitable Foundation and the Nantucket Hotel are joint applicants for a temporary license for the sale of wine to be consumed on the premises of the Nantucket Hotel pursuant to Section 4 of Chapter 450 of the Acts of 1998. This application is being made with regard to seminars and events scheduled to be held at the Nantucket Hotel May 14-18, 2025.

Our co-applicant, the Nantucket Hotel, holds a license pursuant to M.G.L.c.138, sect. 12 for the sale of alcoholic beverages to be consumed on its premises.

The purpose of these events is to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned for the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for seminars and events to be held at the Nantucket Hotel on May 14-18, 2025.

Thank you for considering this request.

Sincerely,

Nancy Bean
Executive Director,
Nantucket Wine & Food Festival



December 10, 2024
Nantucket Board of Selectmen Local Licensing Authority
16 Broad Street
Nantucket, MA 02554

Members of the Board:

This letter is to confirm and support the joint application of Nantucket Wine & Food Festival Charitable Foundation and The Nantucket Hotel & Resort for a temporary license for the sale of wine to be consumed on the premises of The Nantucket Hotel & Resort pursuant to Section 4 of Chapter 450 of the Acts of 1998.

This application is being made with regard to the educational seminars and special events, scheduled to be held at The Nantucket Hotel & Resort from May 14-18, 2025, to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned as part of the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events also attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for the Nantucket Wine & Food Festival Charitable Foundation.

Thank you for your consideration of this request.

Sincerely,

Mark Snider
Owner
The Nantucket Hotel & Resort

EVENT**Wednesday May 14, 2025**

Welcome Reception 5PM-8PM

WINERY

Ca' del Bosco

Vokel Cellars

Château d'Esclans

Donelan Family Wines

Flanagan

Opus One

Fleur de Miraval

Clos Solene

Thursday May 15, 2025 Seminars**Rose Seminar**

Garrus

Les Clans

Chateau Esclans Estate

Champagne Seminar

Taittinger Champagne

Friday Seminars May 16, 2025**Oysters & Wine**

Taittinger Champagne

El Enemigo

J. Lohr

Mayer am Pfarrplatz

Mt. Beautiful

VIK

Vokel Cellars

French Bloom

Cheese & Wine

Ca' del Bosco

Domaine Mont Bessay

Mayer am Pfarrplatz

Royal Tokaji

Viajur Winery

Bideona

Caviar, Oysters & Bubbles

Ca' del Bosco

Champagne Charles Heidsieck

Champagne Pol Roger

Digby Fine English

Fleur de Miraval

Frank Family Vineyards

Hattingley Valley
Veuve Fourny & Fils
Perrier Jouet

Saturday May 17, 2025 Seminars

Rose Brunch

Miraval
AIX
Gerard Bertrand

Women's Empowerment Seminar

Hattingley Valley Wine
J Lohr Vineyards & Wine

Sunday May 18, 2025 Event

Jazz Brunch

Tito's Handmade Vodka
Lallier Champagne
AIX Rosé

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

Print Form

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

**APPLICATION SHOULD BE APPROVED BY THE LOCAL LICENSING AUTHORITY BEFORE IT IS SENT
TO THE ABCC.**

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

CHARITY NAME:

Nantucket Wine & Food Festival Charitable Foundation, INC

ADDRESS:

12 Maclean Lane

CITY/TOWN:

Nantucket

STATE

MA

ZIP CODE

02554

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Change of Hours
☐ Change of DBA
☒ Charity Wine License

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE COMPLETED APPLICATION, AND SUPPORTING
DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150**

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

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Nantucket Wine & Food Festival Charitable Fo				
Contact Person	Nancy Bean				
Address of Applicant:	12 Maclean Lane	City/Town:	Nantucket	State	MA
		Zip Code	02554		
Phone Number:	6717555523	Fax Number:	6305979473		
NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth 2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)					

2. Type of License Requested:

☐ Charity Wine Pouring License	☐ Charity Wine Auction License	☒ Charity Wine Partnership License
*Donated Wine Only		

3. Event Information:

Date(s) of Event:	May 14-18, 2025		
These events are only permitted at one of the locations specified below. Please check the one that applies.			
☐ Address of Applicant's Corporate Headquarters: 			
☐ Address of Applicant's Usual Place of Business: 			
☒ Address of Licensee: Nantucket Hotel & Resort 77 Easton St Nantucket MA 02554			
Name of Licensee :	Nantucket Hotel & Resort	ABCC License #	00202-HT-0762
<u>*Attach letter of consent from Licensee</u>			
Describe Area to be Licensed: Nantucket Hotel Ballroom and Restaurant			
If additional space is needed, please use the last page			

4. Who Donated Wine:

Name	Donated
Please see attached	

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature:

Nancy Bean

Date

February 28, 2025



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

NANTUCKET

City /Town

00007-RS-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	Nantucket Wine & Food Festival Charitable Foundation	DBA	Nantucket Wine and Food Festival
Street Address	12 Maclean Lane, Nantucket MA		Zip Code 02554
Manager	Nancy Bean		
Charity Wine Permit		Wines	
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	

Granted under Special Legislation? Yes ☐ No ☒
If Yes, Chapter
of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

ACK Bee and Thistle, LLC 00007-RS-0762

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	03/03/2025	Time	4:52 PM	
Advertised	Yes ☐ No ☒	Date Published		Publication	
Abutters Notified:	Yes ☐ No ☒	Date of Notice			
Date APPROVED by LLA	03/10/2025	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)	Seminar May 16, 2025				
For Transfers ONLY:					
Seller License Number:		Seller Name:			

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



February 25, 2025

Nantucket Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Members of the Board:

Nantucket Wine & Food Festival Charitable Foundation and American Seasons Restaurant are joint applicants for a temporary license for the sale of wine to be consumed on the premises of American Seasons Restaurant pursuant to Section 4 of Chapter 450 of the Acts of 1998. This application is being made with regard to seminars and events scheduled to be held at American Seasons Restaurant on May 16, 2025.

Our co-applicant, American Seasons Restaurant, holds a license pursuant to M.G.L.c.138, sect. 12 for the sale of alcoholic beverages to be consumed on its premises.

The purpose of these events is to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned for the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for seminars and events to be held at American Seasons Restaurant on May 16, 2025.

Thank you for considering this request.

Sincerely,

Nancy Bean
Executive Director,
Nantucket Wine & Food Festival

EVENT	WINERY	MA DISTRIBUTOR
Friday May 16, 2025	Fleur di Miraval	Classic
Bordeaux Luncheon	Château Cos d'Estournel	Martignetti
	Château Troplong Mondot	Martignetti
	Château Lagrange	Martignetti

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

Print Form

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

**APPLICATION SHOULD BE APPROVED BY THE LOCAL LICENSING AUTHORITY BEFORE IT IS SENT
TO THE ABCC.**

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

CHARITY NAME:

Nantucket Wine & Food Festival Charitable Foundation, INC

ADDRESS:

12 Maclean Lane

CITY/TOWN:

Nantucket

STATE

MA

ZIP CODE

02554

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Change of Hours
☐ Change of DBA
☒ Charity Wine License

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE COMPLETED APPLICATION, AND SUPPORTING
DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150**

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

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Nantucket Wine & Food Festival Charitable Found						
Contact Person	Nancy Bean						
Address of Applicant:	12 Maclean Lane	City/Town:	Nantucket	State	MA	Zip Code	02554
Phone Number:	6175555523	Fax Number:	6305979473				
NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth 2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)							

2. Type of License Requested:

☐ Charity Wine Pouring License	☐ Charity Wine Auction License	☒ Charity Wine Partnership License
*Donated Wine Only		

3. Event Information:

Date(s) of Event:	May 16, 2025		
These events are only permitted at one of the locations specified below. Please check the one that applies.			
☐	Address of Applicant's Corporate Headquarters: 		
☐	Address of Applicant's Usual Place of Business: 		
☒	Address of Licensee: 80 Centre St Nantucket, MA 02554		
Name of Licensee :	American Seasons	ABCC License #	
		<u>*Attach letter of consent from Licensee</u>	
Describe Area to be Licensed: The full dining room and bar of the restaurant			
If additional space is needed, please use the last page			

4. Who Donated Wine:

Name	Donated
Please see attached	

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature:

Nancy Bean

Date

February 28, 2025



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

NANTUCKET

City /Town

06958-RS-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	Nantucket Wine & Food Festival Charitable Foundation	DBA	Nantucket Wine and Food Festival
Street Address	12 Maclean Lane, Nantucket MA		Zip Code 02554
Manager	Nancy Bean		
Charity Wine Permit		Wines	
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	
			Granted under Special Legislation? Yes ☐ No ☒
			If Yes, Chapter
			of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

VTT Nantucket Inn, LLC 06958-RS-0762

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	03/03/2025	Time	4:52 PM	
Advertised	Yes ☐ No ☒	Date Published		Publication	
Abutters Notified:	Yes ☐ No ☒	Date of Notice			
Date APPROVED by LLA	03/10/2025	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)	Seminar May 16, 2025				
For Transfers ONLY:					
Seller License Number:		Seller Name:			

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



February 25, 2025

Nantucket Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Members of the Board:

Nantucket Wine & Food Festival Charitable Foundation and the Nantucket Inn are joint applicants for a temporary license for the sale of wine to be consumed on the premises of the Nantucket Inn pursuant to Section 4 of Chapter 450 of the Acts of 1998. This application is being made with regard to seminars and events scheduled to be held at the Nantucket Inn May 16, 2025.

Our co-applicant, the Nantucket Inn, holds a license pursuant to M.G.L.c.138, sect. 12 for the sale of alcoholic beverages to be consumed on its premises.

The purpose of these events is to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned for the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for seminars and events to be held at the Nantucket Inn on May 16, 2025.

Thank you for considering this request.

Sincerely,

Nancy Bean
Executive Director,
Nantucket Wine & Food Festival



THE NANTUCKET INN

BY THE BEACH

February 28, 2025

Nantucket Board of Selectmen Local Licensing Authority
16 Broad Street
Nantucket, MA 02554

Members of the Board:

This letter is to confirm and support the joint application of Nantucket Wine & Food Festival Charitable Foundation and The Nantucket Inn for a temporary license for the sale of wine to be consumed on the premises of The Nantucket Inn pursuant to Section 4 of Chapter 450 of the Acts of 1998.

This application is being made with regard to the educational seminars and special events, scheduled to be held at The Nantucket Inn on May 16, 2025, to raise funds to support the charitable purposes of Nantucket Wine & Food Festival Charitable Foundation. These events and others planned as part of the 2025 Nantucket Wine & Food Festival are vital to raise much-needed revenue for charities serving the Nantucket Island community. As you know, the Nantucket Wine & Food Festival events also attract many visitors and provide much-needed revenue to the Nantucket business community.

We respectfully request your approval of the temporary license for the Nantucket Wine & Food Festival Charitable Foundation.

Thank you for your consideration of this request.

Sincerely,

Shane Mobley
Wedding & Event Sales Manager
The Nantucket Inn

EVENT	WINERY	MA DISTRIBUTOR
Friday May 16, 2025 Events		
Oregon Lunch	Argyle Ken Wright Cellars Hamilton Russell Oregon Eila Wines Lingua Franca Prince Hill Vineyards	MSWalker Carolina Martignetti
Pinot Seminar	Château de Pommard (Burgundy, FR) Hamilton Russell (Willamette Valley, Oregon) Patz & Hall (Sonoma, CA) Mt. Beautiful (New Zealand) Donelan Family Wines (Sonoma, CA) Williams Selyem (Sonoma, CA) Heirloom Vineyards (S. Australia)	Carolina MSWalker United Vine St Imports
Battle of the Cabs Dinner	Perrier Jouet Alpha Omega Carpineto Clos du Val Flanagan Wines Groth Vineyards & Winery Lerner Projet Sinegal Estate Winery Vineyard 29 VIK Silver Oak Spottswoode	Ruby Martignetti Martignetti United Hogshead Ruby Southern Glazer's Martignetti Martignetti Classic Carolina Martignetti

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

Print Form

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

**APPLICATION SHOULD BE APPROVED BY THE LOCAL LICENSING AUTHORITY BEFORE IT IS SENT
TO THE ABCC.**

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

CHARITY NAME:

Nantucket Wine & Food Festival Charitable Foundation, INC

ADDRESS:

12 Maclean Lane

CITY/TOWN:

Nantucket

STATE

MA

ZIP CODE

02554

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Change of Hours
☐ Change of DBA
☒ Charity Wine License

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE COMPLETED APPLICATION, AND SUPPORTING
DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150**

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

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Nantucket Wine & Food Festival Charitable Fo						
Contact Person	Nancy Bean						
Address of Applicant:	12 Maclean Lane	City/Town:	Nantucket	State	MA	Zip Code	02554
Phone Number:	6175555523	Fax Number:	6305979473				

NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth
2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)

2. Type of License Requested:

☐ Charity Wine Pouring License	☐ Charity Wine Auction License	☒ Charity Wine Partnership License
---	---	--

***Donated Wine Only**

3. Event Information:

Date(s) of Event:	May 16, 2025		
-------------------	--------------	--	--

These events are only permitted at one of the locations specified below. Please check the one that applies.

☐ Address of Applicant's Corporate Headquarters:	
☐ Address of Applicant's Usual Place of Business:	
☒ Address of Licensee:	Nantucket Inn 1 Miller Lane Nantucket MA 02554

Name of Licensee :	Nantucket Inn	ABCC License #	06958-HT-0762
--------------------	---------------	----------------	---------------

***Attach letter of consent from Licensee**

Describe Area to be Licensed:

The Ballroom on the second floor of the hotel and the lobby/lounge on the first floor.

If additional space is needed, please use the last page

4. Who Donated Wine:

Name	Donated
Please see attached	

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature:

Date



Agenda Item Summary

Agenda Item #	IV. 1 & 2
Date	3/10/2025

Staff

Amy Baxter, Licensing Administrator

Subject

New Seasonal Restaurant All Alcoholic Beverages Liquor License Application – ACK Fusion, Inc. dba Easy Street Restaurant, 31 Easy Street, Milan Basnet, Manager.

Executive Summary

The Applicant seeks a NEW Annual Liquor License and Non-Live Entertainment License for the operation of Easy Street Restaurant, 31 Easy Street.

The location was previously licensed for liquor service for multiple restaurants more than 10 years ago. Recently it has been a retail operation or has been vacant. A permit for Change of Use is attached to application.

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- There have been several Liquor Licenses issued to this location more than 10 years ago.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	5
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	46
Seasonal On-Premise Licenses:	44

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

- No public comments were received by Licensing as of 3-3-25.

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

- Not a new location.



The sort of operation that carries the license and reputation of the applicant

Background/Discussion

DBA: Please note the original DBA for the restaurant was submitted as “ACK Fusion.” The applicant amended the dba to “Easy Street Restaurant” after the Public Notice was advertised.

License Manager Requirements: Please note the requirements for a License Manager to be a US Citizen have been expanded to include a “Qualified alien under the Immigration and Nationality Act..” ABCC Advisory attached. The applicant qualifies under this new Act and has submitted a Green Card.

Planning Board Review: Please note the Planning Board application included in this packet. The Owner of the property is going to the Planning Board on March 10, 2025 – following this Licensing Hearing. As we have in other cases, the Licensing review is happening while other boards are considering conditions for the property – in this case occupancy and Change of Use among other items.

The Select Board may review and approve a license on a conditional basis. The condition being the applicant complete all Board/Departmental reviews and inspections before any license is issued. In this case the decisions and conditions of those Boards would stand unless another hearing is requested or required for Select Board to review those conditions and possibly place stricter conditions on the license.

If the Board feels they need more information or wish to wait until those reviews are completed to render a decision, then the hearing should be continued or put on hold until that process is complete.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

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

Attachments

New Liquor License ABCC Application; ABCC Summary Form; Town of Nantucket New License Application; Draft Liquor License; Draft Entertainment License; ABCC Advisory on License Managers





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	ACK Fusion, Inc	DBA	Easy Street Restaurant
Street Address	31 Easy Street, Nantucket, MA		Zip Code 02554
Manager	Milan Basnet		Granted under Special Legislation? Yes ☐ No ☒
\$12 Restaurant	Seasonal	All Alcoholic Beverages	If Yes, Chapter
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

Premises has total of 2 floors plus outdoor patio. First floor has dining room, bar, kitchen, walk-in cooler and 2 bathrooms. Second floor has dining room and storage.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	02-21-25	Time:		
Advertised:	Yes ☒ No ☐	Date Published:	02-27-25	Publication:	Inquirer and Mirror
Abutters Notified:	Yes ☒ No ☐	Date of Notice:	02-27-25		
Date APPROVED by LLA	03-10-25	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)					
For Transfers ONLY:					
Seller License Number:		Seller Name:			

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

PUBLIC NOTICE

The Select Board will hold a public hearing on Monday, March 10, 2025 at 11:00 AM to hear the application for a New Seasonal Common Victualler with All Alcoholic Beverages Restaurant License and Non-Live Entertainment License for Ack Fusion, Inc. dba Ack Fusion, 31 Easy Street, Nantucket, MA 02554, Milan Basnet, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

LICENSE TBD-RS-0762

LICENSE FEE: \$3,900.00

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

TO BE CONSUMED ON THE PREMISES

BUSINESS: **ACK Fusion, Inc.**

DBA: **EASY STREET RESTAURANT**

PREMISES: **31 Easy Street**
Nantucket, MA 02554

MANAGER: **Milan Basnet**

ON PREMISES DESCRIBED AS:

Premises has total of 2 floors plus outdoor patio. First floor has dining room, bar, kitchen, walk-in cooler and 2 bathrooms. Second floor has dining room and storage.

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature on this xx day of xx 202x.

Chair, Select Board

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

**Unless earlier suspended, cancelled, or revoked*

LICENSE FEE: **\$100.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
NON-LIVE ENTERTAINMENT LICENSE
► SEVEN DAYS ◀

BUSINESS: **ACK Fusion, Inc.**

DBA: **EASY STREET RESTAURANT**

PREMISES: **31 Easy Street**
Nantucket, MA 02554

MANAGER: **Milan Basnet**

ON PREMISES DESCRIBED AS:

**First and Second Floor Interior Dining Rooms. Outdoor
Patios.**

Approved Entertainment:

- **PRE-RECORDED/STREAMING
BACKGROUND MUSIC**
- **TELEVISION**

Conditions of License:

- **INTERIOR HOURS: 8:00 am to 1:00 am;**
7 Days

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of Section 183A, Chapter 140 of the Massachusetts General Laws, and any rules or regulations made thereunder by the licensing authorities.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature on this xx day of xx 202x.

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 202z

**Unless earlier suspended, cancelled, or revoked*

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



Jean M. Lorizio, Esq.
Chairman

***Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150***

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING CHANGES TO M.G.L. c. 138, § 26- RETAIL LICENSE MANAGERS**

On November 20, 2024, Governor Maura Healey signed (in part) “An Act Relative to Strengthening Massachusetts’ Economic Leadership” that made changes to M.G.L. c. 138, § 26 which now allows “qualified alien(s) under the Immigration and Nationality Act, 8 U.S.C. 1101” to become alcohol license managers pursuant to the Massachusetts Liquor Control Act. The text of the bill can be found [HERE](#).

Local Boards may now approve a license manager who is either a United States citizen or a “qualified alien under the Immigration and Nationality Act, 8 U.S.C. 1101.” If a proposed license manager is not a United States citizen, they must provide documentation from the United States federal government evidencing they are a “qualified alien under the Immigration and Nationality Act, 8 U.S.C. 1101.” Acceptable documentation includes but is not limited to a Permanent Resident Card “Green Card,” or Employment Authorization Document.

The law also authorizes sole proprietors and partnerships to apply for retail alcoholic beverages licenses issued pursuant to M.G.L. c. 138, § 12 (on-premises) and M.G.L. c. 138, § 15 (off-premises) if all individuals applying are either United States citizens or “qualified alien(s) under the Immigration and Nationality Act, 8 U.S.C. 1101.” This applies to farmer series pouring permits issued pursuant to M.G.L. c. 138, §§ 19 B(n), C(n) and E(o) as well.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 11/26/2024)



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

APPLICATION FOR A NEW LICENSE

Municipality

Nantucket

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Restaurant

All Alcoholic Beverages

Seasonal

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

Easy Street Restaurant is a sit down full service restaurant. We will be serving breakfast, brunch and dinner with alcoholic and non-alcohol beverages.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

ACK Fusion Inc

FEIN:

DBA

Easy Street Restaurant

Manager of Record

Milan Basnet

Street Address

31 Easy St, Nantucket MA 02554

Phone:

Email:

mbasnet9600@gmail.com

Alternative Phone:

Website:

3. DESCRIPTION OF PREMISES

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

Premises has total of 2 floors plus outdoor patio. First floor has dining room, bar, kitchen, walk-in cooler and 2 bathrooms. Second floor has dining room and storage..

Total Square Footage:

4381

Number of Entrances:

3

Seating Capacity:

up to 200

Number of Floors

2

Number of Exits:

3

Occupancy Number:

224

4. APPLICATION CONTACT

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

Name:

Milan Basnet

Phone:

Title:

Manager/Owner

Email:

mbasnet9600@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	02/10/2025
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

- ≠ The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- ≠ The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- ≠ Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

≠ If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Milan Basnet	Quincy MA 02171,		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Stockholder	2%	☐ Yes ☒ No	☐ Yes ☒ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Rekha Thapa Basnet	Quincy MA 02171,		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
President/Director	25%	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Dipak Thapa	Nantucket MA 02554		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Secretary /Director	25%	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Dhruba Bahadur Khadka	, Nantucket MA 02554		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Stockholder	25%	☐ Yes ☒ No	☐ Yes ☒ No
			MA Resident
			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Anil Thapa	, Nantucket MA 02554		4
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Treasurer/Director	23%	☒ Yes ☐ No	☐ Yes ☒ No
			MA Resident
			☒ Yes ☐ No

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease 

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☒ Yes ☐ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	NA
C. Other * (Please specify below)	[REDACTED]
D. Total Cost	\$ [REDACTED]

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
ACK Fusion INC (Dhruba Bahadur Khadka)	\$ [REDACTED]
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Dhruba Bahadur Khadka is a part owner of ACK Fusion, he deposited \$55,000 in business account to cover start up costs.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
8/1/2008	1/5/2015	General Manager	IHop	Richard Dixon
2/7/2015	4/1/2017	Manager	TGI Fridays	Jose Rustrian
5/5/2017	8/5/2020	Manager	Friendly Toast	Kevin Chandley
1/2/2021	8/10/2023	General Manager	Tavern In the Square	Sal

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

ADDITIONAL INFORMATION

leaeutilietiaet rieanaitinalinratintatillu rt ura liatinnrt larianan er
rieae

Being in a restaurant business for over 15 years, I took a little break and opened Milan Transportation LLC. Since 08/25/2023 till today i am managing this company.

My enthusiasm and affection for the restaurant industry have led me to reopen this restaurant in Nantucket. This project is a realization of my dreams.

Our focus will be on food, alcohol safety, while delivering the ultimate dining experience. We will seize this opportunity to honor our first responders, police, and town employees by offering a year-round discount on food.

APPLICANT'S STATEMENT

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

of ACK Fusion INC
Name of the Entity/Corporation

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

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

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

Signature:



Date: 02/16/2025

Title:

Manager/Owner

ENTITY VOTE

The Board of Directors or LLC Managers of

ACK Fusion INC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

02/10/2025

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Milan Basnet

Name of Person

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

"VOTED: To appoint

Milan Basnet

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Milan Basnet

(Print Name)

Milan Basnet

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001867519 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

ACK FUSION INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	\$0	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: REKHA THAPA BASNET

Number and 2 HANCOCK ST
street:

Address 2:

City or town: QUINCY State: MA Zip code: 02171

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	REKHA THAPA BASNET	2 HANCOCK ST, QUINCY, MA 02171 USA
TREASURER	ANIL THAPA	61 OLD SOUTH ROAD, APT # 195 NANTUCKET, MA 02554 USA
SECRETARY	DIPAK THAPA	37 BEACH GRASS ROAD, NANTUCKET, MA 02554 USA
DIRECTOR	REKHA THAPA BASNET	2 HANCOCK ST, QUINCY, MA 02171 USA
DIRECTOR	DIPAK THAPA	37 BEACH GRASS ROAD, NANTUCKET, MA 02554 USA
DIRECTOR	ANIL THAPA	61 OLD SOUTH ROAD, APT # 195 NANTUCKET, MA 02554 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT BUSINESS

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and 2 HANCOCK ST

street:

Address 2:

City or town: QUINCY

State: MA

Zip
code: 02171

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and
street: 2 HANCOCK ST

Address 2:

City or town: QUINCY

State: MA

Zip code: 02171

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 8 Day of February, 2025 at 11:02 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

P NEUPANE CPA PC COMMONWEALTH OF MA PUSHKAR NEUPANE, PRINCIPAL

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 08, 2025 11:32 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NOTICE OF LEASE

31 EASY STREET, NANTUCKET, MASSACHUSETTS

Notice is hereby given, pursuant to M.G.L. c. 183, § 4, of the lease (also known as the "Leasehold Agreement") described below.

LANDLORD: Joseph V. Arno and Kenneth A. Gullicksen, Trustees of the Joseph V. Arno Nominee Trust
P.O. Box 2669
Nantucket, MA 02584

TENANT: Ack Fusion Inc.
61 Old South Road, Box Number 195,
Nantucket, MA 02554

DATE OF LEASE: January 31, 2025.

TERM: February 1, 2025 to December 10, 2026

LEASED PREMISES: 31 Easy Street, Nantucket, Massachusetts.

TITLE: For title, see Certificate of Title No. 23857 at the Nantucket Registry District for the Land Court.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument under seal this 20th day of February, 2025.

TENANT:
Ack Fusion Inc,
By,

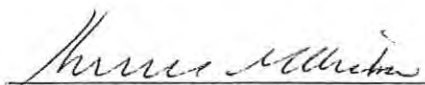

Rekha Thapa Basnet, Pres.



Anil Thapa, Treas.

LANDLORD:


Joseph V. Arno, Trustee



Kenneth A. Gullicksen, Trustee

COMMONWEALTH OF MASSACHUSETTS

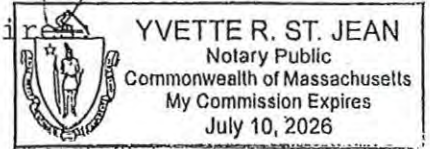
Nantucket, ss.

On this 20th day of February, 2025, before me, the undersigned Notary Public, personally appeared the above named Kenneth A. Gullicksen, Trustee, personally known to me, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily, for its stated purpose.



Print Name:
Notary Public

My Commission Expires



ALL FINAL DIMENSIONS SHALL BE VERIFIED IN THE FIELD. ANY DEVIATIONS FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF JBSTUDIO. JBSTUDIO CANNOT BE HELD RESPONSIBLE FOR WORK PERFORMED INCORRECTLY DUE TO MIS-INTERPRETING OR MISUNDERSTANDING. IF THERE ARE ANY QUESTIONS, PLEASE CALL JBSTUDIO. THESE DRAWINGS AND DESIGN THEY ILLUSTRATE ARE SOLE PROPERTY OF JBSTUDIO AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF JBSTUDIO. DRAWINGS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION CANNOT BE USED FOR CONSTRUCTION OR FOR PURCHASING CONSTRUCTION MATERIALS.



www.theJBStudio.com

JBStudio
PO Box 3741
Nantucket, MA 02584

tel: (508) 332-9654
email: juraj@theJBStudio.com

Project

31 Easy Street, Nantucket, MA
02554

Sheet
First Floor Plan

SHEET INDEX

C.101 Site Plan
A.101 First Floor Plan
A.102 Second Floor Plan
Grand total: 3

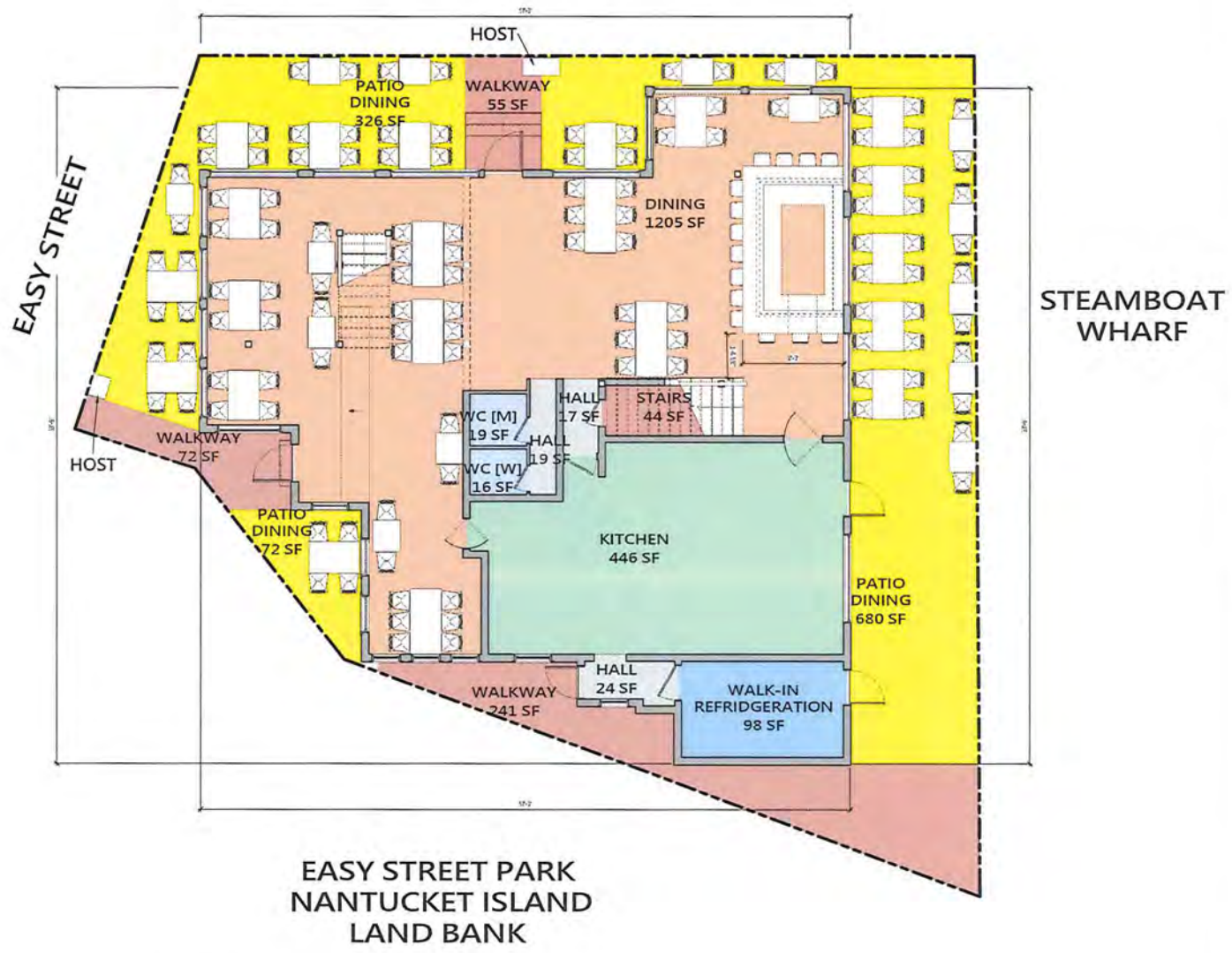
Date
02.10.2025

Revisions

A.101

Scale 1/4" = 1'-0"

STEAMBOAT WHARF



EASY STREET PARK NANTUCKET ISLAND LAND BANK

1 First Floor Plan
1/4" = 1'-0"

ALL FINAL DIMENSIONS SHALL BE VERIFIED IN THE FIELD AND DIMENSIONS FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF ARCHITECT. ARCHITECT SHALL BE RESPONSIBLE FOR ANY DIMENSIONS THAT DO NOT MATCH DIMENSIONS ON DRAWINGS. IF THERE ARE ANY DISCREPANCIES, PLEASE CALL ARCHITECT. THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF JBSTUDIO AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF JBSTUDIO. DIMENSIONS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION SHALL NOT BE USED FOR CONSTRUCTION OR FOR PURCHASING CONSTRUCTION MATERIALS.

JBSTUDIO
Residential and Commercial Design

www.theJBStudio.com

JBStudio
PO Box 3741
Nantucket, MA 02584

tel: (508) 332-9654
email: juraj@theJBStudio.com

Project

31 Easy Street, Nantucket, MA
02554

Sheet
Second Floor Plan

SHEET INDEX

C.101 Site Plan
A.101 First Floor Plan
A.102 Second Floor Plan
Grand total: 3

Date
02.05.2025

Revisions

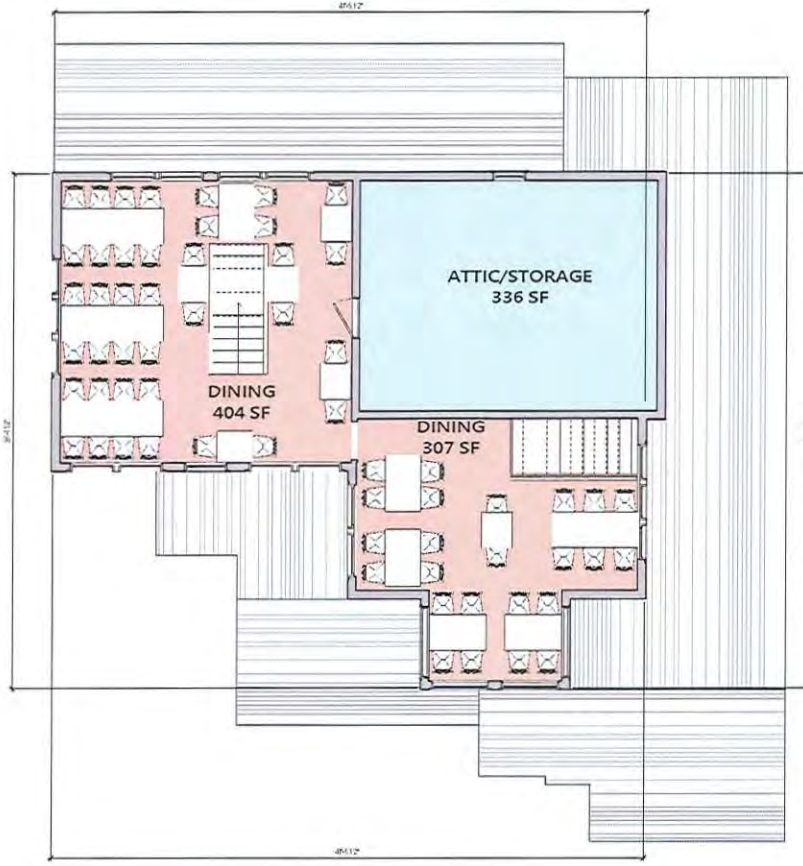
A.102

Scale 1/4" = 1'-0"

STEAMBOAT WHARF

EASY STREET

STEAMBOAT WHARF



EASY STREET PARK
NANTUCKET ISLAND
LAND BANK

1 Second Floor Plan
1/4" = 1'-0"

TOWN OF NANTUCKET

LIQUOR LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Joseph V. Arno and Kenneth A.
Gullicksen, Trustee of the Joseph V.
MAILING ADDRESS.....Arno Nominee Trust
6 Youngs way, Nantucket, MA 02554
PROPERTY LOCATION.....31 East Street
ASSESSORS MAP/PARCEL.....4242-16
SUBMITTED BY.....Reade, Gullicksen, Hanley & Gifford, LLP

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land whose property directly touches the proposed property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

FEBRUARY 19, 2025

DATE

Trudy Williams

Digitally signed by Trudy Williams
Date: 2025.02.19 09:05:00 -05'00'

ASSESSOR'S OFFICE

TOWN OF NANTUCKET

TOWN OF NANTUCKET
ENTERTAINMENT LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER..... Kenneth A. Gullicksen and Joseph V. Arno, Trustees
of the Joseph V. Arno Nominee Trust
MAILING ADDRESS..... c/o Reade, Gullicksen, Hanley & Gifford, LLP
PROPERTY LOCATION..... 31 Easy Street
ASSESSORS MAP/PARCEL..... Map 42.4.2, Parcel 16
SUBMITTED BY:..... Reade, Gullicksen, Hanley & Gifford, LLP

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land immediately abutting the property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

FEBRUARY 19, 2025

DATE

Trudy Williams

Digitally signed by Trudy Williams
Date: 2025.02.19 15:20:25 -05'00'

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4242	14		WOODS HOLE MARTHAS VINEYARD &	NANTUCKET STEAMSHIP AUTH	1 STEAMBOAT WHARF	NANTUCKET	MA	02554	1 STEAMBOAT WF
4242	15		WOODS HOLE MARTHAS VINEYARD &	NANTUCKET STEAMSHIP AUTH	PO BOX 284	WOODS HOLE	MA	02543	3 STEAMBOAT WF
4242	17		JUDSON J RICHARD & CAROLYN	FRENCH TRUSTEES/MATTHEW JUDSON	143 ORANGE ST	NANTUCKET	MA	02554	29 EASY ST
Count:	3								



COMMONWEALTH OF
MASSACHUSETTS
Town of Nantucket
Planning and Land Use Services
2 Fairgrounds Road - Nantucket, MA 02554

Permit

Permit NO.: BLDC-2025-02-0365

Permit Type: Building (Commercial)

Work Classification: Addition & Alteration

Permit Status: Issued

Issue Date: 02/20/2025

Expiration:

Location Address

Parcel Number

31 EASY ST, Nantucket, MA 02554

42.4.2 16

Contacts

JOSEPH ARNO
41 MAIN ST, NANTUCKET, MA 02554

Parcel Owner

MILAN BASNET
37 BEACH GRASS RD, Nantucket, MA 02554
(617)800-3837

Applicant

MBASNET9600@GMAIL.COM

Description: CHANGE OF EXISTING USE M (RETAIL SHOP).
PROPOSED USE A-2 (RESTAURANT).

Valuation: \$0.00
Total Sq Feet: 0.00

Inspection Requests:

(508) 325-7587

Fees	Amount
Miscellaneous	\$75.00
Total:	\$75.00

Payments	Amt Paid
Total Fees	\$75.00
Cash	\$75.00
Amount Due:	\$0.00

Inspections:

Inspection Type	
Foundation	
Framing	
Insulation	
Final	
Steel	
Throat Inspection - Chimney	
Final - Chimney	
HDC	
Planning Board	

Provided that the person accepting this Permit shall conform to the terms of the application on file in the Building Department and to the provisions of the Statutes and the Ordinances relating to the Construction, Maintenance and Inspection of buildings in the Town of Nantucket, and the Massachusetts State Building Code 780 CMR 9th Edition.

A certificate of Occupancy will be issued upon return of this Permit only after all the required Inspections have been signed and dated by the appropriate Inspector.

This Permit shall become Invalid SIX (6) months from the date of issue if the work permitted has not commenced or is not progressing continuously to completion as far as reasonably practicable.

Persons contracting with unregistered contractors do not have access to the Guaranty Fund 780 CMR/MGL c142A.

Issued By: Department Building

February 20, 2025

Date

Date

Date



Nantucket Planning Board

Application for a Special Permit

Date: February 10, 2025

Name of development (if applicable): Easy Street Restaurant

Owner(s) name(s): Joseph V. Arno and Kenneth A. Gullicksen as Trustees of the Joseph V. Arno Nominee Trust

Mailing address: c/o Reade, Gullicksen, Hanley & Gifford, PO Box 2669, Nantucket, MA 02584

Phone number: (508) 228-3128 E-mail: air@readelaw.com

Applicant's name: same

Mailing address: _____

Phone number: _____ E-mail: _____

Engineer / surveyor's name: _____

Mailing address: _____

Phone number: _____ E-mail: _____

Location of lot(s): 31 Easy Street

☐ Street address _____

☐ Tax Assessors Map 42.4.2 Parcel 16

☐ Nantucket Registry of Deed:

Book: _____, Page: _____ Plan Book _____ and Page _____ OR

Plan File # _____ AND/OR Certificate of Title: 23857, Lot(s) #: 3

Land Court Plan#: 8594-E

Size of parcel: 3,504 +/- sf sq. ft. Zoning District: CDT

Special Permit sought: (check one)

- ☐ Flex Development
- ☐ Secondary Residential Lot
- ☐ Driveway Access/Curb Cut Special Permit

- ☒ Major Commercial Development (MCD)
- ☐ Rear Lot Subdivision
- ☐ Moorlands Management District Subdivision or Construction (MMD)
- ☐ NEHOD (Neighborhood Employee Housing)
- ☐ MIPOD (Mid-Island Planned Overlay District)
- ☒ Other Uses Requiring a Special Permit (specify all uses, waiver requests and *Nantucket Code* sections)

Section	Description
use chart	large restaurant (200 seats)

Specify all associated Zoning Code relief sought:

Section	Description
	<u>The applicant proposes to utilize the existing building as a restaurant, as formerly used, with interior and exterior seating using patios on the site, for a total of 200 seats. No exterior changes to the site or structure are proposed. See ZBA decision 055-88.</u>

Only the zoning relief expressly requested above will be considered as part of this application.

If applying for a Major Commercial Development, specify how the application will comply with Section 139-11 (j) of the *Zoning Code of the Town of Nantucket*, also known as the Town's Affordable Housing Effort:

Waiver requested; housing on site not feasible.

All application fees, Pitney Bowes fees, and engineering escrow deposit requirements are listed on the "Planning Board Fee Schedule"

I/ we hereby certify that the applicant(s) cited above have been authorized by me/ us to file a Special Permit application with the Planning Board on property that I/ we own.

Joseph V. Arno and Kenneth A. Gullicksen, Trustees

By: Arthur I. Reade

Owner(s)' Signature(s) Arthur I. Reade, Attorney

Applicant's Signature

I/we _____, the undersigned, hereby authorize
_____ to act as agent(s) on my/our behalf and to
make any necessary revisions on this filed application as they may be requested by the Board to meet its governing
rules and guidelines.

Owner(s)' signature(s)

All applications and supporting materials must be submitted in person at Planning and Land Use Services and via email to mtrudel@nantucket-ma.gov

A complete applications must be submitted with a Town Clerk stamp.

Refer to the Fee Schedule and Meeting Schedule on the Planning Board website for fees and deadlines.

Only complete applications will be accepted

****Abutter Fee – All fees for abutter noticing shall be submitted in a separate check payable to Pitney Bowes Reserved Funds from any other filing fee. Fee is subject tot change without noticed based upon fees set by the USPS.**

Abutter fees are calculated using the following formula:

Check payable to Pitney Bowes Reserved Funds

Number of abutters x regular mailing cost

Example with 100 abutters and rates as of August 2024

$100 \times \$1.46 = \146.00

Two mailings involve: One for public notice (\$0.73) and the second for the decision (\$0.73) = \$1.46

Revised 08/2024

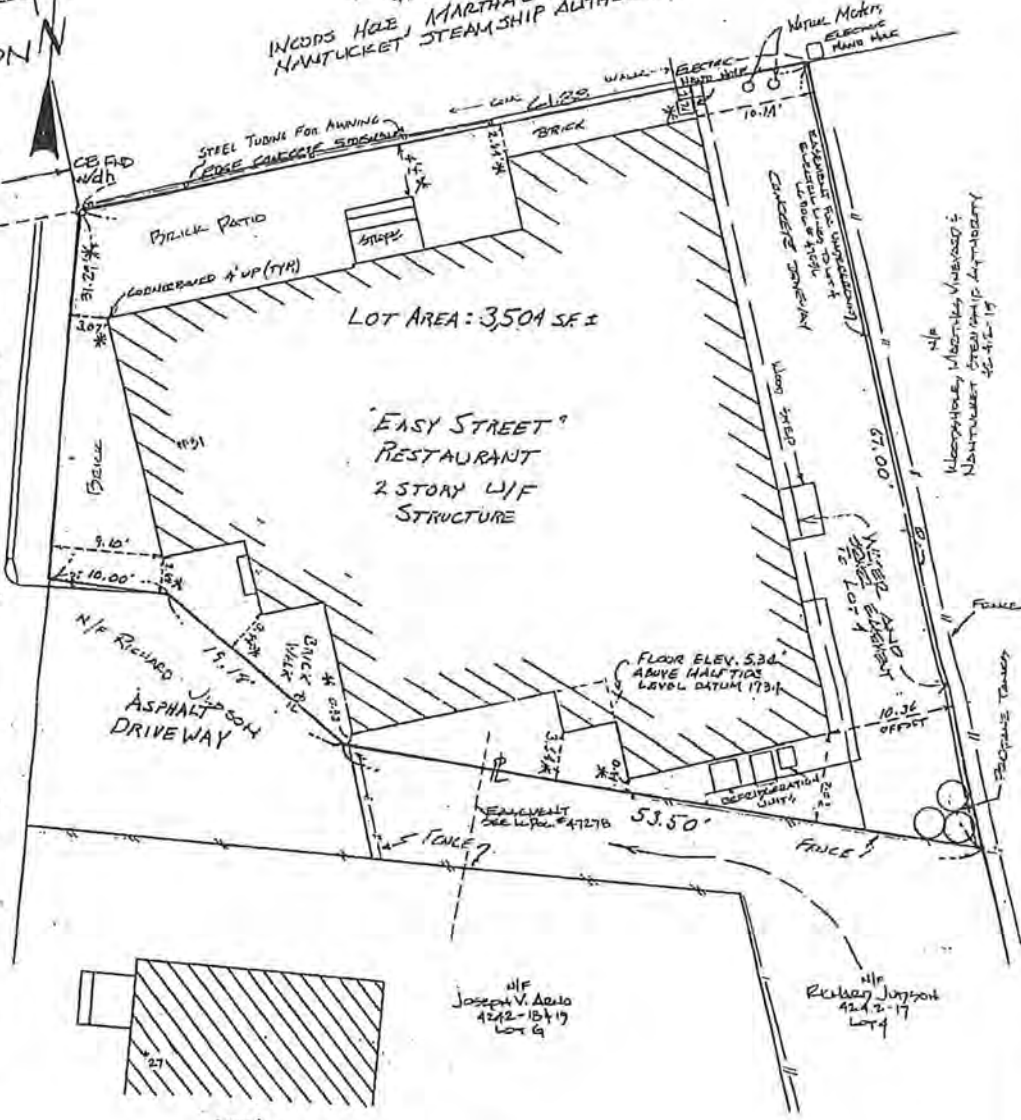
BROAD STREET
EXTENSION
(PUBLIC)

"STEAMBOAT WHARF"

42.4.2 - 14
INCORP H&E, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY *

1975 COUNTY
TAKING L.C.
DOC. 16,538

EASY STREET
1975 COUNTY TAKING L.C. DOC. 16,566



Legend

* Indicates Non-Conforming to current zoning, see special permit L.C. Doc. #44211

NOTE

Existing building location and size are constructed as per approved plan in Special Permit 055-88 under Building Permit #6172-88. The ground coverage figures in above permits contain errors, however building is protected from enforcement under M.L. Ch. 40A, Section 7.

CURRENT ZONING MAP: R-1

MINIMUM LOT SIZE: 5000 S.F.

MINIMUM FRONTAGE: 40 FT

FRONTYARD SETBACK: None

SIDE AND REAR SETBACK: 9 FT

ALLOWABLE G.C.R.: 1789

EXISTING G.C.R.: 59 1/2% OR 2040 S.F. (Building)

PROPERTY LINES SHOWN ARE TAKEN FROM RECORDED DEED AND PLAN REFERRED TO HEREON, BUILDINGS, MONUMENTS, ETC. ARE PLOTTED FROM FIELD MEASUREMENTS.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE A-7 ZONE AS DELINEATED ON THE "FIRM" MAP OF COMMUNITY NO. 250230; MASS. EFFECTIVE: 6-3-86 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

N.B. 109/176



MORTGAGE INSPECTION PLAN

IN

NANTUCKET, MASSACHUSETTS

SCALE: 1"=10' DATE: JAN. 16, 96

PREPARED FOR:

Joseph V. DeLo

NANTUCKET SURVEYORS INC.

5 WINDY WAY

NANTUCKET, MA. 02554

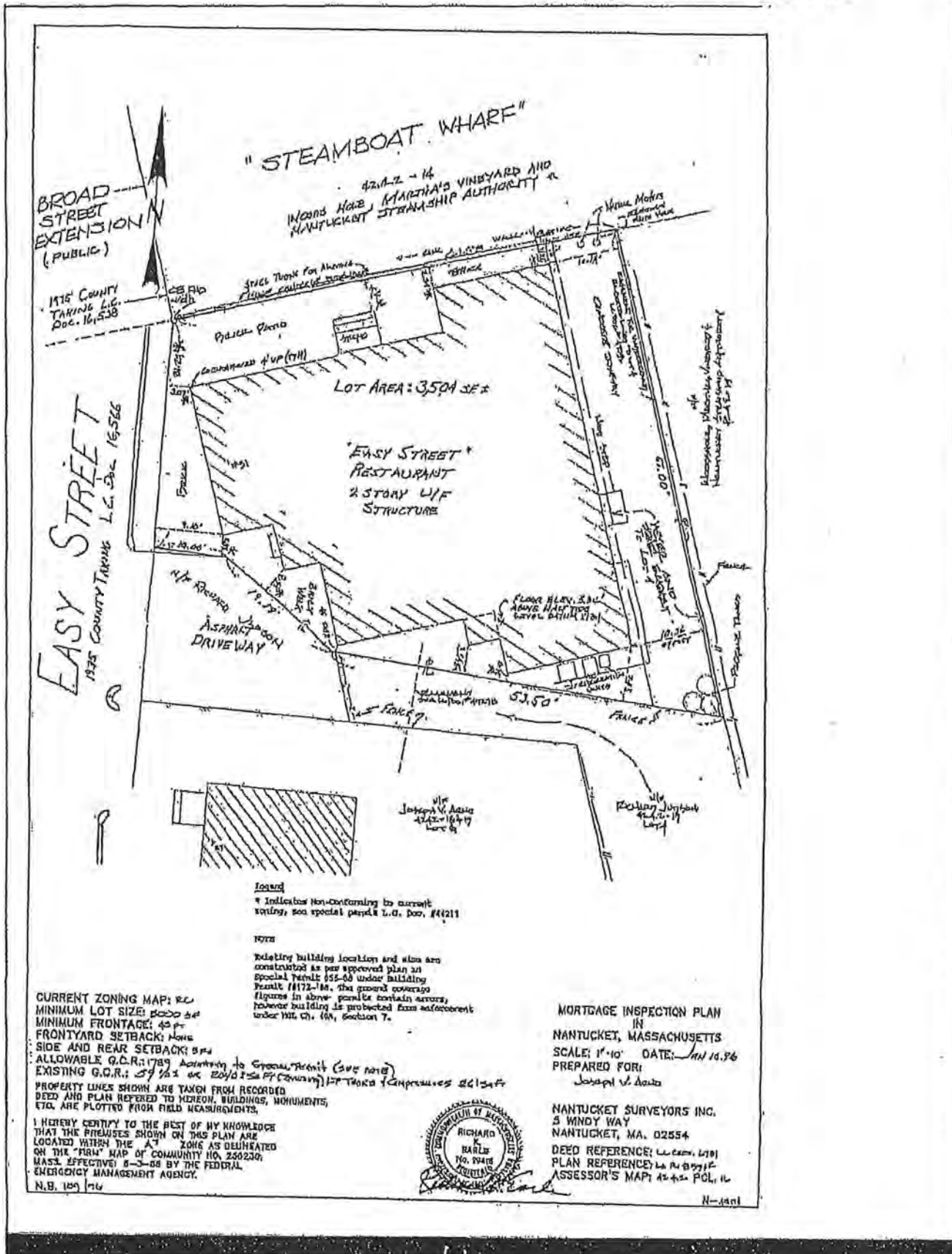
DEED REFERENCE: L.C. 85731

PLAN REFERENCE: L.C. 8594E

ASSESSOR'S MAP: 42.4.2 PCL. 11

N-4201

31 Easy Street zoning has changed from Residential Commercial (RC) to Commercial Downtown (CDT). Most applicable changes are: parking waived, ground cover 50% to 75%, side setback waived.



ALL FINAL DIMENSIONS SHALL BE VERIFIED IN THE FIELD. ANY DEVIATIONS FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF JBSTUDIO. JBSTUDIO CANNOT BE HELD RESPONSIBLE FOR WORK PERFORMED INCORRECTLY DUE TO MIS-INTERPRETING OR MISUNDERSTANDING. IF THERE ARE ANY QUESTIONS, PLEASE CALL JBSTUDIO. THESE DRAWINGS AND DESIGN THEY ILLUSTRATE ARE SOLE PROPERTY OF JBSTUDIO AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF JBSTUDIO. DRAWINGS THAT ARE NOT CLEARLY LABELED FOR CONSTRUCTION CANNOT BE USED FOR CONSTRUCTION OR FOR PURCHASING CONSTRUCTION MATERIALS.



www.theJBStudio.com

JBStudio
PO Box 3741
Nantucket, MA 02584

tel: (508) 332-9654
email: juraj@theJBStudio.com

Project

31 Easy Street, Nantucket, MA
02554

Sheet
First Floor Plan

SHEET INDEX

C.101 Site Plan
A.101 First Floor Plan
A.102 Second Floor Plan
Grand total: 3

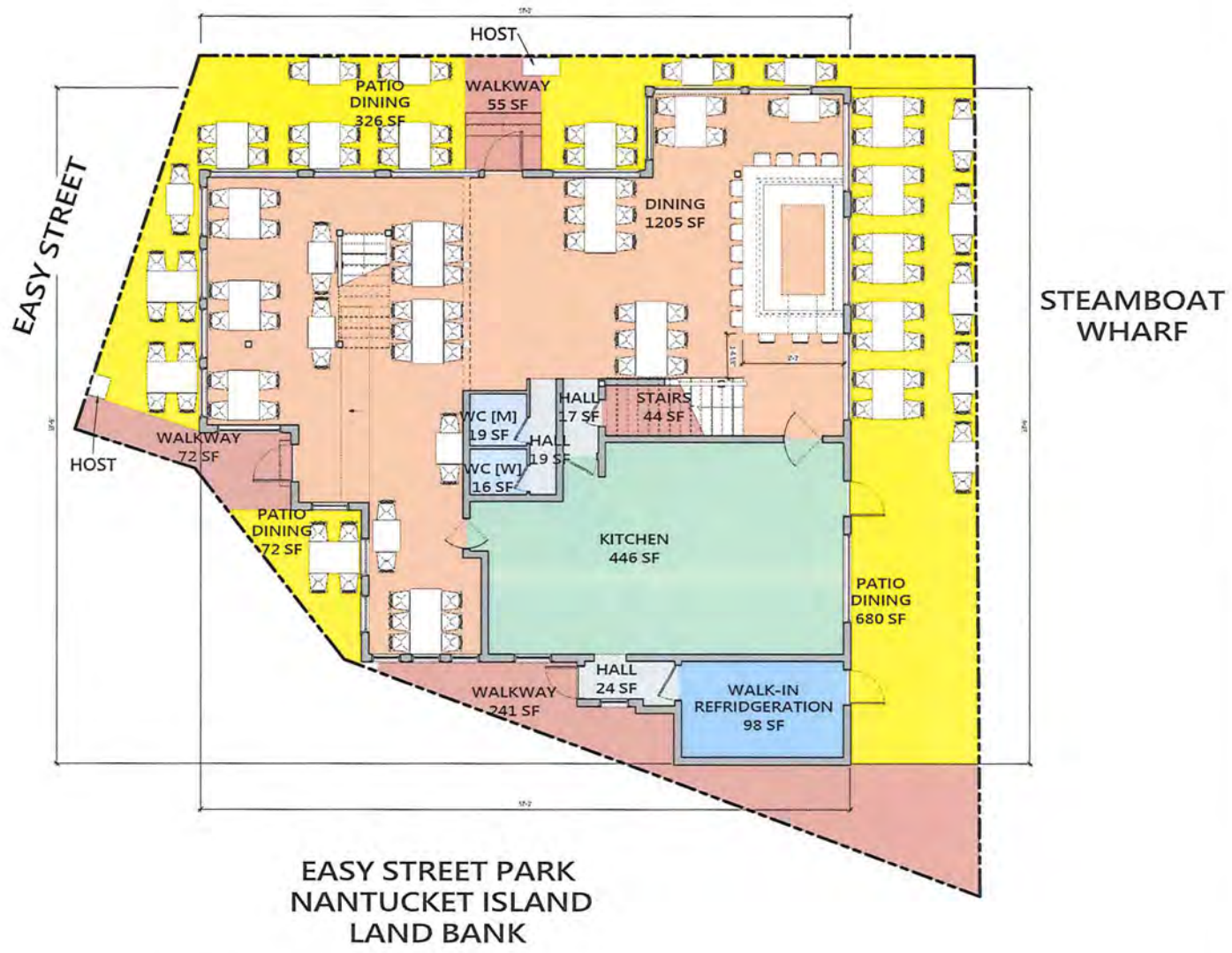
Date
02.10.2025

Revisions

A.101

Scale 1/4" = 1'-0"

STEAMBOAT WHARF



EASY STREET PARK NANTUCKET ISLAND LAND BANK

1 First Floor Plan
1/4" = 1'-0"

ALL FINAL OR EXISTING SHALL BE VERIFIED IN THE FIELD AND DISCREPANCIES FROM THIS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER. THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR YOUR MISUSE OF THESE DRAWINGS OR FOR ANY CONSTRUCTION OF THE PROJECT. THESE DRAWINGS AND DESIGNS ARE THE PROPERTY OF THE DESIGNER AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION OF THE DESIGNER. DRAWINGS THAT ARE NOT CLEARLY LABELED "FOR CONSTRUCTION" CANNOT BE USED FOR CONSTRUCTION OR FOR PURCHASING CONSTRUCTION MATERIALS.



www.theJBStudio.com

JBStudio
PO Box 3741
Nantucket, MA 02584

tel: (508) 332-9654
email: juraj@theJBStudio.com

Project

31 Easy Street, Nantucket, MA
02554

Sheet
Second Floor Plan

SHEET INDEX

C.101 Site Plan
A.101 First Floor Plan
A.102 Second Floor Plan
Grand total: 3

Date
02.10.2025

Revisions

A.102

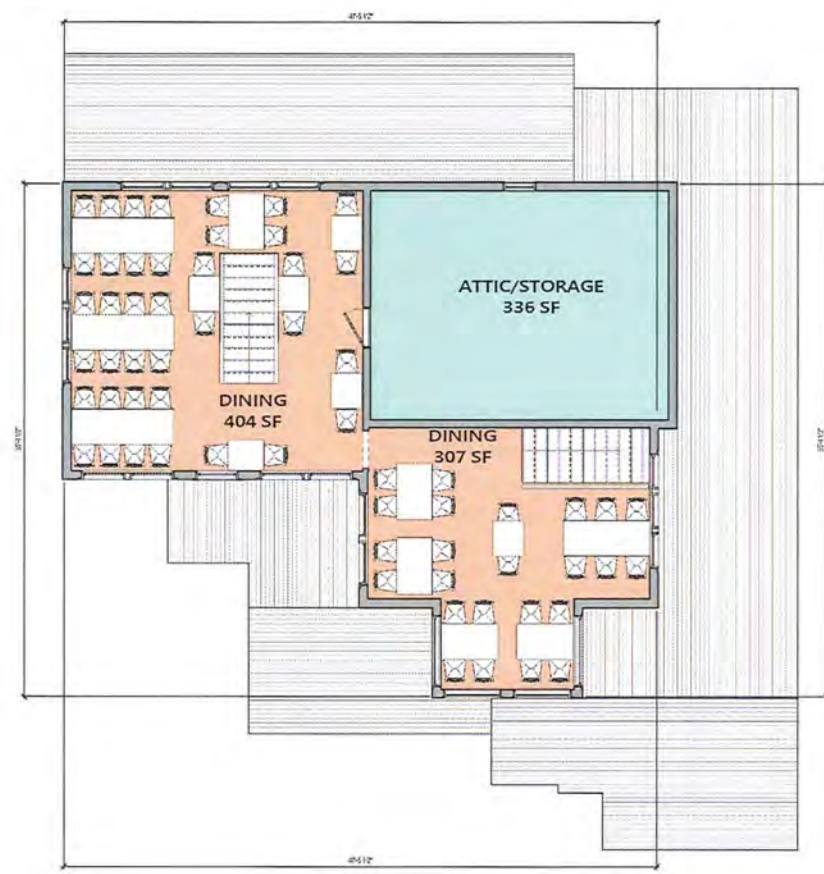
Scale 1/4" = 1'-0"

20250210 10:11:14 AM

STEAMBOAT WHARF

EASY STREET

STEAMBOAT WHARF



EASY STREET PARK
NANTUCKET ISLAND
LAND BANK

① Second Floor Plan
1/4" = 1'-0"

IN 1986, THE STEAMSHIP AUTHORITY DEMOLISHED THE SKIPPER RESTAURANT,
(1920-1986, 350+/- SEATS).

THE SKIPPER RESTAURANT PROPERTY ABUTS 31 EASY STREET RESTAURANT,
(1973-TO DATE, 153 SEATS: 200 SEAT PERMIT IN PROGRESS).

THERE ARE NOW UP TO 26 PASSENGER FERRY ARRIVALS & DEPARTURES DAILY.

HIGH SEASON ARRIVALS AND DEPARTURES THAT ARE NOT DAILY,
BUT WEEKENDS ONLY, ARE NOT INCLUDED IN THE BELOW SCHEDULE.

-  Steamship Traditional Ferry
-  Steamship High Speed Ferry
-  Seastreak High Speed Ferry

6:30 AM
8:45
9:15
9:15
9:30
10:40 or 10:45
11:15
11:30
12:00 PM
12:00
12:30
2:15
2:45
3:00
3:30
3:40 or 4:00
4:15 or 4:30
5:00
5:30
6:00
6:15
7:45
8:00
8:30
8:45
10:15

**THE STEAMSHIP AUTHORITY
2025 HYANNIS/NANTUCKET SCHEDULE**

TRADITIONAL FERRY: DOCK-TO-DOCK IN TWO HOURS

1/4 – 5/21, 5/28 – 6/17, 10/22 – 1/4			
Depart Hyannis	Arrive Nantucket	Depart Nantucket	Arrive Hyannis
		6:30 AM	8:45 AM
9:15 AM	11:30 AM	12:00 PM	2:15 PM
2:45 PM	5:00 PM	5:30 PM	7:45 PM
8:00 PM	10:15 PM		
5/22 – 5/27, 6/18 – 10/21			
		6:30 AM	8:45 AM
6:30 AM	8:45 AM	9:15 AM	11:30 AM
9:15 AM	11:30 AM	12:00 PM	2:15 PM
12:00 PM	2:15 PM	2:45 PM	5:00 PM
2:45 PM	5:00 PM	5:30 PM	7:45 PM
5:30 PM	7:45 PM	8:00 PM	10:15 PM
8:00 PM	10:15 PM		

HIGH-SPEED FERRY: DOCK-TO-DOCK IN ONE HOUR

3/26 – 5/12, 10/22 – 1/4			
8:15 AM	9:15 AM	9:30 AM	10:30 AM
11:00 AM	12:00 PM	12:30 PM	1:30 PM
2:00 PM	3:00 PM	3:30 PM	4:30 PM
5:00 PM	6:00 PM	6:15 PM	7:15 PM
5/13 – 10/21			
8:15 AM	9:15 AM	9:30 AM	10:30 AM
11:00 AM	12:00 PM	12:30 PM	1:30 PM
2:00 PM	3:00 PM	3:30 PM	4:30 PM
5:00 PM	6:00 PM	6:15 PM	7:15 PM
7:30 PM	8:30 PM	8:45 PM	9:45 PM

SEASTREAK HIGH-SPEED FERRY

2025 NEW BEDFORD/NANTUCKET FERRY SCHEDULE

Daily: 4/17 – 10/13			
Depart New Bedford	Arrive Nantucket	Depart Nantucket	Arrive New Bedford
8:45 AM or 9:00 AM*	10:45 AM or 10:40 AM*	11:15 AM*	1:20 PM or 12:55 PM*
2:00 PM	4:00 PM or 3:40 PM	4:15 PM or 4:30 PM	6:20 PM or 6:10 PM
7/3, 9/1 and Fridays, Saturdays and Sundays: 6/27 – 8/31			
9:00 AM	10:40 AM	11:15 AM	12:55 PM
2:00 PM	3:40 PM	4:30 PM	6:10 PM
5:20 PM	7:20 PM	7:45 PM	9:45 PM

2025 NYC/NJ/MARTHA'S VINEYARD (MV)/NANTUCKET FERRY SCHEDULE

Start and End Dates Not Yet Posted							
Depart NJ	Depart NYC	Arrive MV	Arrive Nantucket	Depart Nantucket	Depart MV	Arrive NYC	Arrive NJ
12:00 PM	1:30 PM	6:00 PM	7:15 PM	1:30 PM	3:00 PM	7:30 PM	8:45 PM

2025 MARTHA'S VINEYARD (MV)/NANTUCKET FERRY SCHEDULE**

Daily: 4/17 – 5/22			
Depart MV	Arrive Nantucket	Depart Nantucket	Arrive MV
9:45 AM*	10:45 AM*	11:15 AM*	12:15 PM*
3:00 PM	4:00 PM	4:15 PM	5:15 PM

*These times are not available Mondays, Tuesdays and Wednesdays from 4/21-5/7

**Schedule available through May 22, 2025



The Commonwealth of Massachusetts
Town of Nantucket
Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	Name of Establishment					Certificate No.
	Easy Street Restaurant & Seafood House					268-14
Located at	Property Address					Certificate Expiration
	31 Easy Street					07/31/15
Use Group Classification(s)	Patio Seating	First Floor	Second Floor	Third Floor	Fourth Floor	Other
	A-2	A-2	A-2			
Allowable Occupant Load	40	65	48			
This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.						
Signature of Municipal Fire Chief or Designee					Date of Inspection	07/01/2014
					Date of Issuance	07/01/14



NANTUCKET FIRE RESCUE
Fire Prevention Bureau
131 Pleasant Street
Nantucket, MA 02554
508-228-2324

COPY



ANNUAL CERTIFICATE OF OCCUPANCY INSPECTION
APPLICATION

Please fill this application completely and return, along with the \$50.00 inspection fee, to the above address attention: Commercial Inspections.

Fire Alarm and Fire Suppression System(s) must be inspected by a certified company before the Fire Department will inspect the premises.

Business Name	EAST ST.					☒ Commercial ☐ Commercial/Residential
Owner Name & Address:	JOSEPH V. ARNO					
Mailing Address:	P.O. BOX 1319 NANTUCKET MA 02554-1319					
Emergency Contact Name & Phone Number	JEFF FOLGER 508-325-5872 HOME					
2 ND Contact Name & Phone	KENNETH GULLICKSEN 508-228-0119 HOME					
Caretaker Info	JEFF FOLGER					
Tenants	0					
Hazardous Materials (circle one) yes ☐ no ☒ Type:						
Year Built	Occupancy #	# Residential Units				
1988 (EFFECTIVE)	153	0				
Height	Footprint	Square footage	# Stories	Basement	# Stairways	
28'	2100	3100	2 1/2	NO	2	
# Exits	Alarm Co. Info					
4	ALTAIR ROCK ALARM					
Fire Escapes	Skylight/Hatch	Atrium	Elevator Room	Elevators		
0	4	0	0	0		
Please indicate locations of the following:						
Fire Dept Lock Box		Fire Alarm Panel				
		CLOSET UNDER STAIRS				
Water	Heating	Electrical	Gas	Fuel		
	PROPANE					
Sprinkler	Standpipe	Fire pump	Hood			
WANNACONET			KITCHEN			
Fire Extinguishers Serviced by:		Date:				
RALPH J. PERRY		MAY 2011				
Fire Alarm Serviced By:		Date:				
ALTAIR ROCK ALARM		7/28/2011				

I hereby certify that all the information provided herein is accurate and true:

Owner/manager Signature: Joseph V. Arno

2014

Building Department, Town of Nantucket
Application for Certificate of Inspection

Date Paid _____
Inspect _____ Time _____

Business Name:	Easy Street Restaurant		
Business Street Address:	31 Easy St		
Business Phone: 228-5031	Business Map: 42.2	Business Parcel: 16	Certificate Type: rest

Certificate Name:	Easy Street Restaurant c/o Joseph Arno		
Certificate Mailing Address:	PO Box 1319		
Certificate City:	Nantucket	State: MA	ZIP: 02554-1319
Certificate Num: 268-12	Certificate Issue Date: 8/2/2012	License Expiration Date: 7/31/2013	
Fee Amt: \$50.00	Date Fee Paid: 7/30/2012	Use Group Class: A-3	Annual or Seasonal: A

Bldg Owner:	Joseph V. Arno	Owner Phone: 228-5031
Owner Addr:	P.O. Box 1319	
Owner City:	Nantucket	Owner St: MA Owner Zip: 02554-

Fire Alarm Insp: 7/27/2011	Fire Esc Exp Date:	Fire Esc Cmt:	Num Rms: 0
----------------------------	--------------------	---------------	------------

Total Num of Occup: 153, Occup Low Flr: 0, Occup 1st Flr: 65, Occup 2nd Flr: 48, Occup 3rd Flr: 0, Occup Other: 40

Restrictions: Seating on the exterior 40

Comment 1:

Comment 2:

Submitted by: _____ Date: ____/____/____ email address: _____

Please make corrections and/or additions as appropriate and return to: Building Dept., 2 Fairgrounds Rd, Nantucket, MA 02554

[illegible]

Gordon Folger
18 York Street
Nantucket, MA 02554

7/12/22

Easy Street Restaurant Floor and Seating Plan

I see no impediment to calculating seating for Easy Street Restaurant, 31 Easy Street, at the basic ASSEMBLY GROUP A-2 formula of one seat per 15 SF applicable floor space.

There are two second floor dining areas, each with a stairway that discharges to its own 42" wide exit. Both 42" wide exits are clearly marked and emergency lighted.

The first floor has its choice of an additional exit that is 40" wide, clearly marked and emergency lighted. The first floor dining areas are accessible directly to exit doors.

There are no impediments to the flow of traffic along the exit paths.

Sincerely,
Gordon Folger
MA license cs-970450

AVAILABLE UPON REQUEST

RECENT INSPECTION AND TEST HISTORY

B&L Fire Equipment 2024 Inspection and Test Reports
B&L Fire Equipment 2023 Inspection and Test Reports
B&L Fire Equipment 2022 Inspection and Test Reports
Fire Equipment Inc. 2020/2021 Inspection and Test Reports
Clean Sweep 2024 Inspection and Test Reports
Clean Sweep 2023 Inspection and Test Reports
Clean Sweep 2022 Inspection and Test Reports
Greenwood Alarm 2024 Inspection and Test Reports
Greenwood Alarm 2023 Inspection and Test Reports
Greenwood Alarm 2022 Inspection and Test Reports
Greenwood Alarm 2020 Inspection and Test Reports
Greenwood Alarm 2020 Updated Certificate of Installation
Fire Department December 2024 Fire Safety Inspection
Fire Department December 2023 Fire Safety Inspection
Fire Department July 2022 Fire Safety Inspection



B&L Fire Equipment
PO Box 825
Sagamore Beach, MA. 02562
+17742054962
blfireequipment@gmail.com

INVOICE

BILL TO

Easy Street Restaurant
31 Easy Street
Nantucket, MA. 02554

SHIP TO

Easy Street Restaurant
31 Easy Street
Nantucket, MA. 02554

INVOICE # 3572**DATE 06/20/2024****DUE DATE 07/20/2024****TERMS Net 30**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Range Guard System Inspected & Certified	1	149.00	149.00
	Fusible Link	4	16.00	64.00T
	Service Charge	1	49.00	49.00
	Fire Extinguisher Inspected & Certified	5	6.00	30.00
	Emergency Lights Tested	10	4.00	40.00T
SUBTOTAL				332.00
TAX				6.50
TOTAL				338.50
BALANCE DUE				\$338.50

Please Make Checks Payable to
B&L Fire Equipment

B & L FIRE EQUIPMENT

24 Hunters Ridge Rd • Sagamore Beach, MA 02562 • 774-205-4962 • MA-CR-4727
blfireequipment.com bob@blfireequipment.com

Fire Systems and Fire Extinguisher Inspection Report

Name Ray, Sr

Date 6/22/14 Next Inspection Due 11/11/2015

Address 31 Oak St

Extinguisher Inspections 44/44 Light Inspections 15/15

Wan Fudde, MA

Total # of Ext 5 Due Next Year 15/15 Service Charge 10

Contact _____

FIRE EXTINGUISHER MAINTENANCE CHECKLIST

Email _____

SYSTEM MAINTENANCE CHECKLIST

1. All appliances covered ✓
2. Renums and ducts covered ✓
3. Nozzle placement correct ✓
4. System UL 300 Compliant ✓
5. Pressure gauges in proper range ✓
6. Inspect cylinder, liquid, and bracket ✓
7. Hydro-test Due Date 2/15/15
8. Micro-Switch installed ✓
9. Check Cartridge Weight ✓
10. Test Manual Pull Station ✓
11. Gas Valve in Place and Working ✓
12. Test Detection and Fusible Link Line ✓
13. Replace fusible links/Mfg Date 2/1
14. Fuse Link Cable Moves Properly ✓
15. Clean Nozzles/Duct ✓ Renum 3 App 9
16. System Reset and Operational ✓
17. Review Operation of fire system ✓
18. Review Required Monthly Inspection ✓
19. Coding Appliances Left to Right ✓

1. Fire Extinguisher Properly Installed ✓
2. Fire Extinguisher Properly Placed ✓
3. Fire Extinguishers Maintained Properly ✓
4. All Fire Extinguishers Certified ✓

Dry-chem 5lb 5lb 10lb 20lb 6ym Hydro _____
Water K Class 6L 2.5G Hydro _____
Halo-tron 5lb 11lb 15.5lb 6ym Hydro _____
CO2 5LB 10LB 15LB 20LB Hydro _____
Service collar _____ O-ring _____ Checkstem _____
Pull Pin _____ Ext Hook _____ HD Brackets _____
Cabinet Covers REC Covers EX Cabinet _____
Vinyl sign Plastic Sign 90 degree sign _____
3D Sign Bulbs Batteries _____
Misc Parts _____

NEW FIRE EXTINGUISHERS

Dry-Chem 2.5lb 5lb 10lb 20lb _____
Halon 2.5lb 5lb 11lb 15.5lb _____
Water K Class 6L 2.5G _____
CO2 2.5LB 5LB 10LB 15LB 20LB _____
Misc Fire Ext _____

Fusible Links 165 212 360 450 500 RG Seals _____ Ansul Caps _____ Buck Caps _____ Metal Caps _____
12 gram 16 gram Buck single Buck Multi _____ Ansul N2 _____ Double N2 _____ CO2 TYPE _____

Misc Parts _____

Hood Grease Accumulation: Moderate _____ Heavy _____ Excessive _____ (Comments _____)

Discrepancies _____

Non-Compliance Issued _____

Recommendations _____

Fire System Installed and Maintained to Manufacturers Manual ✓

Fire System Manufacturer UNION GUANO Fire System Model 4125

Fire System Tagged and Certified ✓ Certification Expires Dec 2014

Fire Extinguishers Installed and Maintained in Accordance with NFPA 10 ✓

Fire Extinguishers Tagged and Certified ✓ Certification Expires June 2015

Comments _____

[Signature] 1037 X [Signature]

Service Technician _____ User _____ Customer Authorized Representative _____

On 6/22/14 the above system was tested and inspected in accordance with procedures of the current NFPA 70A and 96 edition and the manufacturers manual. All fire extinguishers and fire equipment were inspected on service in accordance with procedures of NFPA 10 and the manufacturers manual. If there are any deficiencies, a copy of this report will be forwarded to the local fire department.



CLEAN SWEEP

North and South

Specializing in Hood & Duct Cleaning

P.O. Box 649 • South Yarmouth, MA 02664 • (508) 778-7222 • (508) 394-8322

ROCK

THU.
9 AM

Name <i>31 EASY ST (res)</i>		Date <i>SEPT 26-11 2014</i>			
Address <i>31 EASY ST. NANTU MA</i>		Cust. Or No.			
Del. To <i>JEFF</i>		Via <i>508-325-1721</i>			
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
				<i>XXX</i>	
QUAN	DESCRIPTION	PRICE	AMOUNT		
<i>STICKER # 2249</i>	Pressure wash and degrease the kitchen exhaust system per section 96 of the N.F.P.A. code. Filters not included <i>INSPECTION ONLY</i> <i>PLEASE MAIL CHECK</i> Next cleaning due <i>SEPT 2025</i>	<i>100.</i>			
		TAX			
		TOTAL	<i>100.</i>		
All claims and returned goods MUST be accompanied by this bill.			Rec'd by		

CLEAN SWEEP NORTH & SOUTH

P.O. Box 649
South Yarmouth, MA 02664

Technician: S. R. G. V. R.
Signature: _____
Date: 7-26-70
APD Reg. No. 157 Exp. Date: 7-26-73

Section A	Responses	Comments
1. Are the filters clean?	☒ Yes ☐ No ☐ N/A	
2. Are the precipitators/pollution control devices clean?	☐ Yes ☐ No ☒ N/A	
3. Is the grease load < 2000 microns: a). horizontal b). vertical c). hood	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No	
4. Is the grease load in the fan < 2175 microns?	☒ Yes ☐ No	
5. Last service cleaning date?	09/14/12	Co. Name: <u>SWIFT</u> ☐ Not Available
6a. Is the on-site exhaust system diagram posted and accurate?	☒ Yes ☐ No	
6b. Did you clean or inspect entire system as specified in on-site exhaust system diagram? If no specify on page 2.	☒ Yes ☐ No	
7. Has the Certificate of Performance been dated and placed in the immediate vicinity of the hood?	☒ Yes ☐ No	
8a. Are all filters in place and intact?	☒ Yes ☐ No	
8b. If wash system is main water valve in open position?	☐ Yes ☐ No ☒ N/A	
9. Do fan(s) operate?	☒ Yes ☐ No	
10. Have exhaust fan louvers been opened and checked?	☒ Yes ☐ No ☐ N/A	
11. Were exhaust fan(s) cleaned?	☒ Yes ☐ No	
12. Have exhaust fan belts and pulleys been inspected and in good working order?	☒ Yes ☐ No	
13. Were grease cup(s) cleaned?	☒ Yes ☐ No	
14. The system appears to be liquid tight?	☒ Yes ☐ No	
15. Has horizontal duct(s) been cleaned or inspected?	☒ Yes ☐ No	
16. Has the vertical duct(s) been cleaned or inspected?	☒ Yes ☐ No ☐ N/A	
17. Are sufficient access panels provided?	☒ Yes ☐ No ☐ N/A	
18. Does access panel(s) have proper signage?	☒ Yes ☐ No ☐ N/A	
19. Are all areas of exhaust system accessible?	☒ Yes ☐ No	
20. Is hood and exhaust system free of obstructions?	☒ Yes ☐ No	
21. Cleaning complied with NFPA 96.	☒ Yes ☐ No	
22. Type of cooking system (check all that apply)	☐ Solid Fuel ☐ Gas ☐ Charbroil ☐ Other (please specify):	
Owner Rep Name: <u>Condon Fishy</u>	Date: <u>9/14/12</u>	Owner Rep Signature: <u>[Signature]</u>

Additional Comments:

[illegible]



NANTUCKET FIRE DEPARTMENT

4 Fairgrounds Road

Nantucket, MA 02554

Attached are 2024 annual inspection reports by B&L Fire Equipment, Clean Sweep, and Greenwood Alarm. The attached inspection reports update the bound documents, submitted with last year's application, that includes inspection reports for 2023 and for prior years.

ANNUAL FIRE SAFETY INSPECTION

Date: 12/20/2024	Fee Enclosed \$50.00
Occupancy Name: Easy Street Restaurant	Annual: ☐ Seasonal: ☒ Date Opening:
Occupancy Address: 31 Easy Street	
Owner: Joseph V. Arno Nominee Trust	
Owner Address: 8 Young's Way, Nantucket, MA 02554	
Mailing Address: P.O. Box 2869, Nantucket, MA 02584	
1 st Contact Name: Gordon Folger, Caretaker	
Phone Number: 508-325-5872 Cell: 508-325-1721 (6am-6pm)	
2 nd Contact Name: Kenneth A. Gullicksen, Co-Trustee	
Phone Number: 508-228-3128 (9-5) Cell: n/a Home: 508-228-0119	
Person completing this form: Carrie Phillip, Reade, Gullicksen, Hanley & Gifford, LLP	
Phone Number: 508-228-3128 (8-4)	

*The following documents must be submitted if applicable. Failure to provide current reports will cause inspection not to be scheduled. ALL REPORTS MUST BE FREE OF FAILURES. Any marked failure on any report will cause a failure of inspection and re-inspection (additional inspection fee).

- ☒ Fire Alarm Inspection (completed within last 12 months). Date of 8/29/2024
- ☐ Fire Sprinkler system inspection reports.
- ☒ Cooking equipment hood suppression system report (last 2 reports). 5/6/2023 and 6/20/2024
- ☒ Cooking equipment exhaust hood inspection/cleaning report (last 2 reports). 6/1/2023 and 9/26/2024
- ☒ Fire extinguisher inspection report (completed within last 12 months). 6/20/2024
- ☐ Crowd Manager list.
- ☐ Copy of Elevator Inspection Certificate (completed within last 12 months).
- ☐ Emergency Action Plan and records of drills performed in past year.
- ☐ Reports on any technical options already approved, Entertainment System Response

*Inspections will be performed during normal business hours. Keys boxes (Supra Box) will be tested during inspection.

*Please email this form and supplemental documentation to fireprevention@fire.nantucket-ma.gov for confirmation of receipt and scheduling of inspection.

INVOICE

Greenwood Alarm Co.
P.O. Box 1098
Plymouth, MA 02362
Lic. # 449C
800-244-1224

DATE	INVOICE #
6/12/2023	G40007

Invoice Total Due: \$600.00
Statement - Account Balance Due: \$600.00
Remittance: Check # _____ Amount _____

BILL TO:

REGARDING:

JOSEPH V ARNO
88 EXETER ST
BOSTON MA 02116

31 EASY ST
NANTUCKET, MA 02554

Bill To:			Regarding:		
JOSEPH V ARNO			31 EASY ST		
DATE	INVOICE #	P.O. NO.	TERMS		DUE DATE
6/12/2023	G40007	GSRV40848	Due on Receipt		7/12/2023
SERVICED	DESCRIPTION		QTY	PRICE	AMOUNT
3/31/2023	Fire Alarm: Annual Inspection & Test - certificate emailed to fire department and customer.			300.00	300.00
	Nantucket Service Call: Technicians tested building and devices for proper operation.			300.00	300.00
	Sales Tax			6.25%	0.00
	NOTE: Greenwood Alarm inspected 31 Easy Street on August 29, 2024, and issued the attached Fire Alarm and Inspection Report, dated November 6, 2024, but, to this date, has not issued an invoice. According to our long time caretaker, Geff Folger, this year's inspection was as straight forward as last year's: "It was a very basic inspection, no issues, no special circumstances." Therefore, Greenwood Alarm was mailed a check for the \$600 amount that Greenwood Alarm invoiced last year. Thank you.				
			TOTAL		\$600.00

Greenwood Alarm Co.

P.O. Box 1098/ Plymouth, MA 02362 (Lic. #449C)

800-244-1224

100110-01-0014 (rev)

FIRE ALARM INSPECTION & TEST REPORT

11/6/2024

Greenwood Alarm LLC.
P.O. Box 1098, Plymouth, MA 02362
Tel. 508-747-1101 Fax. 508-747-1102
greenwoodalarm@gmail.com

Lic. # 856C

SystemNum S5771	☒ None ☐ Annual ☐ Quarterly ☐ Semi-Annual
ARNO, JOSEPH	Type of Test Test Insp Freq
31 EASY ST	Control Panel Type Master Box
NANTUCKET MA 02554	Panel Location

Device Type	Part Num	Fir Z#	Location	Qty Tested	OK	Device Service Status
Control Panel				1	1	☒ OK ☐ Trouble ☐ Bypassed ☐ Nulled
Battery				2	2	☒ OK ☐ Trouble ☐ Bypassed ☐ Nulled
Cellular Radio/ IP Communicator				1	1	☒ OK ☐ Trouble ☐ Bypassed ☐ Nulled
Smoke Detector - System				3	3	☒ OK ☐ Trouble ☐ Bypassed ☐ Nulled
Heat Detector				15	15	☒ OK ☐ Trouble ☐ Bypassed ☐ Nulled

Customer Signature: _____	Greenwood Alarm Signature: <u>ARNOLD</u>
Notes	

AVAILABLE UPON REQUEST

BUILDING PERMIT HISTORY 1973-2023

Building permit history is arranged from oldest to newest.

For each building permit application, the application form, permit card, HDC application (if applicable), and the certificate of occupancy or certificate of completion are noted and copied.

As-built also noted and copied. The first two pages of the building permit history summarize the file.

The history does not include HDC materials that do not require a building permit.



Front Row



Cooking Row



Sink Row



Walk-In











TOWN OF NANTUCKET

PLANNING BOARD

(Special Permit)

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER... Joseph V. Arno and Kenneth A. Gullicksen Trustees of the Joseph V. Arno Nominee Trust
MAILING ADDRESS... 6 Youngs Way, Nantucket, MA 02554
PROPERTY LOCATION... 31 Easy Street
ASSESSOR MAP/PARCEL... 4242 - 16
SUBMITTED BY... Reade, Gullicksen, Hanley & Gifford, LLP

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, all as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 Zoning Code Chapter 139, Section 139-29B) (2).

February 5, 2025

DATE

Mary
Haley

Digitally signed
by Mary Haley
Date:
2025.02.05
11:30:38 -05'00'

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4231	11	1	NANTUCKET DREAMLAND FOUNDATION		P O BOX 989	NANTUCKET	MA	02554	17 S WATER ST
4231	12		NIR RETAIL III LLC	C/O NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	15 S WATER ST
4231	13	1	SPILT MILK LLC		99 FRANKLIN ST	WESTPORT	CT	6880	14B EASY ST #E
4231	13	2	14 EASY STREET LLC		PO BOX 1173	NANTUCKET	MA	02554	14A EASY ST #W
4231	13	3	BEAUDETTE RICHARD P TR	C/O BEAUDETTE AND SWAIN	PO BOX 2049	NANTUCKET	MA	02584	14C EASY ST #S
4231	13	4	BEAUDETTE RICHARD P TR	C/O BEAUDETTE AND SWAIN	PO BOX 2049	NANTUCKET	MA	02584	14D EASY ST #N
4242	12		NANTUCKET YACHT CLUB		PO BOX 667	NANTUCKET	MA	02554	1 S BEACH ST
4242	13		WOODS HOLE MARTHAS VINEYARD &	NANTUCKET STEAMSHIP AUTH	PO BOX 276	NANTUCKET	MA	02554	27 STEAMBOAT WF
4242	14		WOODS HOLE MARTHAS VINEYARD &	NANTUCKET STEAMSHIP AUTH	1 STEAMBOAT WHARF	NANTUCKET	MA	02554	1 STEAMBOAT WF
4242	15		WOODS HOLE MARTHAS VINEYARD &	NANTUCKET STEAMSHIP AUTH	PO BOX 284	WOODS HOLE	MA	02543	3 STEAMBOAT WF
4242	16		ARNO JOSEPH V TRST ETAL	C/O KEN GULLICKSEN	PO BOX 2669	NANTUCKET	MA	02584-2669	31 EASY ST
4242	17		JUDSON J RICHARD & CAROLYN	FRENCH TRUSTEES/MATTHEW JUDSON	143 ORANGE ST	NANTUCKET	MA	02554	29 EASY ST
4242	18		NANTUCKET ISLANDS LANDBANK		22 BROAD STREET	NANTUCKET	MA	02554	27 EASY ST
4242	20		NANTUCKET ISLANDS LAND BANK		22 BROAD STREET	NANTUCKET	MA	02554	21 EASY ST
4242	23		NOTSOEASY LLC		PO BOX 23	NANTUCKET	MA	02554	26 EASY ST
4242	27		4ACK LLC	C/O VTT MANAGEMENT INC	1 CLARKS HILL RD #102	FRAMINGHAM	MA	01702	12 OAK ST
4242	63		GLIDDEN WALTER D JR ETAL		24 RUGGED RD	NANTUCKET	MA	02554	8 BROAD ST
4242	64		ELCYNAD LLC		PO BOX 1229	NANTUCKET	MA	02554	6 BROAD ST
4242	65		CAMERON WILLIAM & MOSHER CHERYL TRS	4&10 BROAD ST REALTY TRUST	4 BROAD ST	NANTUCKET	MA	02554	4 BROAD ST
4242	66		CENTRE AMA REALTY VENTURES LLC	C/O CHARLES RIVER REALTY GROUP LLC	PO BOX 262	NORWOOD	MA	02062	2 BROAD ST
4242	67		YOUNG ROBERT A TRST		P O BOX 779	NANTUCKET	MA	02554	28 EASY ST
4242	72		GLIDDEN WALTER JR ETAL		24 RUGGED RD	NANTUCKET	MA	02554	8 BROAD ST
4242	101		NANTUCKET TOWN OF		16 BROAD ST	NANTUCKET	MA	02554	1 STEAMBOAT WF
Count:	23								

NANTUCKET DREAMLAND FOUNDATION
P O BOX 989
NANTUCKET, MA 02554

NIR RETAIL III LLC
C/O NEW ENGLAND DEVELOP-ACCTING
DEPT
75 PARK PLAZA #3
BOSTON, MA 02116

SPLILT MILK LLC
99 FRANKLIN ST
WESTPORT, CT 6880

14 EASY STREET LLC
PO BOX 1173
NANTUCKET, MA 02554

BEAUDETTE RICHARD P TR
C/O BEAUDETTE AND SWAIN
PO BOX 2049
NANTUCKET, MA 02584

BEAUDETTE RICHARD P TR
C/O BEAUDETTE AND SWAIN
PO BOX 2049
NANTUCKET, MA 02584

NANTUCKET YACHT CLUB
PO BOX 667
NANTUCKET, MA 02554

WOODS HOLE MARTHAS VINEYARD &
NANTUCKET STEAMSHIP AUTH
PO BOX 276
NANTUCKET, MA 02554

WOODS HOLE MARTHAS VINEYARD &
NANTUCKET STEAMSHIP AUTH
1 STEAMBOAT WHARF
NANTUCKET, MA 02554

WOODS HOLE MARTHAS VINEYARD &
NANTUCKET STEAMSHIP AUTH
PO BOX 284
WOODS HOLE, MA 02543

ARNO JOSEPH V TRST ETAL
C/O KEN GULLICKSEN
PO BOX 2669
NANTUCKET, MA 02584-2669

JUDSON J RICHARD & CAROLYN
FRENCH TRUSTEES/MATTHEW JUDSON
143 ORANGE ST
NANTUCKET, MA 02554

NANTUCKET ISLANDS LANDBANK
22 BROAD STREET
NANTUCKET, MA 02554

NANTUCKET ISLANDS LAND BANK
22 BROAD STREET
NANTUCKET, MA 02554

NOTSOEASY LLC
PO BOX 23
NANTUCKET, MA 02554

4ACK LLC
C/O VTT MANAGEMENT INC
1 CLARKS HILL RD #102
FRAMINGHAM, MA 01702

GLIDDEN WALTER D JR ETAL
24 RUGGED RD
NANTUCKET, MA 02554

ELCYNAD LLC
PO BOX 1229
NANTUCKET, MA 02554

CAMERON WILLIAM & MOSHER CHERYL
TRS
4&10 BROAD ST REALTY TRUST
4 BROAD ST
NANTUCKET, MA 02554

CENTRE AMA REALTY VENTURES LLC
C/O CHARLES RIVER REALTY GROUP LLC
PO BOX 262
NORWOOD, MA 02062

YOUNG ROBERT A TRST
P O BOX 779
NANTUCKET, MA 02554

GLIDDEN WALTER JR ETAL
24 RUGGED RD
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

Baxter, Amy

From: noreply@civicplus.com
Sent: Friday, February 14, 2025 2:21 PM
To: Licensing
Subject: Online Form Submittal: New Liquor License Application

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

New Liquor License Application

LICENSING & PERMITS
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100, x5917 x5832
licensing@police.nantucket-ma.gov

NEW LICENSE APPLICATION

LIQUOR - COMMON VICTUALLER - ENTERTAINMENT

Application Documents	Submit
Town of Nantucket Application (this form)	Apply and submit online
ABCC New Liquor Application	Complete online, scan or save as pdf and submit to Licensing via email or in person.
Business Structure Documents	Upload below or submit with ABCC Application.
CORI Forms	Must be notarized. Submit with ABCC Application.
Proof of Citizenship - License Manager	Submit with ABCC Application.
Supporting Financial Documents for financing or loans	Submit copies with ABCC Application - best to submit in person and not send over email.
Lease or Deed	Upload below or submit with ABCC Application

Detailed Floor Plan	Upload below or email pdf to Licensing@police.nantucket-ma.gov .
Proposed Menu (if applicable)	Upload or describe below for Common Victualler License.

Fee Description	Fee	Payment
ABCC Application	\$200	Pay Online at time of application. Include email receipt with application.
Town of Nantucket Application	\$200	Make check payable to Town of Nantucket. Submit with application to Licensing Office.
Public Notice Advertisement	\$184.71	Make check payable to Inquirer and Mirror. Submit with application to Licensing Office.

LETTER TO SELECT BOARD: SUMMARY OF LICENSE APPLICATION

To whom it may concern,
I am Milan Basnet, Manager/Owner of ACK Fusion INC. ACK Fusion will be located on 31 easy street, Nantucket MA 02554. ACK Fusion will be a full service restaurant, serving very innovative food and drinks that will uplift the dinning culture of Nantucket.

I have been managing restaurants for over 15 years, my enthusiasm and passion for the restaurant industry have led me to re-open this restaurant in Nantucket. This project is a realization of my dreams.

Our focus will be on food, alcohol safety, while delivering the ultimate dining experience. We will seize this opportunity to honor our first responders, police, and town employees by offering a year-round discount on food.

APPLICANT INFORMATION

Business Name (ex. Nantucket Restaurant, LLC) ACK Fusion ,INC

Doing Business As (D/B/A) (ex. Nantucket Cafe) ACK Fusion

First Name of Primary Contact	Milan
Last Name of Primary Contact	Basnet
Title of Primary Contact	Business Manager/ Owner
Cell/Phone Number of Primary Contact:	617-800-3837
Email of Primary Contact	mbasnet9600@gmail.com
Additional Contact	Dipak Thapa 774-325-6789
Additional Contact Email	<i>Field not completed.</i>

LICENSE APPLICATION

Common Victualler and Entertainment Licenses required for ON-Premise Liquor Licenses only.

Proposed Licensed Premise Address	31 Easy Street Nantucket MA 02554
Please describe the proposed licensed premises to include all seating, serving and storage areas.	Premises has total of 2 floor. First floor has dinning hall, kitchen, walk-in coller and 2 bathroom. Second floor is overflow dinning hall.
Have you made or plan on making any renovations to the premises?	No
Describe renovations plan	<i>Field not completed.</i>
Change of Use	Yes
Planning Board/Zoning	<i>Field not completed.</i>
LIQUOR TYPE	On-Premise/CV: Restaurant
LIQUOR CLASS	Seasonal (April 1 - January 15)
LIQUOR CATEGORY	All Alcoholic Beverages

(Section Break)

COMMON
VICTUALLER/FOOD
SERVICE FOR ON-
PREMISE LICENSES

Seated Dining, Outdoor Dining, Take-Out, Delivery,
Private/Special Event Catering, Breakfast, Brunch, Lunch,
Dinner, Late Night Menu (Light menu/Bar Menu)

Describe Food and
Beverage Plan

ACK Fusion will be serving breakfast, lunch and dinner.
Guests can order meals to their table or have it to go. Guests
can order drinks from the table with the waitress or from the bar
with the bartender while seated at the bar.
All the staff will go through food and alcohol safety training.

(Section Break)

ENTERTAINMENT
FOR ON-PREMISE
LICENSES

NON-LIVE INDOORS: Background Streaming Music played
through House System

Will Furniture, tables,
chairs be moved for Live
Entertainment?

No

Entertainment Hours

Field not completed.

Describe Entertainment
Plan

Non- Live Indoor

UPLOAD DOCUMENTS

Upload required documents below. You may also email to
Licensing@police.nantucket-ma.gov or print and deliver to 4 Fairgrounds Road
02554, Mon-Fri 8am - 4 pm.

Upload Documents

Field not completed.

Upload Documents

Field not completed.

Upload Documents

Field not completed.

Upload Documents

Field not completed.

ADDITIONAL
COMMENTS,
QUESTIONS

Field not completed.

SIGNATURE OF
APPLICANT

Milan Basnet

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

The General Laws of Massachusetts

[Search the Laws](#)

PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE XX. PUBLIC SAFETY AND GOOD ORDER

Go To:
[Next Section](#)
[Previous Section](#)
[Chapter Table of Contents](#)
[MGL Search Page](#)
[General Court Home](#)
[Mass.gov](#)

CHAPTER 140. LICENSES

THEATRICAL EXHIBITIONS, PUBLIC AMUSEMENTS, ETC.

Chapter 140: Section 181. Theatrical exhibitions, etc.; licenses; fees; applications; suspension or revocation; workers' compensation coverage

Section 181. The mayor or selectmen may, except as provided in section one hundred and five of chapter one hundred and forty-nine, grant and set the fee for, upon such terms and conditions as are described hereinafter, a license for theatrical exhibitions, public shows, public amusements and exhibitions of every description, to be held upon weekdays only, to which admission is obtained upon payment of money or upon the delivery of any valuable thing, or in which, after free admission, amusement is furnished upon a deposit of money in a coin controlled apparatus, but in no event shall any such fee be greater than one hundred dollars. Notwithstanding the limitations of this paragraph, a license granted to a movie theater, including any drive-in theater, for the exhibition of motion pictures shall permit such exhibition seven days per week. The fee for such license shall not exceed the total amounts paid by a licensee for licenses issued in 1997 under this section and section 4 of chapter 136 then in effect; provided, however, that the fee for such license shall not be greater than \$500.

The application for such a license shall be in writing and shall fully and specifically describe the conditions of the proposed exhibition, show, or amusement and the premises upon which the proposed exhibition, show, or amusement is to take place, to the extent that such conditions or premises would affect the public safety, health or order. Upon written request of the mayor or selectmen, the applicant shall in addition furnish reasonable information concerning the conditions of the premises and actions to be taken in order to prevent danger to the public safety, health, or order. Within thirty days following receipt of such application, the mayor or selectmen shall grant a license or shall order a hearing preceded by at least ten days written notice to the applicant. Within forty-five days next following the close of such hearing, the mayor or selectmen shall grant such license or shall deny such license upon a finding that issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:

- if denying must use this criteria*
- (a) unreasonably increasing pedestrian traffic in the area in which the premises are located or
 - (b) increasing the incidence of disruptive conduct in the area in which the premises are located or
 - (c) unreasonably increasing the level of noise in the area in which the premises are located.

Notice of such a denial shall be delivered to the applicant in writing and shall be accompanied by a statement of the reasons therefor. No application shall be denied if the anticipated harm is not significant or if the likelihood of its occurrence is remote. The mayor or selectmen may impose conditions upon a license but said conditions may only relate to compliance with applicable laws or ordinances, or to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance or

to insure adequate safety and security for patrons or the affected public.

No applicant having been denied a license as aforesaid shall submit the same or a similar application within one year of said denial without including in said new application facts showing that the circumstances upon which the original denial was based have substantially changed.

The mayor or selectman may revoke or suspend a license granted pursuant to the provisions of this section upon finding, after a hearing preceded by ten days written notice to the licensee, that conditions exist which would have justified denial of the original application for such license provided, that the mayor or selectmen may petition the superior court department of the trial court to enjoin any violation of this section.

No license shall issue, however, for a traveling carnival, circus or other such traveling amusement which does not have its principal place of business within the commonwealth unless the licensee certifies that he has provided by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed by said licensee and that such insurance shall continue in full force and effect during the term of the license; and the licensee further certifies that he has obtained a policy of public liability insurance in the amount of at least twenty-five thousand dollars to pay any claims or judgments rendered against the licensee in favor of patrons or others to recover damages resulting from the negligence of the licensee. The amount of insurance of the policy hereinbefore required or in effect shall not limit or impair any right of recovery to which any plaintiff may be entitled in excess of such amount.



Agenda Item Summary

Agenda Item #	IV. 3.
Date	3/10/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Transfer Package Store Application – Transfer from Hightide Productions, Inc. dba Current Vintage, Margaret English, Manager to Mor Wine, LLC dba Mor Wine, Edwin Claflin, Manager.

Executive Summary

The Application requests the following:

- Transfer of the Seasonal All Alcoholic Beverages Package Store License
- Change of Location from Four Easy Street to 16 Federal Street
- Change of Category from Wine and Malt Beverages to All Alcoholic Beverages
- Pledge of Inventory
- Pledge of License

Staff Recommendation

Comments and Consideration:

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

The appropriateness of a liquor license at a particular location

- The new location of 16 Broad Street has not been issued any liquor licenses in the past. It has primarily been a retail location.

The number of existing dispensaries in Town

This is a transfer of an existing license within 3 blocks of original location in downtown Historic District.

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

- No public comments were received by Licensing as of 3-3-25.

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

- 16 Broad Street is downtown Historic District and majority of restaurants, shops and transportation for the island. The location is approx. 3 blocks from former location of Current Vintage.



The sort of operation that carries the license and reputation of the applicant

- The applicant is an owner and Liquor License Manager for Oran Mor Restaurant.

Background/Discussion

Please note that at the time of application the Town of Nantucket has reached its maximum number of package stores per the Quota – see attached summary report. The only transaction available is a Transfer as there are no NEW Licenses available.

Transactions:

Change of Location: A Transfer of a license can include a change of location for operation of the license especially in the case of a quota where no “New Licenses are available. The license is not tied to the original location.

Change of Category: Applicant requests to sell All Alcoholic Beverages. Current Vintage sold Wine and Malt Beverages.

Pledge of License and Inventory: In Massachusetts, pledging a liquor license, stock, or inventory as collateral requires obtaining approval from both the local licensing authority (LLA) and the Alcoholic Beverages Control Commission (ABCC). Applicant must submit the necessary forms, including a pledge agreement, promissory note, and a vote from the corporate board or LLC approving the pledge.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

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

Attachments

Transfer Liquor License ABCC Application; ABCC Summary Form; Draft Liquor License. Quota summary.





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

00177-PK-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee	Mor Wine, LLC	DBA	Mor Wine
Street Address	16 Federal Street, Nantucket, MA		Zip Code 02554
Manager	Edwin Claflin		
\$15 Package Store	Seasonal	All Alcoholic Beverages	
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	
		Granted under Special Legislation?	Yes ☐ No ☒
		If Yes, Chapter	
		of the Acts of (year)	

DESCRIPTION OF PREMISES

Complete description of the licensed premises

The building is a 3 story gabled wooden building. 1793 sq feet of total space in entire building with 1,442 square feet of isolated first floor commercial retail space for the licensed shop space. There is a main entrance into front of shop. There is a storage area, office, half bathroom, rear delivery entrance and exit located in the rear of retail space into garbage fenced in area.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	02-21-25	Time:		
Advertised:	Yes ☒ No ☐	Date Published:	02-27-25	Publication:	Inquirer and Mirror
Abutters Notified:	Yes ☒ No ☐	Date of Notice:	02-27-25		
Date APPROVED by LLA	03-10-25	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)					
For Transfers ONLY:					
Seller License Number:	00177-PK-0762	Seller Name:	High Tide Productions, Inc.		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

PUBLIC NOTICE

The Select Board will hold a public hearing on Monday, March 10, 2025 at 11:00 AM to hear the application for a Transfer of a Seasonal Package Store Liquor License from High Tide Productions, Inc.dba Current Vintage, Margaret English, Manager to Mor Wine, LLC dba Mor Wine, Edwin M. Claflin, Manager, a Change of Category from Wine and Malt to All Alcoholic Beverages and a Change of Location from Four Easy Street to 16 Federal Street, Nantucket, MA 02554. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

LICENSE #: **00177-PK-0762**

LICENSE FEE: **\$2,000.00**

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

TO BE CONSUMED OFF THE PREMISES

BUSINESS: **Mor Wine, LLC**
DBA: **MOR WINE**
PREMISES: **16 Federal Street**
Nantucket, MA 02554
MANAGER: **Edwin Claflin**

PREMISES DESCRIBED AS:

The building is a 3 story gabled wooden building. 1793 sq feet of total space in entire building with 1,442 square feet of isolated first floor commercial retail space for the licensed shop space. There is a main entrance into front of shop. There is a storage area, office, half bathroom, rear delivery entrance and exit located in the rear of retail space into garbage fenced in area

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

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

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature on this xx day of xx 202x.

Chair, Select Board

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

**Unless earlier suspended, cancelled, or revoked*



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality **NANTUCKET**

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| ☒ Transfer of License | ☒ Pledge of Inventory | ☐ Change of Class |
| ☐ Alteration of Premises | ☒ Pledge of License | ☒ Change of Category |
| ☒ Change of Location | ☐ Pledge of Stock | ☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| ☐ Management/Operating Agreement | ☐ Other | |

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

Mor Wine will be a boutique bottle shop in the historic downtown of Nantucket, 2 blocks away from its sister business Oran Mor Bistro and its award winning wine and spirits list. (See attached additional information)

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises	§15 Package Store	All Alcohol	Seasonal

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number **00177-PK-0762**

FEIN

Entity Name **MOR WINE LLC**

DBA **MOR WINE**

Manager of Record **Edwin M. Claflin**

Street Address **16 Federal St, Nantucket MA 02554**

Phone **[REDACTED]** Email **edwin@oranmorbistro.com**

Add'l Phone

Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The building is a 3 story gabled wooden building. 1793 sq feet of total space in entire building with 1,442 square feet of isolated first floor commercial retail space for the licensed shop space. There is a main entrance into front of shop. There is a storage area, office, half bathroom, rear delivery entrance and exit located in the rear of retail space into garbage fenced in area. A stairwell is being removed to provide more floor space is retail area and a larger service entrance is being added.

Total Sq. Footage **1,442**

Seating Capacity **NA**

Occupancy Number

Number of Entrances **1**

Number of Exits **3**

Number of Floors

3

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	HIGHTIDE PRODUCTIONS INC	By what means is the license being transferred?	Purchase
------------------------	--------------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Margaret English	owner	100
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Edwin M. Claflin	131 Polpis Rd Nantucket MA 02554 USA		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Owner	50%	☒ Yes ☐ No	☒ Yes ☐ No
MA Resident			
☒ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Eileen M. Harkness	5 GARDNER PERRY LA NANTUCKET 02554		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Owner	50%	☒ Yes ☐ No	☒ Yes ☐ No
MA Resident			
☒ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
			04/20/1981
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		

Additional pages attached?

☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Edwin M. Claflin	On Premise	J Etc LLC dba Oran Mor	Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	0
C. Other* (Please specify)	0.00
D. Total Cost	.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Eileen Harkness	\$
Edwin Claflin	
Cape Cod Five Cents Savings Bank	
Total:	A

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Cape Cod Five Cents Savings Bank		Mortgage	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

Eileen Harkness and Edwin Claflin have formed 16 Federal LLC to purchase the building and also formed Mor Wine LLC to lease the retail space and run a retail wine and spirits shop. Outside funding for the mortgage was secured through a local bank.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made? HIGHTIDE PRODUCTIONS INC

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
3/1/2016	current	Chef/owner	J Etc LLC, Nantucket	none
Jan '14	Feb '16	Chef	TESSA, NY	Cedric Tovar
2012	2014	Chef	Bobo, NY	Micheal Cecchi

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

We will differentiating ourselves from the other Off Premise shops by focusing on a curated list of grower produced champagnes, independent wine makers, award winning spirits, unique vermouths, along with interesting digestifs and aperitifs. Our focus will be quality producers over brand recognition or products available in most shops. Signature spirits and ingredients featured on our cocktail program will be highlighted and displayed along with menus and food pairing suggestions.

grower produced champagnes, independent wine makers, award winning spirits and unique vermouths, along with interesting digestifs and aperitifs. Our focus will be quality producers over brand recognition or products available in most shops. Signature spirits and ingredients featured on our cocktail program will be highlighted and displayed along with menus and food pairing suggestions.

APPLICANT'S STATEMENT

I, Edwin M Claflin the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Mor Wine LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 02/13/25

Title: Owner

CORPORATE VOTE

The Board of Directors or LLC Managers of

Mor Wine LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

02/13/2025

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Edwin Claflin

Name of Person

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

"VOTED: To appoint

Edwin Claflin

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Edwin M. Claflin

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



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

mass.gov/dor

Letter ID: L0539590048
Notice Date: January 7, 2025
Case ID: 0-002-717-364



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGH TIDE PRODUCTIONS INC
4 EASY ST
NANTUCKET MA 02554-3512

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HIGH TIDE PRODUCTIONS INC dba:CURRENT VINTAGE is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

HIGHTIDE PRODUCTIONS INC
4 EASY ST
NANTUCKET MA 02554-3512

Date: January 9, 2025
Letter ID: L0004074478
Employer ID (FEIN): XX-XXX1369

Certificate ID: L0004074478

FEIN: 04-3561369

The Department of Unemployment Assistance certifies that as of 08-Jan-2025, HIGHTIDE PRODUCTIONS INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 07-Feb-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduza-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາຖ່າຍເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែភ្លាមៗឱ្យបានត្រឹមត្រូវ។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.

MOR WINE LLC
CERTIFICATE OF ORGANIZATION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certify as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is Mor Wine LLC.

2. Address in Massachusetts Where Records Will Be Maintained. The address in Massachusetts where records will be maintained is 2 South Beach Street, Nantucket, Massachusetts 02554.

3. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 2 South Beach Street, Nantucket, Massachusetts 02554.

4. Agent for Services of Process. The name and address of the resident agent for service of process for the LLC is Sarah F, Alger, 34 Centre Street, Nantucket, Massachusetts 02554.

5. Date of Dissolution. The LLC is to have no specific date of dissolution.

6. Managers. At the time of formation of the LLC, its managers are Edwin M. Claflin and Eileen M. Harkness, whose business address is 2 South Beach Street, Nantucket, Massachusetts 02554.

7. Execution of Documents. Sarah F. Alger or any manager or successor manager of the LLC is authorized to execute any documents to be filed with the Secretary of the Commonwealth of Massachusetts.

8. Business of the LLC. The general character of the business of the LLC shall initially be the operation of a commercial wine shop and conducting any business related thereto or useful in connection therewith; provided, however, that the business and purposes of the LLC shall not be limited to its initial principal business activity, and, unless the Members otherwise determine, the LLC shall have authority to engage in any other lawful business, trade, purpose, or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or that may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are

necessary or convenient to the conduct, promotion, or attainment of the business, purposes, or activities of the LLC.

9. Execution of Documents Relating to Real Property. Sarah F. Alger or any manager or successor manager of the LLC is authorized to execute, acknowledge, deliver, and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property of the LLC under Section 66 of the Act, whether to be recorded with a registry of deeds or a district office of the Land Court.

IN WITNESS WHEREOF, the undersigned hereby affirm under the penalties of perjury that the facts stated herein are true, as of January 6, 2025.



Edwin M. Claflin



Eileen M. Harkness

From the office of:
RHODA H. WEINMAN, Attorney
36 Centre Street, P.O. Box 1365
Nantucket, MA 02554
(508) 228-9600

STANDARD FORM
PURCHASE AND SALE AGREEMENT

Agreement made this 19th day of September, 2024.

1.

PARTIES
AND MAILING
ADDRESSES

LEE H. DUNN, hereinafter called the SELLER, agrees to SELL and 16 FEDERAL LLC, a Massachusetts Limited Liability Company, or nominee, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2.

DESCRIPTION

16 Federal Street, Nantucket, MA as more fully described in Exhibit A attached hereto and made a part hereof.
3.

BUILDINGS, STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of the said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awning, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.
4.

TITLE DEED

Said premises are to be conveyed by a good and sufficient Statutory Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the Deed is to be delivered as herein provided, and said Deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

See permitted encumbrances set forth in Paragraph 27.
5.

PLANS

If said Deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the Deed in form adequate for recording or registration.
6.

REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said Deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said Deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7.

PURCHASE PRICE

The agreed purchase price for said premises is

have been paid as a deposit this day and

to be paid at the time of delivery of the Deed by wire transfer funds or Attorney's Nantucket Bank, a Division of Rockland Trust, IOLTA check or Cape Cod Five IOLTA account.

TOTAL

8. TIME FOR PERFORMANCE, DELIVERY OF DEED
Such Deed is to be delivered at 10 o'clock a.m. on the 4th day of February, 2025 unless otherwise agreed upon in writing. It is agreed that time if of the essence of this Agreement.
9. POSSESSION AND CONDITION OF PREMISES
Full possession of said premises free of all tenants and occupants is to be delivered at the time of delivery of the Deed, said premises to be then (a) to be conveyed in "as is condition", in the same condition as they are now, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, health regulations and HDC regulations, whether or not enforceable, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER or their authorized agent shall be entitled personally to inspect said premises prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause. SELLER agrees to leave the premises in broom-clean condition.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If at the extended time the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the Deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If at the expiration of the extended time the SELLER shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement, plus accrued interest, shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accordance with the provisions of this paragraph, if the Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:
 - (a) Pay over or assign to the BUYER, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) If a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereto to be used to restore the Premises to its former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the DEED, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
The acceptance of a Deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed.

15. **INSURANCE**
- Until the delivery of the Deed, the SELLER shall maintain insurance on said premises as follows:
- | | |
|--------------------|--|
| Type of Insurance | Fire and Extended Coverage |
| Amount of Coverage | as presently insured but not less than full replacement costs. |
16. **ADJUSTMENTS**
- Real estate taxes for the then current fiscal year and fuel shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the Deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**
- If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE**
- A Broker's fee for professional services in the amount of four (4%) percent in the amount of [REDACTED] Dollars is due from the SELLER to Jordan Real Estate, the SELLER'S broker herein, but only if, as, and when the closing takes place, the BUYER pays the total purchase price under Paragraph 7, and records the SELLER's Deed with Nantucket Deeds and not otherwise. At the same time, Jordan Real Estate shall pay one-half of such fee, being the amount of [REDACTED] Dollars to Maury People Sotheby's International Realty the BUYER'S broker. It is acknowledged that Maury People Sotheby's International Realty is acting as agent for the BUYER, and is not acting as an agent or subagent for the SELLER.
19. **BROKER(S)**
- The Broker(s) named herein, Jordan Real Estate and Maury People Sotheby's International Realty, warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSITS**
- All deposits made hereunder shall be held in escrow by Rhoda H. Weinman as escrow agent subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits under this Agreement pending instructions mutually given, in writing, by the SELLER and BUYER or their respective attorneys, or a court of competent jurisdiction.
- Said deposit shall be held in an insured, interest bearing account, and interest thereon shall accrue and be paid to the SELLER at the time of delivery of the Deed, except such interest is to be paid to the BUYER if the BUYER shall become entitled to a refund of such deposit and shall not waive such right.
21. **ESCROW AGENT**
- It is acknowledged that the Escrow Agent is not acting as the agent of the SELLER alone in that capacity, notwithstanding the fact that the Escrow Agent is the SELLER'S attorney. The Escrow Agent shall not release any deposits hereunder to either party to this Agreement without the written consent of both parties or the final order of a court of competent jurisdiction.
22. **BUYER'S DEFAULT DAMAGES**
- If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER is not in default hereunder, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the sole and exclusive remedy at law and in equity in lieu of specific performance.

23. BROKER AS PARTY The Broker(s) named herein, Jordan Real Estate and Maury People Sotheby's International Realty, join in this Agreement and become parties hereto, insofar as any provisions of this Agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree in writing.
24. LIABILITY OF TRUSTEE If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER nor any shareholder or any beneficiary of any trust shall be personally liable for any obligation, express or implied hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE, other than the premises is serviced by municipal water and sewer.
26. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYERS, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
27. PERMITTED ENCUMBRANCES The title to be conveyed hereunder may be subject to any or all of the following permitted encumbrances:

 (a) Laws, by-laws, rules and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, building codes, the Massachusetts Zoning Act and Nantucket Zoning By-Law, and rules and regulations of the Nantucket Historic District Commission and the Nantucket Board of Health; provided that none of the foregoing shall prohibit, prevent, or interfere with the use of the Premises for the BUYER's use and occupancy of the existing structure and other improvements and appurtenances now existing upon the Premises as now used.

 (b) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the Deed.

 (c) Any fee which may be imposed upon the transaction which is the subject of this Agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the Deed.

 (d) Subject to the rights and restrictions of record listed in Deed recorded July 16, 1985 at the Nantucket Registry of Deeds in Book 232, Page 144, to the extent it is in force and applicable.

 (e) Special Permit recorded February 10, 2004 at the Nantucket Registry of Deeds in Book 873, Page 192.

 (f) Special Permit recorded February 12, 2004 at the Nantucket Registry of Deeds in Book 874, Page 141.

 (g) Modification of Special Permit recorded January 4, 2010 at the Nantucket Registry of Deeds in Book 1215, Page 83.
28. TITLE STANDARDS Any matter relating to the performance of this Agreement which is the subject of a title, practice, or ethical standard of the Massachusetts Real Estate Bar

Association shall be governed by the provisions of such standard to the extent applicable.

29. VENUE
The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court or District Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in such action.
30. SEVERABILITY
If any provision or condition of this Agreement shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
31. EFFECT OF RESCISSION
In the event that this Agreement shall be rescinded by notice duly given pursuant to any provision hereof, this Agreement shall be null and void and without recourse to any party hereto, and all deposits, with interest accrued thereon, shall be forthwith paid over to the Buyer.
32. WARRANTY AS TO BROKER
The BUYER represents and warrants that the BUYER was not introduced to the Premises by any real estate broker other than Jordan Real Estate and Maury People Sotheby's International Realty and that the BUYER has not dealt with any other broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale except Jordan Real Estate and Maury People Sotheby's International Realty. SELLER represents and warrants that the SELLER has given no listing of the Premises such as to result in a broker's commission being payable with respect to this sale except to the broker(s) listed in Paragraph 19 of this Agreement. BUYER and SELLER hereby undertake and agree to save and hold each other harmless against any claims for brokerage commissions which may be asserted against either party including all costs and expenses, including reasonable attorney's fees, which may be incurred in defending against such claim.
33. TITLE INSURANCE CONTINGENCY
The BUYERS obligations hereunder are contingent upon and title to be conveyed pursuant to this Agreement shall not be deemed to be in compliance with the provisions of Paragraph 4 and 27 of this Agreement unless a commitment for the issuance of an Owner's Title Insurance Policy to the Buyers or the Buyers' nominee and a Lender's Title Insurance Policy for any prospective mortgagee, shall be available to the Buyers at the time of delivery of the Deed, for the insurance of the interest of such parties in the property subject only to standard exclusions from coverage printed in the policy cover, exceptions for real estate taxes not yet due and payable and for any other matters listed in Paragraph 27 of this Agreement. Said policy shall be in the ALTA standard form and shall be issued by a major title insurance company doing business in Massachusetts. The Buyers shall pay all standard and usual premiums for the issuance of such title insurance policy if such coverage is desired.
34. AGREEMENT DELIVERY DATE
For the purposes of this Agreement, the "Agreement Delivery Date" shall be the date upon which a fully-executed counterpart of this Agreement shall be delivered to the BUYER either by (a) delivering in hand to the BUYER'S attorney, or (b) by mailing to the BUYER in the manner provided herein.
35. AGENCY DISCLOSURE
Jordan Real Estate represents the SELLER in this transaction, not the BUYER, in the marketing, negotiating and sale of the subject property. Maury People Sotheby's International Realty represents the BUYER in this transaction, not the SELLER, in the marketing, negotiating and sale of the subject property. However, each broker or salesperson has an ethical and legal obligation to show honesty and fairness to all BUYERS in all transactions. The BUYER and SELLER hereby acknowledge receipt of this disclosure prior to the execution of this Agreement.
36. DELIVERY OF DOCUMENTS
At the time of delivery of the Deed, as a condition of performance hereunder, the SELLER shall deliver to the BUYER the following:

- (a) An affidavit with respect to mechanic's liens and parties in possession so as to allow the BUYER to obtain title insurance free from all encumbrances for such matters.
- (b) A Form 1099-S to be filed with the Internal Revenue Service pursuant to 6045(e) of the Internal Revenue Code.
- (c) A Certificate from the Nantucket Fire Department stating that said Premises has been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.
- (d) A Certificate in compliance with Internal Revenue Service Code Section 1445(b)(2) stating that they are not "foreign persons" as defined by the above section which provides their taxpayer identification numbers.
- (e) A Certificate stating that to the best of the SELLER'S knowledge, the residential premises being sold is not insulated with UREA Formaldehyde Foam insulation in accordance with the provisions of MGL Chapter 255, Section 1.
- (f) Recitation relative to Homestead pursuant to MGL Chapter 188, Section 13, sufficient to extinguish any homestead rights existing in the Premises, shall be incorporated into the Quitclaim Deed.
- (g) If applicable, a final inspection signature and/or Certificate of Occupancy, as the case may be, on any open building permits relating to the subject Premises.
- (h) In the event the Premises is serviced by oil heat, SELLER shall provide a Certificate of Compliance from the Nantucket Fire Department in accordance with the provisions of Chapter 135 of the Code of the Town of Nantucket, Fuel Storage Tanks.
- (i) Death Certificate for Tharon Sapp Dunn.
- (j) Affidavit of No Divorce

- 37. EXTENSION AUTHORITY By executing this Agreement, the BUYERS and SELLERS hereby grant to their attorneys, Rhoda H. Weinman and Reade, Gullicksen, Hanley & Gifford LLP, the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and the BUYERS and SELLERS shall be able to rely upon signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.
- 38. MORTGAGE DISCHARGES In the event that the premises are subject to any mortgage held by a Bank or credit union, or other mortgage lender lawfully registered with and subject to the jurisdiction of the Massachusetts Commissioner of Banks, the SELLER shall not be obligated to provide a discharge of such mortgage at the time of delivery of the Deed if arrangements have been made by the attorney for the BUYER'S mortgagee to withhold at the time of delivery of the Deed the funds necessary to pay off such mortgage in accordance with a written statement from the lender, setting forth the amount necessary to be paid for a full discharge of mortgage as of the date of delivery of the Deed, including any per diem charges for any delays in receipt of such payment; and provided further that in such event the SELLER shall use the SELLER'S best efforts to cooperate in the procurement and recording of such discharge after the delivery of the Deed, and the SELLERS obligation hereunder shall survive the delivery of the Deed.
- 39. HOME EQUITY LINE OF CREDIT In the event that the Premises are subject to a mortgage securing a line of credit as to which the balance is in part dependent upon advances secured by checks or orders executed by the Borrower, the SELLER shall furnish the BUYER, at

least fourteen (14) days prior to the date for delivery of the Deed, with a written confirmation, signed by an appropriate officer of the mortgagee, that all rights of the mortgagor to secure further advances have been terminated and will not be reinstated without notice to the BUYER or BUYER'S attorney, and setting forth the present balance of such line of credit, together with per diem interest and any other charges which may come due prior to the date for delivery of the Deed.

40. CONDITION OF PREMISES

The BUYER has been given the opportunity to enter upon the Premises, personally and with agents and independent contractors, for the purpose of making inspections of the Premises in order to determine the condition of the buildings upon the Premises and the structural and mechanical systems serving the same, and the presence of wood-destroying infestations or damage. On the basis of such inspections, the BUYER is satisfied with the present condition of the Premises, and agrees to accept delivery of the Premises in such as-is condition.

Notwithstanding the above, the BUYER will receive a Fifteen Thousand and 00/100 (\$15,000.00) Dollar credit for repairs.

41. FACSIMILE SIGNATURES

For purposes of this Agreement, facsimile signatures or e-mail signatures shall be considered as original.

42. 1031 EXCHANGE

The BUYER acknowledges that the SELLER has informed them that the SELLER may use this property to affect a tax-deferred exchange under Internal Revenue Code Section 1031 in connection with the sale of the premises and the SELLER's acquisition of replacement property. The BUYER agrees to cooperate in any reasonable manner in connection with such exchange, as may be requested by the SELLER provided that (a) the SELLER shall bear all expenses which may be incurred by either the SELLER or BUYER in connection therewith and (b) the SELLER shall indemnify and undertake to save forever harmless the BUYER from any loss, damage or expense arising from the BUYER's participation and cooperation in such tax-deferred exchange, such indemnity and undertaking to survive the delivery of the Deed hereunder.

43. NOTICE

All notices to be given pursuant to this Agreement shall be effective only when given in writing and mailed by certified mail, return receipt requested, to the other party at the following addresses:

To Seller:

Lee H. Dunn
Post Office Box 1846
Nantucket, MA 02554

with a copy, regular mail, to:

Rhoda H. Weinman, Attorney
36 Centre Street, Post Office Box 1365
Nantucket, MA 02554
weinman@nantucketislandlaw.net
(508) 228-9600

To Buyer:

16 Federal LLC
16 Federal Street
Nantucket, MA 02554

with a copy, regular mail,
to:

Reade, Gullicksen, Hanley & Gifford, LLP
6 Young's Way
Nantucket, MA 02554
(508) 228-3128

EXHIBIT A

That certain parcel of land, together with all improvements thereon known and numbered as 16 Federal Street, Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL ONE

NORTHERLY	by	land now or formerly of Frederick R. Currie and Robert R. Currie et ux and by other land of the grantor herein, hereinafter described as Parcel Two, fifty-five and 33/100 (55.33) feet;
EASTERLY	by	Federal Street, thirty and 30/100 (30.30) feet;
SOUTHERLY	by	land now or formerly of Frank L. Hardy and Mary A. Hardy, Land Court Case No. 15924, fifty-nine and 70/100 (59.70) feet; and
WESTERLY	by	Lot 2 on plan hereinafter mentioned, thirty-one and 25/100 (31.25) feet.

Said land is shown as Lot 1 on plan of "Land Surveyed for Est. of Ethel E. Mackiernan", drawn by Josiah S. Barrett, Engineer, dated January 14, 1961, and recorded in Plan Book 15, Page 96 at the Nantucket Registry of Deeds.

PARCEL TWO

NORTHERLY	by	land now or formerly of Frederick R. Currie and Robert T. Currie et ux, thirty-one (31.00±) feet, more or less;
EASTERLY	by	Federal Street, one and 60/100 (1.60) feet;
SOUTHERLY	by	other land of the grantor herein, described as Parcel One herein, thirty-one (31.00±) feet, more or less; and
WESTERLY	by	land now or formerly of said Currie, one and 45/100 (1.45) feet.

For title reference, see Deed recorded at the Nantucket Registry of Deeds in Book 232, Page 144.

DocuSign Envelope ID: 3277A31B-210E-45D2-B23A-465F9DFFFA79

SELLER:



BUYER:



Edwin M. Claffin

DocuSigned by:

Eileen Harkness

Eileen Harkness

761CAB972B26433

ESCROW AGENT:



BROKER:



License #: 7005216

Office License #: 7884

BROKER:

License #: _____

Office License #: _____

LEASE AGREEMENT

by and between

16 Federal LLC

and

Mor Wine LLC

16 Federal Street
Nantucket, Massachusetts

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of January 7, 2025, by and between 16 FEDERAL LLC, a Massachusetts limited liability with a principal office located at 16 Federal Street, Nantucket, Massachusetts 02554 (the "Lessor") and MOR WINE LLC, a Massachusetts limited liability company, with a principal office located at 2 South Beach Street, Nantucket, Massachusetts 02554 (the "Lessee").

1. Premises. In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed, and observed, the Lessor does hereby lease and demise unto the Lessee one-half (1/2) of the first floor of the building situated on those two (2) certain parcels of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 16 Federal Street, being Lot 1 on plan of land, dated January 14, 1961, drawn by Josiah S. Barrett, Engr., entitled "Land Surveyed for Est. Ethel E. Mackiernan," recorded with Nantucket Deeds in Plan Book 15, Page 96, and the small, slightly off, rectangular-shaped piece of land on said plan (the "Premises").

Notwithstanding the foregoing, this Lease is subject to those two (2) certain leases entered into by and between the Lessor and Second Wind LLC (the "Second Wind Lease") and the Lessor and J. Etc. LLC (the "J. Etc. Lease"). Copies of the Second Wind Lease and the J. Etc. Lease are attached hereto as Exhibits L1 and L-2.

2. Lease Term. The Term of this Lease of the Premises shall be for the period commencing at 12:00 noon on DATE, 2025 and terminating at 12:00 noon on DATE, 2026 (the "Term").

3. Rent.

(a) The Lessee (jointly and severally) shall pay Rent in the amount of [REDACTED] for the Term in [REDACTED] Thousand, Two Hundred Fifty Dollars (\$6,250.00) to be received by the Lessor at the address set forth in the first paragraph hereof on the first day of each month beginning DATE, 2025 and ending DATE, 2026.

(b) Late Charges. Without relieving the Lessee of the Lessee's obligation to pay Rent on a timely basis, and in addition to any other remedies available to the Lessor, the Lessee agrees that the Lessor shall have the right to charge the Lessee a late fee of Five Hundred Dollars (\$500.00) on any rental payment that is not paid within five (5) days after the due date and to increase the sum of said Late Charge and the unpaid portion of Rent at the rate of Eighteen Percent (18%) per annum. Such sum shall be paid

to the Lessor as additional Rent. In the event of non-payment of any Late Charges, the Lessor shall have, in addition to all other rights and remedies, all rights and remedies provided for in this Lease and by law in the case of non-payment of Rent. No failure by the Lessor to insist upon strict performance by the Lessee of its obligations to pay Late Charges shall constitute a waiver by the Lessor of the **Lessor's** rights to enforce the provisions of this Paragraph in any instance thereafter, nor shall acceptance of Late Charges be deemed to extend the time for payment of Rent or any part thereof under this Lease. The provisions for Late Charges stated herein shall not limit or affect the **Lessor's other remedies** against the Lessee under this Lease or under law, including, but not limited to, the **Lessor's right to charge** the Lessee for all costs and expenses (including, but not limited to, the **Lessor's attorney's fees**) incurred in connection with the collection of Rent and late charges from the Lessee.

(c) Security Deposit. The Lessor, by execution hereof, acknowledges receipt of Six Thousand, Two Hundred Fifty Dollars (\$6,250.00) as security for the performance of the **Lessee's** obligations under this Lease, including without limitation the surrender of possession of the Premises to the Lessor as herein provided (the "**Security Deposit**"). The Security Deposit shall be held by the Lessor with no duty of accounting. If the Lessor applies any part of the Security Deposit to cure any default of the Lessee, the Lessee shall on demand deposit with the Lessor the amount so applied so that the Lessor shall have the full Security Deposit on hand at all times during the Term

4. Taxes, Utilities, and Fixtures. The Premises shall be serviced by such utilities as were furnished to the Premises as of the commencement date of the Term. The Lessee shall promptly pay all costs during the Term for heat, gas, oil, propane, electricity, license fees, trash removal, cable, internet, landfill, sewer, water, snow removal, and telephone and any other utility payments during the Term that are related to the Premises and the use thereof by the Lessee. The Lessee's payments shall be made directly to the company or individual providing such services to the Premises. Bills for such services shall be paid within ten (10) days of receipt. The Lessor shall have the right to require the Lessee to make its own arrangements with the appropriate utility companies for services to be furnished to the Premises for the Lessee's own account.

At no time shall the Lessee allow the water pipes to freeze due to cold temperatures. The Lessee shall have the pipes drained by a certified plumber if the Premises are to be closed during the winter. At no time shall the Lessee turn the heat to the Premises or any unit therein completely off. A minimum temperature of fifty (50) degrees shall be maintained at all times. At such times as the Premises may be closed for business during the winter months, the thermostat shall be set at a minimum of fifty-five (55)

degrees. The Lessor reserves the right to enter the Premises with or without notice to the Lessee to check the heat and pipes during the winter months, and the Lessee shall provide to the Lessor with keys and alarm codes to this end.

The Lessor shall pay all taxes that may be lawfully charged, assessed, imposed, or levied against the real property on which the Premises is located, and the Lessee shall promptly reimburse the Seller for any such payments upon demand. The Lessee, at the **Lessee's sole cost and expense, shall promptly pay any and all taxes that may be lawfully charged, assessed, imposed, or levied against the improvements on the Premises, fixtures, and equipment of every type, and also upon any use of the Premises, and all personal property and property of Lessee's business.** The Lessee shall also pay all license fees and other charges that may lawfully be imposed upon any business of the Lessee conducted upon the Premises.

Such taxes and installments shall be due and payable within ten (10) days of receipt **by the Lessee of the Lessor's invoice.** In every case, taxes shall be adjusted to take into account any abatement or refund thereof paid to the Lessor by the appropriate **authorities, less all of the Lessor's costs of securing such** abatement or refund (the Lessor having the sole right to contest Taxes).

5. Use. The Lessee shall use and occupy the Premises for the purposes of running a retail wine shop, managing the Premises, and conducting related office and storage purposes ancillary thereto. The Premises shall be used by the Lessee for no other purpose without the express, prior written consent of the Lessor, which consent may be withheld for any reason or for no reason.

It is the obligation of the Lessee to make itself aware of, and promptly comply with, at the **Lessee's sole cost and expense,** all orders, directions, rules, regulations, laws, and bylaws of all government authorities, insurance companies or similar groups. Notwithstanding anything in this Lease to the contrary, the Lessee shall make no alterations to the Premises that would trigger compliance with any such orders, directions, rules, regulations, laws, and bylaws of all government authorities, insurance companies or similar groups, including without limitation the Americans with Disabilities Act of 1990, as to which the Premises are currently exempt from enforcement.

6. The Lessee's Covenants. The Lessee, at the Lessee's sole cost and expense, during the Term covenants and agrees as follows:

(a) Except where such compliance is the obligation of the Lessor under this Lease, the Lessee shall comply with all laws, bylaws, regulations, rules, orders, and directions of all governmental authorities, insurance companies, or similar groups,

including, without limitation, (i) all environmental protection laws, rules, and regulations, such as prohibitions on certain kinds of plastic packaging materials and other waste disposal products; and (ii) all rules, regulations, and/or by-laws regarding the recycling or segregation of refuse.

(b) The Lessee shall procure and maintain all applications, inspections, permits, and licenses required by the Town of Nantucket and the Commonwealth of Massachusetts, if any, for the use and occupation of the Premises for the operation of the Lessee's business in the Premises.

(c) The Lessee shall not and shall not permit others to cause the Premises to be overloaded, damaged, or defaced, or any trade or occupation to be conducted on the Premises or any use thereof that shall be unlawful, improper, noisy, or offensive or contrary to any federal, state, or municipal laws, bylaws, regulations, rules, or orders, or injurious to any person or property.

(d) No act or thing shall be done upon the Premises that may make void or voidable insurance on the Premises or building against fire, or that renders any increases or extra premium payable for such insurance. Any increase of premium for such coverage resulting from Lessee's use of the Premises shall be the Lessee's obligation to pay.

(e) The Lessee covenants and agrees that at all times during the Term, the conduct of business on the Premises will be that of a standard equivalent to that of other first class establishments in the downtown area of Nantucket, that all displays and advertising methods will be dignified and that the reputation, preservation, care, and appearance of the Premises and the appearance, number, location, nature, and content of all interior decorative fixtures, exterior decorations, displays, exhibits, signs, and any other kinds or forms of inscriptions in or about the Premises shall be dignified.

(f) In the event the Lessor notifies the Lessee in writing of its disapproval of any of the foregoing and the Lessee does not take prompt remedial action within thirty (30) days of such notice, then such failure on the part of the Lessee shall constitute an Event of Default hereunder, as defined herein below.

7. Maintenance of Buildings, Grounds, and Equipment.

(a) The Lessee, at the Lessee's sole cost and expense, shall perform the following on or about the Premises:

(i) The Lessee shall keep the interior and exterior of the Premises and all systems serving the same,

including, without limitation, the heating, air conditioning, electrical, water, and sewer systems, in as good repair, order, and condition as the same were in at the commencement of the Term or in such condition as the Premises may be put after repair or renovation of the Premises at any time during the Term, ordinary wear and tear and damage by casualty and condemnation excepted.

(ii) The Lessee shall keep any portions of the Premises shared with others in a neat, clean, and orderly manner free of trash, litter, and refuse.

(iii) The Lessee shall replace all glass that may become damaged or broken in the Premises with glass of the same kind and quality.

(iv) The Lessee shall keep the windows of the Premises clean, both interior and exterior sides, throughout the Term.

(v) The Lessee shall keep the exterior of the Premises and the public ways adjoining the Premises in a neat, clean, and orderly manner free of trash, litter, and refuse. Lessee shall promptly, after each snow event, keep the entrance way, walk, and steps of the Premises free of snow and ice as needed in order to provide access to the Premises. The Lessee shall, daily, when open for business, sweep the entrance to the Premises and sidewalks immediately adjacent to the Premises, and shall remove all litter to an appropriate trash receptacle. No trash or litter may be swept into a street gutter or onto an adjoining sidewalk, street, or public way.

(b) If the Lessee fails to perform any of the maintenance obligations of Paragraph 7(a) and such failure continues for ten (10) days after Notice from the Lessor, the Lessor shall have the right, but not the obligation, to perform or cause to be performed any or all such obligations, and the Lessee shall pay, as additional Rent, the costs the Lessor incurs in connection with such performance on the date for the payment of Rent following the Lessee's receipt of the Lessor's bill for the cost of such performance.

(c) The Lessor will deliver the Premises to the Lessee in "AS IS" condition.

(d) The Lessor, at the Lessor's sole cost and expense, be responsible for exterior painting, repairs, maintaining professional landscaping services of the Premises if desired by the Lessor, and all other maintenance of the Premises not expressly undertaken by the Lessee hereunder.

8. Quiet Enjoyment. The Lessor covenants and agrees that

the Lessee, subject to the terms of this Lease, and upon payment of Rent and the full and faithful performance of all of the other obligations hereunder, and upon the Lessee's compliance with and performance of all other terms and conditions of this Lease, shall and may peaceably and quietly have, hold, occupy, possess, and enjoy the Premises during the Term.

9. Alterations. The Lessee may not make any additions or alterations to or upon the Premises without the prior written consent of the Lessor, which consent may be withheld for any reason or no reason; provided, however, that the Lessor shall consent to reasonable alterations necessary to convert the lower level of the Premises to a coffee shop as contemplated by the Lessee. Any and all alterations shall be at the sole cost, risk, and expense of the Lessor.

10. Signs. The Lessee shall not erect or place any advertising, occupational, or other sign on the exterior or interior that is visible from the exterior of the Premises without the prior written approval of the Lessor and the Nantucket Historic District Commission.

11. Insurance.

(a) The Lessee agrees to maintain in full force during the Term a policy of commercial general liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like, or otherwise in the broadest and most comprehensive form then generally available from time to time, under which the Lessor, the Lessor's lender(s) (if any), and any other parties reasonably designated by the Lessor are named additional insured on a primary basis and the Lessee is named primary insured. Each such policy shall be written by a reputable and financially sound insurance company authorized to do business in Massachusetts with a Best or equivalent financial rating of A-VI or better and non-cancelable with respect to the Lessor and the Lessor's said designees without thirty (30) days' prior written notice to the Lessor, and a certificate of insurance shall be delivered to Lessor. The Lessee will provide a copy of the insurance policies upon request of the Lessor. The minimum limits of liability of such insurance shall be Two Million Dollars (\$2,000,000.00) combined liability and property damage on an occurrence form; or such higher limits as the Lessor may from time to time reasonably request. If the Lessee or any subtenant of the Lessee has employees, the Lessee shall also maintain, or ensure that such subtenants maintain, in full force during the Term a policy of workers compensation in statutory limits and employer's liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident, per disease, per employee.

(b) The Lessee agrees to use and occupy the Premises at the Lessee's own risk and that the Lessor shall have no

responsibility or liability for any loss of or damage to the **Lessee's leasehold improvements or to fixtures or other personal** property of the Lessee or those claiming by, through, or under the Lessee. The provisions of this Paragraph shall apply during the whole of the Term hereof and any renewal or extension thereof.

(c) The Lessee agrees that the Lessor shall not be responsible or liable to the Lessee or to those claiming by, through, or under the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connecting with the Premises, or otherwise, or for any loss or damage resulting to the Lessee or those claiming by, through, or **under the Lessee, or the Lessee's property, from the bursting,** stopping, or leaking of water, gas, sprinkler, sewer, or steam pipes.

(d) The foregoing provisions of this Paragraph 11 (as well as any other provisions herein dealing with indemnity and the like by the Lessee or the Lessor) shall be deemed to be modified in each case by the insertion in the appropriate place of the language: **"except as otherwise provided in Mass. Gen. Laws c. 186, §15"**.

(e) The Lessee also agrees that the Lessee shall continuously keep its fixtures, merchandise, equipment, and other personal property from time to time located in, on, or about the Premises, and all leasehold improvements to the Premises constructed or installed by Lessee insured against loss or damage by fire with the usual extended coverage and all risk endorsements in amounts equal to the full replacement cost thereof. The Lessee shall furnish to the Lessor evidence of such continuous insurance coverage satisfactory to the Lessor. It is understood and agreed **that the Lessee assumes all risk of damage to the Lessee's own** property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

(f) Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), the Lessor and the Lessee mutually agree that with respect to any loss to their property that is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss, and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

(g) The Lessee shall permit no act or thing to be done upon the Premises that may make void or voidable or increase the

premiums payable for any fire or other insurance on the Premises or the building in which the Premises are located. The Lessee agrees to pay to the Lessor, as additional rent, any insurance premium increase resulting from the Lessee's use or occupation of the Premises.

(h) The Lessor may obtain, at the Lessor's sole cost, insurance covering the Premises from loss or damage by fire, with all Risk of Physical Loss and such other insurance as from time to time the then holder of the first mortgage that includes the Premises shall require or the Lessor shall deem advisable, but such coverage shall specifically exclude property or improvements installed or belonging to the Lessee. The Lessor may also elect to maintain, at the Lessor's sole cost, liability insurance covering the Premises. The Lessee shall promptly reimburse the Lessor for the costs of any and all premiums for such coverage upon demand from the Lessor.

12. Assignment and Sublease. The Lessee shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of the Lessor, which consent may be withheld for any reason or for no reason. Notwithstanding any such consent, the Lessee shall remain unconditionally and principally liable to the Lessor for the payment of all Rent and for the full performance of the conditions and covenants of this Lease.

13. Defaults and Remedies. This Lease is subject to the express condition that if the Lessee shall cause an "Event of Default," which shall mean and include, without limitation, (a) neglect or failure to pay Rent or any installment thereof, additional Rent, or any other payment obligation hereunder, on the date such payment is due, (b) failure to perform or observe any of the other covenants or agreements in this Lease to be performed or observed by the Lessee, (c) the taking by execution or other process of law of any of the personal property of the Lessee situated on the Premises, (d) the declaration of the Lessee as bankrupt or insolvent according to the law, or (e) any assignment of the Lessee's property for the benefit of creditors, and such Event of Default continues more than ten (10) days after notice thereof given in the manner provided herein, then, at the election of the Lessor, this Lease shall terminate, and the Lessor may lawfully, immediately, or at any time thereafter, and without demand or notice, enter into and upon the Premises, or any part thereof, in the name of the whole and repossess the same, and expel the Lessee and those claiming through or under the Lessee and remove the Lessee's effects without prejudice to any remedies that might otherwise be pursued or exhausted for arrears of Rent or preceding breach of covenants or conditions; and the Lessee further covenants and agrees that if an Event of Default occurs, or the Lessee breaches or defaults on any obligation to pay or covenant or condition to be performed hereunder, whether or not the Lessor terminates this Lease, the Lessee shall be responsible for and be

obligated to pay the Lessor for all costs and expenses incurred by the Lessor, including attorneys' fees, in the collection of any rental payments or other obligations due hereunder in arrears, and for the duration of the Term, and all costs and expenses, including attorney's fees, relating to such Lease including, without limitation, rental, utilities, and other expenses.

14. Indemnification. The Lessee covenants and agrees that it will indemnify the Lessor and save the Lessor harmless from any and all costs, claims, expenses, including attorneys' fees, and damages to property or injury to persons, or both, arising out of or caused by any act or omission, negligent or otherwise, of the Lessee or any other Lessees or tenants on the Premises, the Lessee's agents, servants, or invitees, and also from any such claims, demands, or liability however arising or caused, resulting from the use of the Premises by the Lessee or the leasing of any portion of the Premises, including without limitation the apartment on the Premises or the area of the Premises rented pursuant to the Graficas Lease. In the event formal action is instituted against the Lessor on any claim so arising, the Lessee shall defend the same at its own expense and pay any judgment rendered therein against the Lessor, or, at the election of the Lessor, the Lessor may defend the same. If the Lessee refuses or neglects to so defend any and all such actions upon the request of the Lessor, or if the Lessor elects to defend such action, the Lessee shall pay all costs, expenses, and attorneys' fees that the Lessor incurs in the defense of such action.

15. Condemnation and Destruction. In the event the Premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any street or other public use or shall be destroyed or damaged by fire or other unavoidable casualty or by the action of the Town of Nantucket or other authorities or shall receive any direct or consequential damage for which the Lessor or the Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance by any public authority, after the execution hereof and before the expiration or termination of this Lease, then this Lease shall terminate at the election of the Lessor, and such election may be made in case of any such taking notwithstanding the entire interest of the Lessor may have been divested by such taking; and if the Lessor should not so elect, then in case of any such taking, or destruction of, or damage to, the Premises, rendering the same or any part thereof unfit for use and occupation, the Lessor shall adjust or suspend the Rent hereinabove reserved, according to the nature and extent of the damages sustained by the Premises; provided, however, that if the Premises are rendered unfit for the uses set forth in Paragraph 5 of this Lease, then, in that event, this Lease shall terminate.

16. Surrender of Premises. At the expiration or termination of the Term, the Lessee shall remove the Lessee's goods and effects

and those of all persons claiming under them and will peaceably release and surrender to the Lessor the said Premises and all erections and additions made to or upon the same that are permanent and not removable without damage to the Premises and which the Lessor desires not to be removed in good repair, order, and condition in all respects, damage by fire or other unavoidable casualty and reasonable wear and tear excepted.

17. Inspection: Right of Entry. The Lessor or its agents may, during the Term or any extension or renewal thereof, enter to view the Premises, after reasonable notice to the Lessee (or at any time without notice in the event of an emergency or pursuant to Paragraph 4 hereof) and may remove placards and signs not approved and affixed as herein provided, and may make repairs and alterations if the Lessee should elect to do so; provided that **such repairs and alterations do not adversely impact the Lessee's** use of the property pursuant to Paragraph 5 hereof, and at any time within three (3) months before the expiration of the Term, may affix to any suitable part of the Premises a notice for letting or selling the Premises, and keep the same so affixed without hindrance or molestation.

18. Ownership of Interior Fixtures and Improvements. All interior improvements and additions made by the Lessee, including, but not limited to partitions, shall immediately become the property of the Lessor and may not be removed by the Lessee without the prior written consent of the Lessor, and if such consent is given, the Lessee shall cause to be repaired any damage to the Premises, if any, resulting from such removal. Those improvements and additions that are moveable items of personal property shall remain the property of the Lessee. The Lessor shall have the right to require the Lessee to remove any such interior fixture at the expiration of the Term hereunder as the Lessor may desire.

19. Subordination. The Lessee agrees that this Lease is and shall continue to be subject and subordinate to any mortgage of record on the Premises existing at the time of execution of this Lease and to any amendments or modifications thereto and to any disbursements that are made of any loan secured by any such mortgage, whether such amendments, modifications, or disbursements are made before or after execution of this Lease. The Lessee agrees that it will, from time to time, at the request of the Lessor, subordinate this Lease to any future mortgage, deed of trust, assignment, or security indenture, and to any and all advances made or to be made thereunder, provided that in the instrument of subordination, the mortgagee or trustee or assignee shall agree that so long as the Lessee shall not be in default, the Lessee shall not be disturbed in the quiet enjoyment of the leased Premises.

20. Warranty as to Broker. The Lessee represents and warrants that the Lessee was not introduced to the Premises by any

broker and that the Lessee has not dealt with any broker in connection with this Lease in any fashion that will give rise to a claim for a commission. The Lessee hereby undertakes and agrees to save and hold harmless the Lessor from and against any claims for brokerage commissions that may be asserted against the Lessor in connection with this Lease, including all costs and expenses that may be incurred by Lessor in defending against any such claim, as to which the Lessee shall be in breach of such representation and warranty. The Lessor represents and warrants that the Lessor has given no exclusive listing of the Premises such as to result in a broker's commission being payable with respect to this Lease and has not listed the Premises under circumstances that would give rise to any other commission being payable in connection with this Lease. The Lessor hereby undertakes and agrees to save and hold harmless the Lessee from and against any claims for brokerage commissions that may be asserted against the Lessee in connection with this Lease, including all costs and expenses that may be incurred by Lessee in defending against any such claim, as to which the Lessor shall be in breach of such representation and warranty.

21. Miscellaneous

(a) Notices. Any notice ("Notice") from the Lessee to the Lessor or from the Lessor to the Lessee relating to the Premises or the occupancy thereof shall be deemed duly served only if delivered in hand or mailed by Certified Mail, Return Receipt Requested, to the address of the Lessor or the Lessee as set forth above or such other address as may be designated by like written notice.

(b) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist. The Lessor and the Lessee expressly submit and consent to the jurisdiction of the Massachusetts Trial Court, District or Superior Court Departments, Nantucket Division, located on the Island of Nantucket, Commonwealth of Massachusetts, with respect to any controversy arising out of or relating to this Lease or any amendment, addendum, renewal, or supplement thereto.

(c) Complete Agreement. This Lease contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements. This Lease may not be modified except in writing executed and signed by the Lessor and the Lessee.

(d) Severability. If any provision or condition of this Lease shall be determined invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

(e) Recording. This Lease shall not be registered with the Nantucket Registry District or recorded with Nantucket Deeds. Any purported registration or recording shall be null and void and shall be considered an Event of Default hereunder.

(f) Joint and Several. If more than one party signs as the Lessor or the Lessee hereunder, the conditions and agreements herein of the Lessor or the Lessee shall be joint and several obligations of each such party.

(g) Counterparts. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. For purposes of this Lease and the rights of the parties to enforce it, a facsimile or other electronic transmission of a signature, including, but not limited to DocuSign, shall have the same force and effect as an original signature.

* * * * *
Signature page follows

Executed as of the date first above written.

LESSOR:

16 Federal LLC

By:



Edwin M. Claflin, Manager



Eileen M. Harkness, Manager

LESSEE:

Mor Wine LLC

By:



Edwin M. Claflin, Manager



Eileen M. Harkness, Manager

EXHIBIT L-1

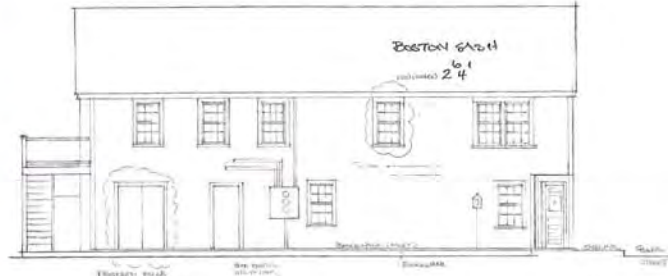
(Lease between 16 Federal LLC and Mor Wine LLC for the Premises
at 16 Federal Street, Nantucket, Massachusetts)

Second Wind Lease

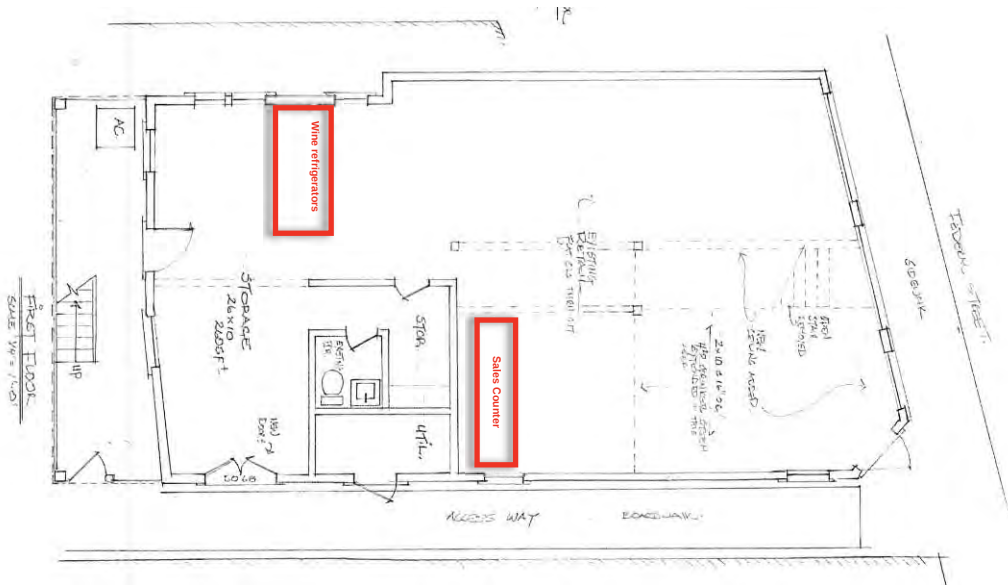
EXHIBIT L-2

(Lease between 16 Federal LLC and Mor Wine LLC for the Premises
at 16 Federal Street, Nantucket, Massachusetts)

J. Etc. Lease



SEE DOW
15 FEDERAL STREET





Town & County of
NANTUCKET, MA

At the Select Board meeting held Monday, March 10, 2025 the Board approved the application for a Liquor License Transfer and New Location for a Seasonal All-Alcholic Beverages Package Store License for Mor Wine, LLC dba Mor Wine, located at 12 Federal Street, Nantucket, MA 02554, Edwin Clafin, Manager. The Board determined that this liquor license is not detrimental to the spiritual activities of St. Mary's Roman Catholic Church, 3 Federal Street, or The Nantucket United Methodist Church, 2 Centre Street, Nantucket, MA 02554, both located within 500 feet of the licensed premises of Mor Wine.

Brooke Mohr, Chair

Matt Fee, Vice Chair

Dawn Hill-Holdgate

Thomas M. Dixon

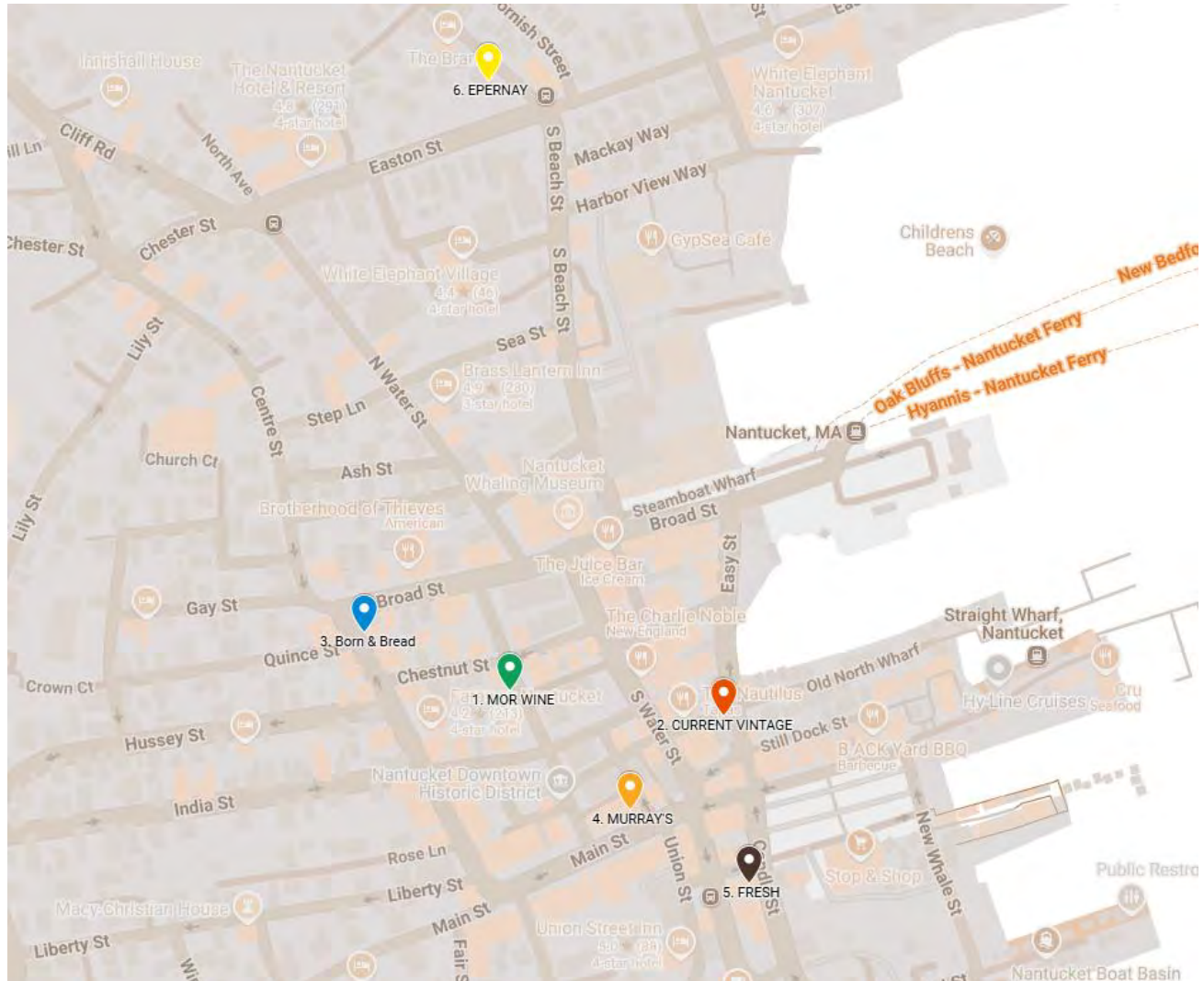
Malcolm W. MacNab

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4231	70		29 CENTER STREET LLC		867 BOYLSTON ST 4TH FL	BOSTON	MA	02116	16- FEDERAL ST
4231	72		NIR RETAIL II LLC	C/O NEW ENGLAND DEVOP-ACCTING DEPT	75 PARK PLAZA SUITE 3	BOSTON	MA	02116	18 FEDERAL ST
4231	126		NIR RETAIL II LLC	C/O NEW ENGLAND DEVOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	14 FEDERAL ST
4231	174		ST MARYS ROMAN CATHOLIC CHURCH		6 ORANGE ST	NANTUCKET	MA	02554	3 FEDERAL ST
4231	199		NANTUCKET UNITED METHODIST CHU		PO BOX 264	NANTUCKET	MA	02554	2 CENTER ST
Count:	5								



CORE DISTRICT || PACKAGE STORES



<u>LICENSE</u>	<u>CLASS/CATEGORY</u>	<u>DISTANCE</u>
1. MOR WINE (APPLICANT)	Seasonal/All Alcohol	0
2. CURRENT VINTAGE (FORMER LOCATION)	Seasonal/Wine/Malt	480 ft
3. BORN & BREAD	Annual/Wine/Malt	373 ft
4. MURRAY'S BEVERAGES	Annual/All Alcohol	353 ft
5. FRESH	Seasonal/All Alcohol	698 ft
6. EPERNAY	Seasonal/All Alcohol	1478 ft