

Town and County of Nantucket  
Board of Selectmen • County Commissioners

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C. Elizabeth Gibson  
Town & County Manager

*AGENDA FOR THE MEETING OF THE  
BOARD OF SELECTMEN  
JANUARY 27, 2016 - 6:00 PM  
PUBLIC SAFETY FACILITY COMMUNITY ROOM  
4 FAIRGROUNDS ROAD  
NANTUCKET, MASSACHUSETTS*

- I. CALL TO ORDER*
- II. BOARD ACCEPTANCE OF AGENDA*
- III. ANNOUNCEMENTS*
  1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
- IV. PUBLIC COMMENT\**
- V. NEW BUSINESS\**
- VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS*
  1. Approval of Payroll Warrant for Week Ending January 24, 2016.
  2. Approval of Treasury Warrants for January 27, 2016.
  3. Approval of Pending Contracts for January 27, 2016 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.
- VII. CITIZEN/DEPARTMENTAL REQUESTS*
  1. Harbor and Shellfish Advisory Board: Request for Selectmen to Schedule Public Hearing to Amend Town of Nantucket Shellfishing Policy and Regulations to Allow for Free Scallop Licenses to Retired Commercial Scallopers 60 Years of Age or Older.
  2. Erik Abjornson and Katrina Schymik Abjornson: Request for Approval of License Agreement to Allow for Encroachment of Front Steps and Portion of Landing onto Town-owned Property at 5 Green Lane.

3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel A34, Nobadeer Avenue as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes, Nobadeer Avenue in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated February 7, 2011, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-24, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
4. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel D-1, Woodbine Street as Shown on Plan of Land Entitled "Roadway Disposition Plan in Nantucket, Mass. of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Dated December 29, 2010, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-10, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
5. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcels C-1 and J-1, Woodbine Street as Shown on Plan of Land Entitled "Roadway Disposition Plan in Nantucket, Mass. of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Dated December 29, 2010, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-10, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.
6. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel I-6A, Irving Street as Shown on Plan of Land Entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated November 9, 2015, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-108, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
7. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel I-6B, Irving Street as Shown on Plan of Land Entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated November 9, 2015, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-108, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

#### ***VIII. PUBLIC HEARINGS***

1. Public Hearing to Consider Taking a Portion of Paper Streets Described Below for General Municipal Purposes and or Public Access or Open Space, Pursuant to MGL Chapter 79, or Otherwise:

- a) Bosworth Road Between a Line Extending the Northern Property Line of Assessor Map 92.4, Parcel 114 to the Northern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard); Dorset Road Between the Northern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard) and the Atlantic Ocean; Wanoma Way (f.k.a. Atlantic Boulevard) Between the Western Sideline of Dorset Road (f.k.a. Easton Road) to the Eastern Sideline of Joy Road; and Joy Road Between the Southern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard) to the Atlantic Ocean, All as Authorized by Vote of Article 97 of 2014 Annual Town Meeting;
  - b) A Triangular Parcel of Land Bounded by Beach Plum Avenue Between the Eastern Sideline of South Shore Road, the Western Sideline of Assessor Map 67, Parcel 337, and a Line Extending the Southern Property Line of Assessor Map 67, Parcel 337, Shown as Parcel 1 on Plan 2015-107, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 97 of 2014 Annual Town Meeting;
  - c) West Chester Street (Portion) Extending through Assessor Map 41, Parcel 486 (5 Wannacommet Road) and a Triangular Portion at Northwest Corner of Assessor Map 41, Parcel 480 (21 Crooked Lane), Shown as Parcel 1 on Plan 2015-52, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 102 of 2015 Annual Town Meeting;
  - d) Unnamed Way Between a Line Extending Across said Way at its Intersection with West Chester and Franklin Streets Abutting 42, 44, and 44R West Chester Street and 3, 3R, and 5 Franklin Street, Shown as Parcel A on plan 2015-86, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 102 of 2015 Annual Town Meeting.
2. Public Hearing to Consider a Request from Blackwell & Associates, Inc., on Behalf of Applicants Kenneth W. Douglas and James H. Barker, for a Waiver from the Town of Nantucket Sanitary Sewer Policy, Adopted January 6, 1999 and Amended June 26, 2002, to Allow the Structure at 33 Madaket Road to Connect to the Individual Force Main that Services the Adjoining Douglas-Barker Property at 35 Madaket Road (REQUEST WITHDRAWN).

**IX. TOWN MANAGER'S REPORT**

1. Review of Draft Memorandum of Understanding Between Selectmen and Nantucket Airport Commission Regarding Repayment of Town Subsidies to Airport from FY 2012 to FY 2014.
2. Airport Enterprise Fund; Wannacommet Water Company Enterprise Fund; Siasconset Water Enterprise Fund FY 2017 Projected Budgets.
3. Monthly Town Management Activities Update.

***X. SELECTMEN'S REPORTS/COMMENT***

1. Ratification of Decision Regarding Appeal of Joseph Freeman and Juliana and Theodore P. Lyman of Historic District Commission (HDC) Approval of Certificate of Appropriateness (COA) No. 64611, with Regard to the Property Location of 13 C Street, Nantucket, Map 60.2.1, Parcel 76 (Continued from January 6, 2016; January 20, 2016).
2. Discussion Regarding Bike Routes In and Out of Town (Continued from January 13, 2016).
3. Approval of Purchase and Sale Agreement and Right of First Refusal Agreement with Harbor Fuel Oil Corporation for Portion of 11 Industry Road.
4. Committee Reports.

***XI. ADJOURNMENT***

*\* Identified on Agenda Protocol Sheet.*

**Board of Selectmen Agenda Protocol:**

- **Roberts Rules:** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

*Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.*

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Selectmen Report and Comment:** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN**  
*January 27, 2016*

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
License Agreement	Board of Selectmen/ Town Admin	Nantucket Community Sailing, Inc.	(\$1.00)	License agreement for use of Polpis Harbor and adjacent area for recreational facilities from June 15, 2016 - August 30, 2016	n/a
Professional Service Agreement	Town Admin	Titan Energy	n/a	Brokering services for competitive purchase of electrical energy for the Town	n/a

**From:** [Peter B. Brace](#)  
**To:** [Libby Gibson](#)  
**Cc:** [Erika Mooney](#); [Jeff Carlson](#); [Sheila Lucey](#); [William Pittman](#)  
**Subject:** Over-60 scallop license amendment  
**Date:** Thursday, January 14, 2016 12:27:21 PM  
**Attachments:** [Over-60 scallop license.docx](#)  
[Over-60 license language - HSAB, Dec. 1, 2015.docx](#)

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Libby,

The Harbor & Shellfish Advisory Board instructed me on Dec. 1, to request a public hearing for the purpose of amending the town's shellfish regulations to add a compromise on the over-60 scallop license. We're acting request from Nantucket resident and former commercial scalloper Lionel Starr who represents many other island citizens seeking the restoration of this regulations, which the Board of Selectmen removed from the regulations, at the HSAB's request on March. 2015.

Let me know if you have any questions.

Peter B. Brace,  
Chairman

Jan. 14, 2016

Rick Atherton  
Bobby DeCosta  
Matt Fee  
Tobias Glidden  
Dawn Hill-Holdgate

Mr. DeCosta,

The Harbor & Shellfish Advisory Board requests that the Board of Selectmen hold a public hearing at its earliest convenience for the purpose of restoring the over-60-years-old scallop license, which the selectmen deleted from the town's shellfish regulations on March 4, 2015 acting on the HSAB's recommendation among others. The HSAB voted unanimously at its Dec. 1, 2015 meeting to recommend that the Board of Selectmen amend Section 2, Subsection 2.14 – Methods of Taking by adding Subsection 2.14b as detailed in the attachment to this emailed letter.

Originally, the HSAB recommended that the selectmen remove this part of the shellfish regulations because during the time our board was working to revise the shellfish regulations, the fishermen on the HSAB and staff in the Natural Resources Department felt that this special license was being abused. Previously issued by the town at no charge to anyone over 60 years old, the license allowed the taking of two bushels a day during Nantucket's commercial scallop season. Although scallops harvested with this license weren't to be sold commercially and were intended for personal use, the HSAB learned that some commercially licensed scallopers were fishing with some of those individuals possessing the over-60 license and selling all scallops caught. Given the uncertainty of scallop populations from year to

year and the trend of declining eelgrass beds, the HSAB decided it prudent to do away with this free license.

However, since the adoption of the revised shellfish regulations last March, four Nantucket citizens representing scores of other year-round residents, requested that the HSAB reconsider its' and the selectmen's action on the over-60 license. Working with this group's spokesman, Lionel Starr, and former Nantucket Harbormaster Dave Fronzuto, the HSAB arrived at a compromise that all agreed to. If the Board of Selectmen vote in the positive, the over-60 scallop license would be issued free only to year-round Nantucket residents who formerly commercially scalloped in Nantucket waters for the taking of two bushels per week for personal use.

Please let me know if you need any more information on this request.

Thank you for your time and patience.

Sincerely,

Peter B. Brace,  
Chairman, Harbor & Shellfish Advisory Board

Suggested language change/addition to Town of Nantucket's Shellfish Regulations:

**Existing language:**

2.14 - Methods of taking

The taking of any shellfish from the waters of the Town of Nantucket shall be limited to hands, dip nets, rakes and tongs, unless otherwise noted within these regulations.

**Suggested additional language:**

Add the following language below Subsection 2.14:

2.14b - Methods of Taking

Any Nantucket Resident over the age of sixty (60) who has previously held a commercial permit to harvest bay scallops within the waters of Nantucket may, between November 1 and March 31, take two (2) bushels of bay scallops per week by methods used previously by such person, including the use of a dredge, if applicable. These scallops are for the personal consumption of the permit holder and will not be sold, bartered or presented for commercial purposes. Recreational violations outlined in Section 7.6 are applicable.

Add a new category to the chart in Subsection 3.11b as follows:

“Retired scalloper                      Free”

Add new row within the bay scallop section of the chart in Subsection 3.3:

In the Limit column add: “2 bushels per week” and in the Size and Special Considerations column add: “Under section 2.14b”

Town of Nantucket  
Shellfishing Policy and Regulations  
As Adopted on March 4, 2015 by Nantucket Board of Selectmen  
Under Authority of Massachusetts General Law, Chapter 130  
Under Authority of Chapter 122 of the Code of the Town of Nantucket

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## **Section 1 – Shellfishing Policy for the Town of Nantucket/Purpose of Regulations**

The purpose of these regulations is to preserve, protect and restore Nantucket’s shellfisheries, underwater and intertidal habitats within the Town of Nantucket’s jurisdiction. These regulations supplement and are consistent with the requirements of the Commonwealth of Massachusetts including Massachusetts General Law Chapter 130, Code of Massachusetts Regulations 322, the Code of the Town of Nantucket Chapter 122, the Town of Nantucket Shellfish Management Plan, the Nantucket and Madaket Harbors Action Plan, and the current Best Management Practices for the Shellfish Culture Industry in Southeastern Massachusetts, developed by Southeastern Massachusetts Aquaculture Center (SEMAC).

To implement this policy, the Board of Selectmen or their designee may restrict the taking of shellfish by commercial or noncommercial permit holders in any area or in any manner for the purpose of managing the fishery or habitats.

The waters of the Town of Nantucket that are used for commercial shellfishing and shellfish aquaculture are a unique resource, therefore the granting of commercial shellfishing permits and licenses for aquaculture are restricted to declared domiciled residents of Nantucket (See Section 4.1).

## **Section 2 – General Regulations (Applying to Recreational, Commercial and Aquaculture Licenses)**

### **2.1 – License or Permit Required**

All persons taking shellfish for recreational or commercial purposes shall be required to have a shellfish permit as issued by the Town of Nantucket.

#### **2.1a – Display of license**

All persons taking shellfish for recreational or commercial purposes shall be required to clearly display a shellfish permit/pin as issued by the Town of Nantucket.

### **2.2 – Areas where Recreational and Commercial Shellfishing May Occur**

Any area within the Town of Nantucket’s waters; unless posted as closed by the Commonwealth of Massachusetts or Town of Nantucket.

### **2.3 – Daily Limit**

No permit holder shall take shellfish or other marine organisms in excess of the daily limit.  
(See individual species per permit type)

### **2.4 – Landing Shellfish**

No shellfish shall be brought ashore except in their shells.

### **2.5 – Daily Time Limit**

Permit holders shall be able to take shellfish from the waters of the Town by allowed methods from one half hour before sunrise to one half hour before sunset unless otherwise specified in these regulations.

### **2.6 – Closures and Red Flag**

Closures of the shellfishery shall apply to both recreational and commercial fisheries and shall be noted by red flags as posted by the Shellfish Warden. The Red Flag will be raised at the Town Pier (located at 34 Washington St.) and Jackson’s Landing in Madaket. Other closure events for water quality or habitat preservation shall be posted by the Shellfish Warden at the specific site of the closure. All closures will be posted at the Town Pier, Natural Resources Office, and on the

Natural Resources Department webpage. Closures may be related (but not limited) to temperature or shellfish strandings.

#### 2.7 – Temperature Restrictions

No shellfishing shall be carried on when the air temperature is below 28 degrees Fahrenheit (2 degrees Celsius), as determined by the Shellfish Warden, areas licensed for aquaculture are exempt from this regulation. A red flag will be raised at the Town Pier (located at 34 Washington St.) and Jackson’s Landing in Madaket. Vessels are required to return to shore and land shellfish if the temperature dips below 28°F.

#### 2.8- Habitat Sensitive Areas

No commercial or recreational shellfishing may occur in areas deemed “habitat sensitive” and have a posted closure by the Board of Selectmen or its designee.

#### 2.9 – Bay Scallop Strandings

No taking of bay scallops, either recreational or commercial shall be carried on during a red flag stranding event as determined by the Shellfish Constable.

#### 2.10 – Poaching

Any unauthorized person who poaches or otherwise disturbs any shellfish in any amount or in any location shall be subject to criminal penalties and potential civil penalties  
**(See MGL Chapter 130; and Section 11. 6 Revocation of Shellfishing Permits.)**

#### 2.11 – Disturbance of licensed or closed areas

No person other than the license holder or their designee shall inspect, disturb or handle any shellfish or gear within the marked leased or closed area.

#### 2.12 – Inspection on demand

All persons harvesting, carrying away, or otherwise having in their possession shellfish or marine organisms of any kind, in a boat, container, shanty, or vehicle shall exhibit all such shellfish for inspection by the Shellfish Wardens, Police Officers or any other duly authorized agents.

#### 2.13 – Possession of Seed

An individual or entity must file a state scientific permit, state propagation permit, or aquaculture license with the Natural Resources Department if planning on possessing seed shellfish for any reason. A violation of this regulation shall exist if the total catch contains more than 5% seed shellfish.

#### 2.14 – Methods of taking

The taking of any shellfish from the waters of the Town of Nantucket shall be limited to hands, dipnets, rakes and tongs, unless otherwise noted within these regulations.

#### 2.15 – SCUBA diving and snorkeling

All persons taking shellfish using SCUBA or snorkeling shall be required to display a dive flag for each individual in the water. Flag must be within 100 feet of diver. Recreational divers and snorkelers must have a pin on their person.

#### 2.16 – Transplanting

##### 2.16a – Transplanting Shellfish Outside of Nantucket Waters

No shellfish of any size shall be taken out of the Town for the purpose of transplanting or to be placed in any waters outside the limits of the Town without proper permits.

##### 2.16b- Shipping of Live Shellfish for Broodstock/Propagation Purposes

No live shellfish of any size shall be shipped outside of Nantucket for broodstock or propagation purposes until a pathology certificate is provided and permission is granted from the Board of Selectmen or its designee.

##### 2.16c – Transplanting Shellfish into Nantucket Waters

No shellfish shall be planted or transplanted into the waters of the Town of Nantucket, without the proper permits, certificates of origin, and approval by the proper authorities.

##### 2.16d – Harvesting Seed from the Wild Not Allowed

The taking of seed is prohibited without the proper permits and approval by the proper authorities.

2.16e- Wet Storage of Recreational Shellfish Prohibited. The holding or storing of a recreational shellfish catch within Nantucket waters in any amount for any amount of time is prohibited.

#### 2.17 By-Catch

No by-catch of any species in excess of 5% of the licensed targeted shellfishery shall be allowed for commercial purposes. Any by-catch that is less than 5% of the total catch must be in season according to the Division of Marine Fisheries and the Town of Nantucket. If allowable by-catch is to be sold commercially, you must have a commercial license for that species.

2.18 Catch Reports Provided to the Town

2.18a-Commercial Catch Reports: Holders of Commercial Shellfish Permits shall submit a monthly catch report to the Shellfish Warden, on forms provided. It shall be the responsibility of the permit holder to insure that he/she submits the required Catch Report no later than the fifteenth(15) day of the month following the month for which such report is being made:(i.e. December 15,January 15, February 15, March 15, and April 15).Failure to submit a catch report shall be a violation of the Town of Nantucket.

2.18b-Recreational Catch Reports: All recreational shellfish permit holders shall file an annual catch report with the Town, stating the amount, species, and place of shellfish harvested, for the twelve months ending on the preceding March 31. A new permit may not be issued until the catch report has been completed by the permit holder.

### Section 3– Recreational (Non-commercial) Shellfishing

#### 3.1 – Permits

The recreational harvest of shellfish requires all individuals age 14 or older to obtain a recreational shellfish permit through the Town of Nantucket. All children participating in shellfish harvesting under the age of 14 must be accompanied by a valid permit holder. Shellfish taken by a child under the age of 14 are included in the catch limit of the permit holder.

3.1a- Town of Nantucket Recreational Shellfish Licenses are not transferrable or subject to refunds

#### 3.1b – Annual Permits (April 1 – March 30)

Resident	\$35.00
Resident over 60	Free (Lifetime permit)
Non-Resident (all ages)	\$125.00
Non-Resident (all ages) – weekly	\$50.00
Replacement fee	\$5.00

\*All fees are to be set by the Board of Selectmen

\*\*Residency requirements apply for residency fees (See Section 4.1.a)

#### 3.2 – Cannot harvest for commerce

No person holding a recreational permit shall harvest shellfish, eels or sea worms for the purpose of sale, trade or other consideration.

#### 3.3 – Harvest criteria by species

Measurement requirements

3.3 – Recreational Harvest criteria by species

Species	Season	Days	Limit	Size and Special Considerations
Bay scallops	Open October 1 – March 31	Wed. – Sun.	1 bushel per week	Must possess a well defined growth ring. <b>Exception: Bay scallops that have a well-defined raised annual growth line located less than 10mm from the hinge of the shell, shall be lawful to harvest and possess if the shell height is at least 63.5mm or 2.5"</b>
Quahogs	Year round	Daily	1 – 10 quart bucket/day; no more than 1 bushel/week	1" thick at hinge
Soft-shell Clams	Closed June 15 <sup>th</sup> - Sept. 15	Sunday Only	1 – 10 quart bucket	2" in length <b>Note: undersized clams must be replanted neck upright covered with a layer of sand.</b>
Razor Clam	Closed June 15 <sup>th</sup> - Sept. 15	Sunday Only	1 – 10 quart bucket	2" in length <b>Note: undersized clams must be replanted neck upright covered with a layer of sand.</b>
Blue Mussel	Year round	Daily	1 bushel/week	2" in length <b>Note: can be taken by one standard bay scallop dredge outside of Eelgrass areas.</b>
Oysters	Year round	Daily	0.5 bushel/week	3" in length
Conch	Closed Dec.16- April 14	Daily	1 bushel/week	2.75" in width
Blue Crab	Closed January 1- April 30	Daily	25 crabs/day	5" from spine to spine <b>Note: Hand or dip net only – State permit required for other methods of taking</b>
Horseshoe crabs				Prohibited
Green Crab				In order to harvest green crabs you must obtain a Letter of Authorization (LOA) from DMF
Eels	Year round	24 hours/day	50/day	6" minimum <b>Note: can be taken by gigging or by dip net 1.5" mesh netting or bigger; Requires state recreational saltwater fishing license</b>
Other shellfish (limpets, periwinkles, blood arks, sea clams, sea quahogs, sea scallops, winkles)				May be taken in accordance to the laws of Massachusetts-see state regulations

## **Section 4-Commercial Shellfishing**

### **4.1 Eligibility for All Commercial Shellfishing Permits**

4.1.a: Must meet residency requirements: A declared resident of the Town of Nantucket: Written proof that Nantucket is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Board of Selectmen or their designee. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or verification information as deemed necessary by the issuing agency. To qualify as a resident under these regulations an individual must have maintained that residence for one full year. Any commercial permit will be revoked if the holder ceases to meet the residency requirement for the Town of Nantucket.

4.1.b: Applicant must be 14 years of age or older.

4.1.c: Minors under fourteen (14) without a permit: Person under fourteen (14) are permitted to harvest shellfish in a commercial area while under the supervision of a parent or a guardian holding a commercial permit. No shellfish may be taken in excess of the daily limit of the permit held by the parent or guardian.

4.1.d: Permits will only be issued after the applicant has shown proof of having a valid State Commercial Permit with a shellfish endorsement and a valid Shellfish Transaction Card from the DMF **(CMR 322 7.01 (2) g,i,k)**

4.1. e.: Unnaturalized Foreign Born Persons: Commercial permits will not be issued to those who have resided on Nantucket for at least five (5) years prior to making an application **(MGL Chapter 130; Section 55)**.

**4.2: Harvest must be tagged:** Each day at the time of harvest, any commercial permit holder who has shellfish of any kind for sale, trade or other consideration, must legibly mark all containers of shellfish using legal tags. **(MGL Chapter 130; Section 81/83)**.

**4.3 Commercial Species Shellfish Permits (other than Bay Scallops):** Commercial Permits for Quahogs, Blue Mussels, and Conchs/Whelk shall be filed with the Town of Nantucket or its designee on an annual basis and shall be valid for one (1) year from date of approval.

**4.4 Commercial Permit Required for Dragging/Dredging:** The owner or operator of a vessel engaged in commercial shellfishing in the waters of the Town of Nantucket involving the use of a drag, dredge, or other mobile gear, shall hold a valid Town of Nantucket Commercial Shellfishing Permit.

## **BAY SCALLOP REGULATIONS (Commercial)**

### **4.5 Commercial Bay Scallop Permit Requirements**

4.5.a: Commercial Bay Scallop Applications and Commercial Scallop Apprentice Applications must be filed and paid in full with the Nantucket Police Department prior to 5:00 pm on March 31<sup>st</sup> for the commercial season beginning the following November 1<sup>st</sup> and lasting through March 31<sup>st</sup> of any given year.

4.5. b: Late Applicants: Applications for Commercial Scalping or Commercial Scallop Apprentices filed after 5:00 pm on March 31<sup>st</sup> will not be valid for scalloping until December 1<sup>st</sup> or as of the 30<sup>th</sup> day after the date submitted, whichever is later. No waivers will be granted.

4.5. c: Commercial Bay Scallop Permits shall be issued for a period of one year from April 1.

### **4.6 Apprentice Commercial Bay Scallop Permit Requirements**

4.6.a: Must meet residency requirements.

4.6.b: All applicants for a commercial scallop permit that do not have a history of being issued such a permit from the Town of Nantucket will be issued an "apprentice permit." Apprentices are required to scallop with a valid commercial scallop permit holder that agrees to participate in the apprentice program for forty (40) active fishing days. Apprentices and their mentors must attend a pre-season workshop with the Department of Natural Resources. After providing proof of apprenticeship completion to the Department of Natural Resources and the Harbor and Shellfish Advisory Board, the apprentice will be issued a valid commercial scallop permit. For all other purposes, the holder of an apprentice permit will be considered a fully permitted commercial scallop fisherman during the term of the apprenticeship and thereby bound by all applicable laws and regulations.

**4.7 No Transfer or Refunds for Town of Nantucket Commercial Shellfish Permits:** No transfers or refunds of Town of Nantucket commercial shellfish permits will be granted.

**4.8 Commercial Bay Scallop Season and Days:** The Board of Selectmen shall allow the taking of bay scallops for commercial purposes from November 1-March 31 on Monday-Friday only, with the exception of Christmas Day. When Christmas falls between Monday-Friday of any given year, scalloping shall be allowed the following Saturday. Any alteration to these dates shall be done in accordance to **Ch.122, Section 122-9, Code of the Town of Nantucket**. The Board of Selectmen may grant permission for the collection of scallop seed outside the commercial season for the purpose of moving seed.

**4.9 Commercial Bay Scallop Daily Start Time and Landing Hours:** Dredges may be deployed between the hours of 6:30 am and 4:30 pm. All commercial bay scallop boats must be at off-loading points by 4:30 pm.

**4.10 Returning to Shore to Pick Up Cullers:** A license holder may return to shore to pick up a culler but no more than 2.5 bushels of bay scallops may be on board when the culler boards the vessel.

**4.11 Returning to Shore for Other Reasons With the Intention of Resuming Scalping on the same Day:** License holder must notify the shellfish warden if he/she plans to resume so that the boat may be checked upon arrival.

**4.12 Transferring of Scallops:** No transferring of catch from one boat to another.

**4.13 Commercial Bay Scallop Limits:** The Board of selectmen shall allow the taking of 5 level bushels (shells included) in “town approved boxes” per commercial bay scallop permit. Each boat may have a maximum of 10 level bushels harvested with two (2) valid commercial bay scallop permit holders on board.

**4.14 Bay Scallop Size Harvest Criteria: (322 CMR.6.11):** No person shall land or possess bay scallops without a well defined growth line and that growth line shall measure at least 10 millimeters from the hinge of the shell. *Exception: Bay Scallops that have an annual growth line located less than 10 millimeters (mm) from the hinge of the shell, shall be lawful to harvest if the shell height is at least 63.5 millimeters (mm) or 2.5 inches.*

**4.15 Use of Dredges for Commercial Bay Scallops:** Dredges may not be used before 6:30 am or after 4:30pm on any given scalping day. The weight of any given dredge is restricted to 35 pounds (lbs). The use of two or more dredges connected by an iron bar or any similar device is prohibited. No dredge or dredges greater than twenty-eight inches (28”) will be permitted. Power-hoisting of dredges is permitted provided no dredge is more than 28” wide, seven (7) rings deep, and the net on the dredge is not over eighteen (18) mesh long. Only 8 dredges are allowed to be towed at any given time.

**4.16 Landing Location of Bay Scallops:** All bay scallops harvested in Nantucket waters shall be landed in Nantucket and catch shall remain in boxes.

## **Quahog Regulations (Commercial)**

**4.17 Commercial Quahog Harvesting Days/Hours:** Quahogs may be harvested daily from ½ hour before sunrise to ½ hour before sunset.

**4.18 Commercial Quahog Limit:** No more than twenty (20) bushels including shells in town approved boxes shall be taken per permit per day. If there are two (2) commercial permits on board, then 40 bushels may be harvested.

**4.19 Quahog Size Harvest Criteria:** No person shall take or have in his possession quahogs less than one inch (1”) thick at the hinge.

**4.20 Commercial Harvest Methods:** Hand collecting and rakes shall be allowed provided the teeth spacing on rakes is a minimum of one inch (1”) and basket openings are a minimum of 15/16” inches across. All other methods of harvesting quahogs, including dredging, must be pre-approved in writing by the Town of Nantucket or its designee.

## **Blue Mussel Regulations (Commercial)**

**4.21 Commercial Blue Mussel Harvesting Days/Hours:** Blue Mussels may be harvested daily from ½ hour before sunrise to 1/2hour before sunset.

**4.22 Commercial Blue Mussel Limit:** No more than ten (10) bushels including shells in town approved boxes shall be taken per permit per day. If there are two (2) commercial permits on board, then 20 bushels may be harvested.

**4.23 Blue Mussel Size Harvest Criteria:** No person shall take or have in his possession blue mussels less than two inches (2") in length.

**4.24 Commercial Harvest Methods:** Hand collecting, rakes, tongs. All other methods of harvesting blue mussels, including dredging, must be pre-approved in writing by the Town of Nantucket or its designee.

## **Conch/ Whelks (Commercial)**

**4.25 Commercial Conch/Whelk Harvesting Season/Days/Hours:** Conchs/Whelks may be harvested from April 15-December 15, daily from ½ hour before sunrise to 1/2hour before sunset.

**4.26 Commercial Conch/Whelk Limit:** 200 Tagged Pots

**4.27 Conch/Whelk Size Harvest Criteria:** Currently 2 ¾" at the greatest width to be raised 1/8 " per year to the optimal size of 3 ½". (First increase to be implemented by the DMF for the 2014 season).

**4.28 Commercial Conch/Whelk Harvest Methods:** Hand collecting, rakes, and tongs. Pots are limited to state permit holders.

**4.29 Town Permit Required for Commercial Conch/Whelk Harvest in Town Waters:** A town permit is required to commercially conch within Nantucket and Madaket Harbors. The boundary line for Nantucket Harbor will be from the end of the east jetty to the end of the west jetty. The boundary line for Madaket Harbor is from eel point to Ester's Island. (See map for details section 10).

**4.30 Prohibition of Harvest:** Commercial harvest of whelks/conch prohibited every other year. A schedule of closures will be approved by the Town of Nantucket or its designee.

**4.31 Maximum Allowable Pots in Nantucket and Madaket Harbors:** The maximum allowable pots in Nantucket and Madaket Harbor combined will not exceed 90 pots. Tags will be issued in equal number amongst permit holders and are transferrable.

### **Other Shellfish Species (Commercial)**

**4.32** Other shellfish or crab species shall not be taken for commercial purposes from the waters of the Town of Nantucket without the express written permission of the Natural Resources Department, Harbor Shellfish Advisory Board, and the Board of Selectmen.

### **4.33 Town of Nantucket Commercial Permit Fees**

Bay Scallop	\$250.00
Quahog	\$150.00
Blue Mussel	\$150.00
Conch/Whelk *	\$150.00

\*Closed for new entries

#### 4.34 Commercial Seasons, Days, Limits and Size Restrictions

Species	Season	Daily Harvest Limit	Days/Hours	Size Restrictions
Bay Scallops	November 1-March 31	5 level bushels per permit (2 permits max per boat)	Monday –Friday 6:30am-4:30pm	Must possess a well defined growth ring. <b>Exception: Bay scallops that have a well-defined raised annual growth line located less than 10mm from the hinge of the shell, shall be lawful to harvest and possess if the shell height is at least 63.5mm or 2.5"</b>
Quahogs	Year Round	20 bushels per permit (2 permits max per boat)	½ hr before sunrise-1/2 hour before sunset	Must be one inch (1") thick at hinge
Blue Mussels	Year Round	10 level bushels	½ hr before sunrise-1/2 hour before sunset	Must be two inches (2") in length
Conchs/Whelks	April 15-December 15	No Limit (200 pots)	½ hr before sunrise-1/2 hour before sunset	Must be 2.75"

## **Section 5 : Aquaculture**

**5.1 Issuance of Shellfish Aquaculture Licenses (Grants) for Areas Surveyed and Subdivided by the Town.** Once areas are identified by the Natural Resources Department as potentially suitable for the location of shellfish aquaculture, and the areas are under the control of the Town, the Board of Selectmen may exercise their discretion as the licensing authority for the issuance of license/s for shellfish aquaculture (grants) in compliance with **MGL Chapter 130**.

### **5.2 Previously Established Grants that Become Available**

In the event that a licensed aquaculture area previously certified by the DMF becomes available, it will be considered on whether it should continue for the purpose of aquaculture, and if so, offered first to the Town of Nantucket for propagation use, and if not needed, the next in line on the waiting list of qualified approved applicants shall be notified by the Natural Resources Department. The Board of Selectmen shall hold a public hearing to determine who shall be granted the right to use such available acreage for aquaculture.

### **5.3 Annual License Fee and Due Date**

The annual fee for an aquaculture license to be paid to the Town by each licensee shall be no less than \$25.00 per acre (or portion thereof) per licensee, as required by **MGL Chapter 130; Section 64**. The fee shall be due no later than March 31 of any given year.

### **5.4 Location of Areas Licensed for Aquaculture (Grants)**

Grants are located in the following areas:

Area 1: Head of Harbor (60 acres)

Area 2: Coskata Pond (10 acres)

Area 3: Pocomo Meadows (6 acres)

Area 4: Coskata entrance (12 acres)

Area 5: Polpis Harbor (12 acres)

\*Approval of the proposed licensed areas shall be determined by the Natural Resources Department, Harbor and Shellfish Advisory Board, and ultimately the Board of Selectmen with appropriate regard for reasonable navigational and recreational/commercial interest in the areas concerned.

### **5.5 Conditions for Use of Area Licensed for Aquaculture**

The Board of Selectmen may license specific areas beneath the waters of the Town to individuals for the purpose of granting exclusive rights to plant, grow and harvest shellfish from that area. Said license is subject to the provisions of **MGL Chapter 130**, those set forth in current regulations of the Division of Marine Fisheries, these regulations or other town bylaws, as well as any specific conditions or restrictions set forth in the license by the Board of Selectmen.

### **5.6 Process for Approval of Aquaculture Licenses**

The Board of Selectmen or its designee will accept and process applications for area licenses in accordance with **MGL Chapter 130; Section 57**, and the application procedure of the Town, specifically the Natural Resources Department.

### **5.7 Moratorium on Aquaculture Licenses**

The Board of Selectmen may at a duly advertised public hearing declare a moratorium (a time-specific closure) on license approvals at any time this action is deemed appropriate and in the best interests of the fishery and the environment.

### **5.8 Issuance of Licenses for Aquaculture**

Domiciled Residents: Licenses issued will be issued only to domiciled residents (See Sec.1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and used a Nantucket commercial shellfishing permit during two (2) of the last three (3) years OR the applicant can demonstrate some experience in shellfish propagation and aquaculture. This may be supported by a letter from a license holder describing the type of work performed and any other information which might be relevant.

\*At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license and the waiting list.

### **5.9 Renewal of Aquaculture Licenses**

The initial term for a new license shall be two (2) years. Provided appropriate effort has been demonstrated, as required, the first renewal of a license may be for up to 10 years, unless the licensee agrees to a shorter term. Renewals may be requested and acted upon only during the (6) months immediately prior to the expiration date of the current license. The renewal period shall begin on the expiration date of the existing license.

### **5.10 Working of Grants by Non-Licensees**

All individuals authorized by a licensed grant holder to work the grant in the absence of a licensed grant holder must be registered with the Shellfish Department. Licensees are responsible for the actions of all such employees or otherwise affiliated persons while they are working on the grant designated by their registration.

### **5.11 Limit on Size of Grant**

No licensee shall hold a license for, or have use of, more than (1-4) acres (depending on availability) in during lease years 1-3 and upon good standing and demonstrated need for expansion may apply for (1-6) more acres but not to exceed 10 acres total per lease. Special consideration may be given by the Board of Selectmen or its designee for earlier expansions if environmental conditions prohibit or alter production plans as originally proposed.

\*Each person named on a license as a licensee shall be charged with the total acreage covered by that license.

### **5.12 Rights of Use and Transfer**

Licensees shall have the exclusive use of the area described in their license for the purpose of aquaculture, for the duration of their terms. No other individual may use the license without the express permission of the licensee(s).

Licensees may transfer the rights or responsibilities assigned to their license to any other individuals, companies or corporations by vote of the Board of Selectmen. **(See MGL Chapter 130; Section 58)**

### **5.13 Inheritance of Rights to Use an Aquaculture License**

Any license issued under the provisions of [MGL Chapter 130, Section 57](#) shall, upon the death of the sole licensee, continue in full force and effect, subject to the same terms, conditions and regulations imposed by the original license, for the balance of the unexpired term or one year, whichever is longer. This is for the use and benefit of the immediate family of the deceased licensee. For purposes of this section the term immediate family shall mean spouse, son, daughter, mother, father, brother and sister of said deceased licensee.

### **5.14 Liability of the Town**

The Town will not be held liable for any damage to a licensed area, or gear, or stock thereon, by reason of any dredging or other harbor improvements undertaken by the Town.

**5.15 Evidence of Productivity:** Shall be defined as listed below in “Minimum Levels of Production”.

### **5.16 Minimum Levels Production**

There shall be minimum level of shellfish production required in order to retain an aquaculture license. This shall be: a minimum inventory maintained of 10,000 shellfish per acre. These standards are subject for review by the BOS or its designee and may be amended.

### **5.17 Failure to Meet Production Levels**

Failure of the licensee/s to meet the specified production level for any three (3) consecutive years may result in the forfeit of the aquaculture license and licensed area, as stated in [MGL Chapter 130; Section 65](#).

### **5.18 Waiver of Production Requirements**

The Natural Resources Department shall have the right to waive the minimum production requirement when there is evidence that the failure to meet the minimum standard is due to events beyond the control of the license holder.

### **5.19 Extension of or Addition to Licensed Area (Grant): Investment and Production**

In the event of an extension being granted to a presently licensed area, the same level of effort per acre for the newly licensed, area is required as described above in Sections

### **5.20 Annual Reports**

Licensees shall file annual reports under oath, on their activities in accordance with [MGL Chapter 130; Section 65](#) on or before the 31st of December each year. The report must include any changes or deviation from the original plan filed with the original application or any subsequent application

### **5.21 Penalization for False Report**

Any licensee who submits a false licensed area report in violation of [MGL Chapter 130; Section 65](#) shall be penalized by the revocation of his or her license.

### **5.22 Notification of Failure to Meet Minimal Requirements**

Subsequent to the filing of the annual report, the Natural Resource Department will notify any license

holder who, in the opinion of the town, has failed to meet the minimum requirements. The license holder has the right to appeal to the Board of Selectmen within two weeks after notification. If no appeal is filed on a timely basis, the license will be forfeited.

### **5.23 Annual Inspection of Each Grant**

The Natural Resources Department shall make no less than one visit per year to the site of each licensed area in the company of the license holder.

### **5.24 Required State Seed Permit**

No person shall harvest, plant, transplant, transport, sell or otherwise have in their possession seed shellfish, without first obtaining a state seed permit from the Massachusetts DMF, as required by [MGL Chapter 130, Section 80](#) and [CMR 322, Section 15.04\(b\) 1](#)

### **5.25 No Lethal Predator Control Measures**

It shall be unlawful to use lethal means to control or exclude predators or other organisms from any area used for aquaculture. Non-lethal enclosures, including, but not limited to, nets, fences, bubble curtains and noise may be used, if approved for a specific site and purpose. Invertebrate predators, pests and fouling organisms may be removed manually from an aquaculture site and disposed of in a lawful manner ([CMR 322, Section 13.7.2](#)).

### **5.26 No Killing of Horseshoe Crabs On Grant**

Horseshoe crabs shall not be intentionally killed while practicing predator control.

### **5.27 No Harm to Endangered Species**

No person shall maintain a predator control method that will intentionally threaten any endangered species.

### **5.28 Removal of Bay Scallop Seed From Licensed Area**

In the event that a significant amount of bay scallop seed sets within the boundaries of a licensed aquaculture lease, every effort shall be made to remove and relocate the seed by the licensee and the Department of Natural Resources.

### **5.29 Grants Shall Be Marked**

Every licensee shall mark the corners of the area licensed under their license with buoys marked with the license number. From April 1st to November 1st, the corners shall be marked with float balls approved by the Natural Resources Department. Buoys shall be attached to their anchor by cables, chains or non-floating lines. Numbers shall be marked on said buoys, and shall be at least two (2) inches high and shall be black in color. Winter sticks shall be required from November 1 through April 1.

### **5.30 Marking of Gear**

Every licensee shall clearly and permanently mark any and all trays, boxes, holding cars and all other aquaculture gear with the license number of the license area in a manner that is clearly visible.

### **5.31 Gear Must be Secured**

All gear on licensed areas must be securely fastened to the bottom or removed. All unusable gear, including loose nets, twisted and damaged racks, loose envelopes, grow out bags and fastening devices must be removed from a licensed area and either disposed of properly.

### **5.32 Displaced Gear Retrieval**

If the gear is not properly secured and ends up outside of the leaseholders designated area or on shore, it is up to the leaseholder to provide immediate removal.

### **5.33 Sinking of Floating Gear for the Winter**

Oyster Gro cages or other floating/suspended gear located in NT5 must be sunk and secure by December 15<sup>th</sup>, unless the Natural Resources Department deems it necessary to require an earlier winterizing date due to potential damaging weather or water temperatures.

### **5.34 Exception for Ice in Harbor**

The Shellfish Constable shall have the authority to temporarily waive these regulations if the presence of ice hampers the ability of a licensee to immediately comply with these regulations.

### **5.35 Fines for Gear Violations**

After receiving a written warning, the licensee has 7 days to comply. After the seventh day, a fifty dollar ticket shall be issued for each day of noncompliance. After 30 days of non-compliance, the licensee shall have his or her license revoked.

### **5.36 Hydraulic Harvesting of Shellfish from Grant Areas**

The use of hydraulic harvesting gear for the purpose of harvesting shellfish from within the boundaries of a licensed area is permitted under the following conditions and with the following restrictions:

- a) Devices used shall be for the hosed ejection of water under pressure into a shellfish bed;
- b) Pressure pumps shall not exceed five (5) horsepower as rated by the manufacturer;
- c) Noise control devices (i.e. mufflers) shall be in place and in good repair at all times;
- d) Not more than one device may be used on any grant at any time
- e) Hours of operation shall be between 7:00 a.m. and ½ hour before sunset;
- f) The Natural Resources Department shall have the authority to direct an individual involved in the use of such equipment to cease and desist if they feel that there is a problem that necessitates such action. Any individual so ordered shall have the right to appeal the decision to the Board of Selectmen, at their first scheduled meeting after the service of such order.

### **5.37 Extension of Acreage Without Permission**

No aquaculture license holder may willfully extend or cause to extend his or her grant boundaries, or allow cultivation, operation, propagation or products and equipment to exist beyond the duly recorded boundaries of his or her licensed area. The Natural Resources Department may cause a licensed area to be re-surveyed by a registered civil engineer, in the event that the assigned boundaries of an aquaculture license are called into question. If a violation of this section is then established, the aquaculture license of the individual guilty of the infraction shall then be revoked.

**5.38 Disturbance of Grant by Other Than the Licensee and (MGL Chapter 130; Section 57, Section 63 and Section 67)**

**5.39 Abandonment or Default of Aquaculture Lease:** Leaseholder is required to remove all personal property from the licensed area at his/her cost. If gear is not completely removed, the Town of Nantucket may remove the gear at the expense of the leaseholder.

**5.40 Adherence to All State Vibrio Protocols**

All licensed aquaculture growers must adhere to all state policies regarding vibriosis and the harvest of shellfish

**Section 6. Scientific Research**

**6.1 Research and Propagation Projects/Plans involving Town Waters (Non-Commercial)**

The applicants shall provide a plan of the project including all aspects of their backgrounds, intended management and operations of the project to the Natural Resources Department, Shellfish Harbor Advisory Board, and if appropriate, the Board of Selectmen 3 months prior to the start of the project.

**6.2 Research License**

Researchers are required to obtain the necessary permits and approvals required for scientific collection or shellfish propagation from the Town of Nantucket and the Division of Marine Fisheries.

**6.3 Dissemination of Data and Results**

All data and subsequent results and analyses of the project shall be made available to the Natural Resources Department, Shellfish Harbor Advisory Board, and the Board of Selectmen and the Division of Marine Fisheries at predetermined times to be established in the plan of project.

**6.4 Excess Research Product Returns to Town (Non-Commercial)**

Shellfish products resulting from the exercise of these approvals and permits, in excess of those required for the aquaculture research and development shall be turned over to the Town of Nantucket annually, for appropriate use by the Natural Resources Department.

## **Section 7 – Enforcement**

**7.1-Enforcement Personnel:** In compliance with Chapter 122 § 122-16 of the Code of the Town of Nantucket the Shellfish Warden as designated by the Board of Selectmen is the primary enforcement personnel. The Board of Selectmen shall assign any other personnel or deputies as they see fit for shellfish enforcement.

**7.2-Penalties:** Recreational and Commercial Violations and the associated penalties are listed in the tables below. Any penalty may be appealed to the Board of Selectmen within 30 days of the issuance.

**7.3-Penalty Fees:** Penalties must be paid in full with a receipt provided to the Natural Resources Department.

**7.4-Disposition of Unlawful Catch:** All confiscated catch will be documented and photographed before putting unlawful shellfish back into the water by the Shellfish Warden (**MGL Ch.130; Section 12**)

**7.5-Suspension:** Suspension applies to open fishing days only

## 7.6 Recreational Violations

<b>Violation</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> Offense</b>	<b>Final Offense</b>
No Town License on Record	\$125* loss of catch and cessation of shellfishing for the day	\$250 and loss of catch and cessation of shellfishing for the day	\$500 and loss of catch and cessation of shellfishing for the day	\$1000 and loss of catch and cessation of shellfishing for the day
Refusal of Inspection	\$250	\$500	\$1000	\$1000 and loss of license
Over Limit for the day/week	\$125* (loss of catch)	\$250 (loss of catch)	\$500 (loss of catch)	\$1000 (loss of catch)
Shellfishing in Closed Areas	\$125*	\$250	\$500	\$1000
Taking of Undersized Shellfish	\$125* (loss of catch)	\$250 (loss of catch)	\$500 (loss of catch)	\$1000 (loss of catch)
Taking Shellfish on Closed Days/Hours	\$125* (loss of catch)	\$250 (loss of catch)	\$500 (loss of catch)	\$1000 (loss of catch)
Taking Shellfish Out of Season	\$125* (loss of catch)	\$250 (loss of catch)	\$500 (loss of catch)	\$1000 (loss of catch)
Taking of Shellfish Using Unapproved Methods	\$125* (loss of catch)	\$250 (loss of catch)	\$500 (loss of catch)	\$1000 (loss of catch)
No Pin Displayed	\$25* loss of catch and cessation of shellfishing for the day	\$50 loss of catch and cessation of shellfishing for the day	\$75 loss of catch and cessation of shellfishing for the day	\$100 loss of catch and cessation of shellfishing for the day
No Dive Flag Displayed	\$25*(cessation of shellfishing for the day)	\$50(cessation of shellfishing for the day)	\$75(cessation of shellfishing for the day)	\$100(cessation of shellfishing for the day)
Shipping Live Shellfish Off-Island without permission for purposes other than consumption (i.e. Broodstock or Propagation)	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits

\*A verbal warning may be given for the first offense at the discretion of the Shellfish Warden

## 7.7 Commercial Violations

Violation	1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> Offense	4 <sup>th</sup> Offense
Refusal of Inspection	10 Days off and confiscate catch	30 days off and confiscate catch	60 days off and confiscate catch	1 year off and confiscate catch
Seed >5% and undersized shellfish	1 Day off and confiscate catch *1 <sup>st</sup> Offense in subsequent years=5 days off	10 days off and confiscate catch	30 days off and confiscate catch	1 year off and confiscate catch, re-apprentice, and cant purchase license until suspension is up
Red Flag Fishing	1 Day off and confiscate catch	10 days off and confiscate catch	30 days off and confiscate catch	1 year off and confiscate catch, re-apprentice, and cant purchase license until suspension is up
Taking of Shellfish Using Unapproved Methods	1 Day off and confiscate catch	10 days off and confiscate catch	30 days off and confiscate catch	1 year off and confiscate catch
Fishing on a Suspended License	10 days off and confiscate catch	30 days off and confiscate catch	60 days off and confiscate catch	1 year off and confiscate catch
Shellfishing in Closed Areas	1 Day off and confiscate catch	10 days off and confiscate catch	30 days off and confiscate catch	1 year off and confiscate catch
Taking Shellfish on Closed Days/Hours	1 Day off and confiscate catch	10 days off and confiscate catch	30 days off and confiscate catch	1 year off and confiscate catch
Poaching (From Aquaculture Lease)	subject to criminal penalties and	subject to criminal penalties and	subject to criminal penalties and	subject to criminal penalties and
Lack of Proper Permits	confiscate catch and \$50 fine	confiscate catch and \$150 fine	confiscate catch and \$300 fine/and 10 days off	confiscate catch/ Lose active permit for 30 days/ \$1000 fine
Greater than 5% By-Catch	confiscate and \$50 fine	confiscate and \$150 fine	confiscate and \$300 fine/and 10 days off	confiscate catch/ Lose active permit for 30 days/ \$1000 fine
Taking	confiscate By-	confiscate	confiscate and	confiscate catch/

Shellfish Out of Season	Catch and \$50 fine	and \$150 fine	\$300 fine/and 10 days off	Lose active permit for 30 days/ \$1000 fine
No Permit for saleable by-catch	confiscate By-Catch and \$50 fine	confiscate By-Catch and \$150 fine	confiscate By-Catch and \$300 fine/and 10 days off	confiscate catch/ Lose active permit for 30 days/ \$1000 fine
Over Daily Bushel Limit (Extra box or Partial box)	confiscate catch and \$50 fine	confiscate catch and \$150 fine	confiscate catch and \$300 fine	confiscate catch/ Lose active permit for 30 days/ \$1000 fine
Tags on Boxes	confiscate By-catch and \$50 fine	confiscate and \$150 fine	confiscate and \$300 fine/and 10 days off	confiscate catch/ Lose active permit for 30 days/ \$1000 fine
Shipping Live Shellfish Off-Island for purposes other than consumption (i.e. Broodstock or Propagation)	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits	\$25,000 And not eligible for future town shellfish permits
Fish Early/Late	1 day off*	5 days off	10 days off	30 days off
Failure to Submit Monthly Catch Report	1 day off*	5 days off	10 days off	30 days off
Dredges in excess of 35 lbs.	\$50 fine*	\$150 fine	\$300 fine	\$500
Exceeding bushel limit when picking up a culler	\$50 fine*	\$150 fine	\$300 fine	\$500
Mounding	confiscation of extras and \$50.00 fine*	confiscation of extras and \$100.00 fine	confiscation of extras and 1 day off	confiscation of extras and 5 days off
Broken/ Altered Bushel Boxes	\$50.00 fine*	\$100.00 fine	1 day off	5 days off
No Dive Flag Displayed	\$50.00 fine*	\$100.00	1 day off	5 days off

\*A verbal warning may be given for the first offense at the discretion of the Shellfish warden

## **Section 8 – Definitions**

Unless otherwise identified, all cited Sections refer to sections of the Town of Nantucket Shellfishing Policy and Regulations. The terms listed in this Section, when used in the Town's Shellfishing Policy and Regulations, shall have the meanings that follow:

**Annual Aquaculture Report:** A required yearly report form detailing aquaculture production and gear summary for aquaculture licenses to submit annually.

**Apprentice** – applicant for a commercial shellfishing permit that has never been issued a permit from the Town of Nantucket in previous years. (specific requirements as defined in Section 4.6)

**Aquaculture** -The farming of aquatic marine organism including, but not limited to fish, mollusks, crustaceans, echinoderms and plants. Farming implies some sort of intervention in the rearing process to enhance production including, but not limited to controlled propagation, feeding and protection from predators.

**Aquaculture License/Permit** - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land under coastal waters (1) to plant and grow shellfish in bottom or off bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Nantucket's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats (MGL Chapter 130, Sections 57 - 68).

**Aquaculture Licensed Area (Grant)** - a designated bottom area, certified by The Department of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish (MGL Chapter 130; Sections 57 & 68).

**Aquaculture Permit** - (See Permit)

**Basket Rake** - A hand-held implement used for the harvesting of shellfish, which is similar to but longer than a standard clam hoe, which has a basket and no more than twenty (20) teeth, is no wider than 12 inches at its widest part, does not have a T handle, and is only to be used on foot

**Bay Scallop** - A marine mollusk of the species *Argopecten irradians*

**Blue Crab** - a species of crustacean known as *Callinectes sapidus*

**Board of Selectmen** -The Nantucket Board of Selectmen (BOS); Nantucket's elected executive Board, designated by the State (MGL Chapter 30) as the regulatory Board that has jurisdiction over shellfishing in the Town.

**Bull Rake** - A T-handled hand-held and hauled implement used for the harvesting of shellfish. It shall be 12 inches or wider and have a fixed basket and teeth.

**Bushel/ Town Approved Box**- U.S. dry measure; 2150.42 cubic inches, or 32 quarts (see picture in Appendix A).

**By-Catch** -The incidental capture of non-target species.

**Clam Rake** - A hand tool of typically eight (8) tines or less, used to manually bring clams to the surface of the substrate.

**Closures** - any area or time period as designated by the Division of Marine Fisheries, Board of Selectmen or their designee prohibiting the taking of shellfish.

**CMR** -Code of Massachusetts Regulations.

**Commercial Harvest** –The harvest of shellfish for sale, trade, or other consideration.

**Conch/ Whelk** - any species known as *Busycon carica* (knobbed whelk) and *Busycotypus canaliculatus* (channeled whelk)

**Constable (Warden)** -The municipal employee, appointed by the Board of Selectmen, who is in charge of administering the management of the fishery

**(To) Cull** -to remove dead, dying, undersized or otherwise unsuitable organisms (also, the organism which is removed).

**(To) Dig and Take** -(archaic); **See (To) Harvest**

**Dipnet**-A hand held net

**(To) Dive** -The use of SCUBA, surface supplied air, or snorkel to harvest shellfish.

**DMF** - Division of Marine Fisheries.

**Drag / Dredge** - A heavy metal frame with an attached bag, which is towed or dragged along the seafloor to catch bottom dwelling shellfish. Some have metal teeth along the base of the frame that act like a rake.

**Eelgrass** – small genus of widely distributed seagrass.

**Eels** – an elongated fish Anguilliformes.

**Fyke** - A long bag-shaped fishing net held open by hoops that act as a cul-de-sac funnel.

**Glass Eel/Elver** -Eel in its transparent, post-larval stage.

**Grant** - See Aquaculture License/Licensed Area

**(To) Handpick** -The transfer of shellfish to a container from the substrate by hand or with a hand-held tool of eight (8) tines or less.

**(To) Harvest** -To gather shellfish or other marine organisms in a container of any sort after sorting and separating them from what has initially been taken from the habitat.

**Harvesting Area** - An area approved for the taking of shellfish.

**Handpicker** - An individual who practices handpicking.

**Intertidal**-The land or area between the mean high and the mean low watermarks.

**(To) Land** -To bring harvested shellfish by vessel to the Town Pier and to tie up before proceeding elsewhere; to bring harvested shellfish ashore above the mean high water line.

**License Holder** - A person or persons, or a firm or corporation holding a license issued by the Board of Selectmen under the provisions of MGL Chapter 130.8

**Licensee** - See License Holder

**MGL** –Massachusetts General Law.

**Mean High Water (MHW) / Tide** -The average elevation of all high waters recorded for a particular point or station over a considerable period of time, as determined by the National Geodetic Survey, National Ocean Service or National Oceanic and Atmospheric Administration; the average water level that demarcates the transition from exposed land to submerged land at the point of high tide.

**Mean Low Water (MLW) / Tide** -The average height of the low waters recorded for a particular point or station over a considerable period of time, as determined by the National Geodetic Survey, National Ocean Service or National Oceanic and Atmospheric Administration; the average water level that demarcates the transition from exposed land to submerged land at the point of low tide.

**Mounding** – term used to describe the act of piling scallops in an approved bushel box so that the scallops exceed the legal level limit of the box.

**Mussel** - A marine mollusk of the species *Mytilus edulis*.

**Nub Scallop** – A fall spawned scallop defined by the growth ring being less than 10mm from the hinge.

**Oyster** - A marine mollusk of the species *Crassostrea virginica*.

**Permit** - A certificate granting permission to engage in specific activities issued by the appropriate authority.

**State Aquaculture Permit** - “seed” or propagation permit as defined in MGL, Chapter 130; Sections 80 and 69 and CMR 322, Section 15.04 (b)(1): Authorizes the possession and growing of seed shellfish from an approved source. May be endorsed for the use of upwellers or similar nursery

systems to enlarge hatchery seed for planting, but not for resale. May be endorsed for the sale of regulated species below the minimum size established by regulation if an operational plan to control sale, shipment, tagging and record keeping is approved by the Director.

**Shellfish Transaction Card** - (CMR 322, Section 7.01 (2)(k)), issued by DMF: Authorizes only the named individual holding a commercial fishermen permit endorsed for shellfish and seaworms to sell shellfish and seaworms, and shall be used in conjunction with either a Massachusetts driver's license or a Registry of Motor Vehicles identification card.

**State Commercial Permit (Commercial Fishing Permit / Shellfish Permit)**, issued by DMF: Allows an individual to take, land and sell (to a licensed dealer) shellfish and seaworms. A shellfish ID card, from the Division, and town permit are also required.

**Petite Oysters** – Aquaculturally reared oysters, whose height (from hinge to shell margin) is between 2.5 and 3 inches.

**Planted Areas**- Areas in which the Shellfish Department has planted shellfish for purposes of propagation or transplanting.

**Poaching** – The harvesting of shellfish, illegally, from any area.

**Quahog** - A marine mollusk of the species *Mercenaria mercenaria*, commonly called the hardshelled clam.

**Quart**- 67.201 cubic inches (U.S. Dry Measure).

**Raking** - Gathering oysters and/or other materials using a rake and then transferring this accumulation to a container, vehicle or vessel.

**Razor clam** – a marine mollusk of the species *Ensis directus*

**Red Flag** - Closures of both recreational and commercial shellfisheries and shall be noted by red flags as posted by the Shellfish Constable.

**Resident** - A declared resident of the Town of Nantucket: Written proof that Nantucket is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Board of Selectmen or their designee. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or verification information as deemed necessary by the issuing agency. To qualify as a resident under these regulations an individual must have maintained that residence for one full year.

**(To) Scratch** -To harvest clams with the aid of a clam rake.

**Seed** - Quahogs, less than (1) one inch wide, across both valves at the hinge, soft-shell clams less than (2) two inches in length (the largest measurement, 90 degrees from the hinge to outer margin of the

shell); oysters, with the exception of petites, less than (3) three inches in height (from hinge to outer margins of the shell), and scallops without a defined annual growth ring.

**Softshell Clam (Steamer)** - A softshell clam of species *Mya arenaria*.

**Shellfish** - Softshell clams, whelks, mussels, oysters, snails, quahogs, razor clams (razor fish), bay scallops, sea scallops, sea clams, and blood arks.

**Spat** - An oyster or similar bivalve mollusk in the larval stage, especially when it has settled on and attached itself to a surface on which it can then proceed to grow.

**Strandings** – When shellfish are beached or at risk in shallow waters due to wind driven storm events

**Subtidal**-The body of water or area below that of mean low water for spring tides; habitats rarely, if ever, completely uncovered by low tides.

**Surf Clam (Sea Clam)** - A clam of species *Spisula solidissima*.

**(To) Take** -To harvest.

**Tongs** - A hand-held and hauled implement used for the harvesting of oysters. They have a scissor mechanism to close two baskets upon themselves.

**Town** -The Town of Nantucket.

**Transaction Card** - See Permits; Shellfish Transaction Card.11

**(To) Transplant** -The moving of shellfish from one area to another.

**Warden** - See Constable

**Waters** -Coastal waters, tidal flats, tidal creeks, and all salt or fresh waters within the boundaries of the Town of Nantucket.

**Weights (for dredges):** Window weights used to make the dredge heavier

## Section 9-Pictures of Town Approved Shellfishing Containers

Approved recreational containers with legal limits:

Metal Bushel Basket



Level Metal Bushel Basket With Float



Level Metal Bushel Basket With Float



Level Orange Bushel Basket With Float



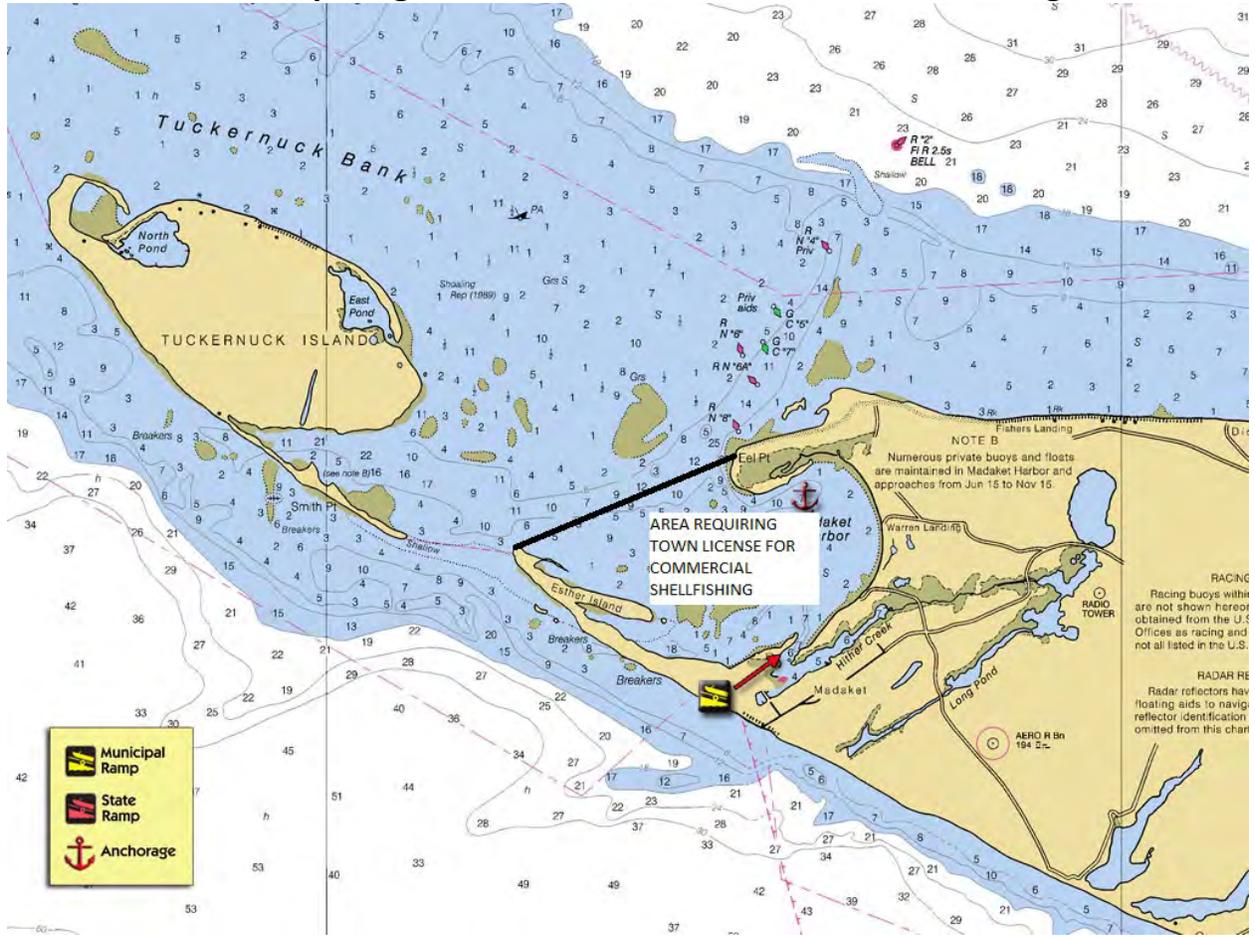
Appropriate Level For Orange Bushel Basket



Town of Nantucket "Level" Bushel Box (Appropriate Condition)



# Section 10 - Areas Requiring Town License For Commercial Shellfishing





GLIDDEN & GLIDDEN, P.C.  
ATTORNEYS AT LAW  
P. O. Box 1079  
37 CENTRE STREET  
NANTUCKET, MASSACHUSETTS 02554  
508-228-0771  
FAX 508-228-6205  
OFFICE@GLIDDENANDGLIDDEN.COM

RICHARD J. GLIDDEN  
JESSIE M. GLIDDEN BRESCHER  
JOHN B. BRESCHER

JAMES K. GLIDDEN  
(1917 – 2009)

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***Delivered By Hand***

Board of Selectmen, Town of Nantucket  
Town Building – 16 Broad Street  
Nantucket, MA 02554

January 8, 2016

RE: Erik Abjornson and Katrina Schymik Abjornson – 5 Green Lane  
License Request

Dear Members of the Board:

I represent Anne J. Connors and Neil Gallagher, Trustees of the Gordon V. Gallagher Irrevocable Trust u/d/t dated December 9, 2009 (“Gallagher”), the predecessor in title of 5 Green Lane, Nantucket, Massachusetts.

On December 21, 2015, the property was transferred to Erik Abjornson and Katrina Schymik Abjornson (“Abjornson”). A copy of the recorded deed is attached hereto as Exhibit A.

As there had never been a full survey plan of the property, prior to the transfer, a plan of the land was prepared and recorded. As is not uncommon in the Residential Old Historic District, the plan noted that the front steps and a portion of the landing of the structure fall within the 1799 layout of the dirt road known as Green Lane. A copy of the recorded plan, and photos showing the steps/landing, are attached hereto as Exhibits B, and C.

As a condition of the transfer, Abjornson has asked Gallagher to request a license from the Nantucket Board of Selectmen allowing the continued existence of said steps and landing, and their ongoing maintenance and repair. While there is no immediate plan to renovate the structure or the steps and landing, this license is a proactive step on the part of Abjornsons, first, to provide the town with survey data depicting this historic encroachment, and secondly, to put in place a license so that maintenance and renovations of the steps/landing can be undertaken in the future.

For your consideration, I have attached a draft license that had been signed by the Board of Selectmen for a similar property, which is attached as Exhibit D.

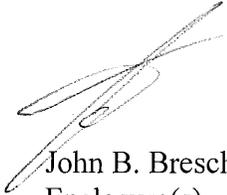
Please place this request on the Board of Selectmen agenda for the January 27, 2016 meeting.

Furthermore, it is our understanding that Gallagher will be responsible for all legal fees incurred by the Town of Nantucket in conjunction with preparing and reviewing this license request.

If you have any questions or need any additional documentation regarding the enclosed matter, please contact me at the number above.

Trusting you find everything in order, I remain,

Very truly yours,

A handwritten signature in black ink, appearing to read "John B. Brescher". The signature is fluid and cursive, with a large initial "J" and "B".

John B. Brescher  
Enclosure(s)

Cc: Marianne Hanley

"Exhibit A"



**MASSACHUSETTS QUITCLAIM DEED**

ANNE J. CONNORS and NEIL GALLAGHER, TRUSTEES of GORDON V. GALLAGHER IRREVOCABLE TRUST u/d/t dated December 9, 2009 for which a Trust Instrument pursuant to MGL Chapter 184 § 35 is recorded at Book 1218, page 121 at the Nantucket Registry of Deeds, with a mailing address of c/o Anne J. Connors, Trustee, 41 Willow Street, Wellesley, MA 02481

For consideration paid and in full consideration of NINE HUNDRED THOUSAND AND NO/100 (\$900,000.00) DOLLARS

grant to ERIK ABJORNSON and KATRINA SCHYMIK ABJORNSON, of 9520 Stanhope Road West, Kensington, MD 20895, as joint tenants with right of survivorship

With QUITCLAIM COVENANTS,

that certain parcel of land together with the improvements thereon situate at 5 GREEN STREET, Nantucket Town and County, Massachusetts, bounded and described as follows:

- NORTHERLY by a way, sixty-four and 44/100 (64.44) feet;
- EASTERLY by a way, sometimes called "Green Street" forty-four and 63/100 (44.63) feet;
- SOUTHERLY by land now or formerly of Reinig, sixty-four and 03/100 (64.03) feet; and
- WESTERLY by land now or formerly of Latham, forty-four and 60/100 (44.60) feet, be all measurements more or less.

Being shown upon a Plan of Land, #5 Green Lane, dated December 10, 2015, recorded with Nantucket Registry of Deeds as Plan No. and contains 2,865± square feet, according to said Plan. *2015-109*

Subject to the following matters of record at the Nantucket Registry of Deeds:

- (a) Boundary Line Agreement recorded in Book 1198, Page 278 at the Nantucket Registry of Deeds.

For Grantor's title see Deed recorded in Book 1218, Page 119 at the Nantucket Registry of Deeds.

We, Anne J. Connors and Neil Gallagher, Trustees of Gordon V. Gallagher Irrevocable Trust u/d/t dated December 9, 2009 between Gordon V. Gallagher and Anne J. Connors and Neil Gallagher as the original and current trustees hereby certify as follows:

- (a) We, Anne J. Connors and Neil Gallagher are the current Trustees of the Trust. If Anne J. Connors shall fail or cease to serve, then Vincent C. Gallagher shall serve as successor trustee. If Neil Gallagher shall fail or cease to serve, then James Gallagher shall serve as successor trustee;
- (b) The Trustee of the Trust has authority to act with respect to real estate owned by the Trust, and has full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof; and
- (c) There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to affairs of the Trust; and
- (d) Any third party may rely on the continuing existence of the trust until the recording of a certificate establishing the termination of the Trust.

Executed and sealed under the pains and penalties of perjury this 17<sup>th</sup> day of December, 2015

Gordon V. Gallagher Irrevocable Trust

By: [Signature]  
Anne J. Connors, Trustee

By: [Signature]  
Neil Gallagher, Trustee

Commonwealth of Massachusetts

County of Nantucket

On this 19<sup>th</sup> day of December, 2015, before me, the undersigned notary public, personally appeared Anne J. Connors, Trustee as aforesaid (a) [initials] personally known to me, or (b) \_\_\_\_\_ proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public  
My Commission expires:



MASSACHUSETTS EXCISE TAX  
Nantucket County ROD #16 001  
Date: 12/21/2015 02:41 PM  
Ctrl# 462096 27740 Doc# 00003809  
Fee: \$4,104.00 Cons: \$900,000.00

County of Nassau, ss

On this 17<sup>th</sup> day of December, 2015, before me, the undersigned notary public, personally appeared Neil Gallagher, Trustee as aforesaid (a) ✓ personally known to me, or (b) \_\_\_\_\_ proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Gailmarie Sujecki  
Notary Public  
My Commission expires: May 24, 2016

GAILMARIE SUJECKI  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01SU6110222  
QUALIFIED IN NASSAU COUNTY  
MY COMMISSION EXPIRES MAY 24, 20 16

Gordon V. Gallagher hereby releases any homestead rights which he may have in the property.

Gordon Gallagher  
Gordon Gallagher by Anne J. Connors WPA Anne J. Connors  
his attorney in fact (see Power of Attorney  
recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ at  
Nantucket Registry of Deeds)

NANTUCKET LAND BANK  
CERTIFICATE  
 Paid \$ 18,000  
 Exempt  
 Non-applicable  
37021 12/21/15  
No. Date  
Authorization MW

NANTUCKET COUNTY Received & Entered  
Attest: Jennifer H. Ferrerira Registrar of Deeds



Bk: Pg: 0 Page: 0  
Doc: PLAN 12/21/2015 02:41 PM

**NANTUCKET REGISTRY OF DEEDS**

Date December 21, 2015

Time 2:41 pm

Plan Bk. \_\_\_\_\_ PG. \_\_\_\_\_

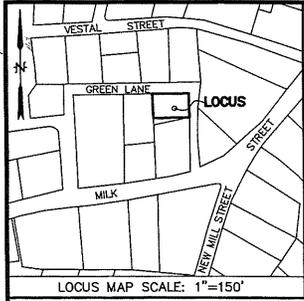
Plan File 10 2015-109

Attest Janice A. Ferreira  
Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE ONLY

MERIDIAN: PLAN BOOK 5, PAGE 55



REFERENCES:  
OWNER: ANNE J. CONNORS & NEIL GALLAGHER, TRUSTEES  
GORDON V. GALLAGHER IRREVOCABLE TRUST  
DEED REFERENCE: DEED BOOK 1218, PAGE 119  
ASSESSORS REFERENCE:  
MAP: 42.3.3 PARCEL: 132

ZONING CLASSIFICATION  
DISTRICT: ROH  
MINIMUM LOT SIZE: 5,000 S.F.  
MINIMUM FRONTAGE: 50'  
FRONT YARD SETBACK: 0'  
SIDE AND REAR SETBACK: 5'  
ALLOWABLE G.C.R.: 50%±

LEGEND:  
DHCS DRILL HOLE/CONCRETE BOUND  
Dd. Bk. DEED BOOK  
FND FOUND  
GC GROUND COVER  
N/F NOW OR FORMERLY  
Pg. PAGE

**PLAN OF LAND**  
#5 GREEN LANE  
IN

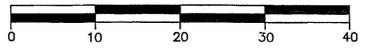
NANTUCKET, MASSACHUSETTS

SCALE: 1"=10' DATE: DECEMBER 10, 2015

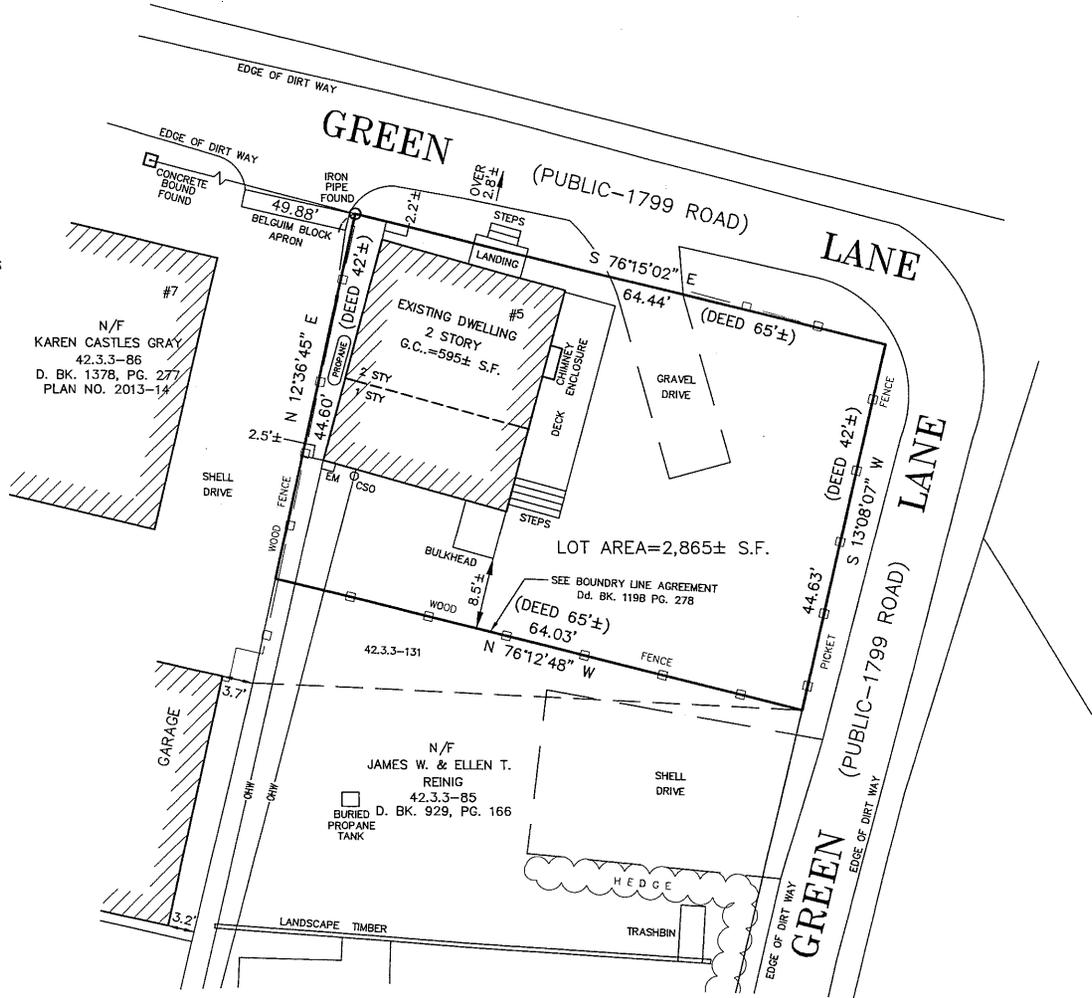
PREPARED FOR:  
ANNE J. CONNORS & NEIL GALLAGHER, TRUSTEES

NANTUCKET SURVEYORS, LLC  
5 WINDY WAY  
NANTUCKET, MA 02554  
(508) 228-0240

GRAPHIC SCALE  
1"=10'



N.B. 398-37



" I HEREBY CERTIFY THAT THIS PLAN HAS BEEN  
PREPARED IN ACCORDANCE WITH THE RULES  
AND REGULATIONS OF THE REGISTERS OF DEEDS  
OF THE COMMONWEALTH OF MASSACHUSETTS."

Paul V. Santos 12/10/15  
PROFESSIONAL LAND SURVEYOR DATE



REF.: CHAP. 41 SEC.: 81-X G.L.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON  
THIS PLAN ARE THE LINES DIVIDING EXISTING  
OWNERSHIPS AND THE LINES OF THE STREETS  
AND WAYS SHOWN ARE THOSE OF PUBLIC OR  
PRIVATE STREETS OR WAYS ALREADY ESTABLISHED  
AND THAT NO NEW LINES FOR DIVISION OF EXISTING  
OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Paul V. Santos 12/10/15  
PROFESSIONAL LAND SURVEYOR DATE

Handwritten note: "C. 11/11/15"

N-10718



Exhibit C

## LICENSE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nantucket (the "Licensor") and Erik Abjornson and Katrina Schymik Abjornson (the "Licensee"), the owners of certain property commonly known and numbered as 5 Green Lane, Nantucket, Nantucket County, Massachusetts (the "Property").

WHEREAS, the existing landing steps located in front of the dwelling on the Property (collectively the "Steps") have been in their current location since the early 1900s to provide a means of egress to said dwelling; and

WHEREAS, the Steps encroach upon the roadway layout ("Licensor's Property"), as more particularly shown on the plan attached hereto and marked **Exhibit A**; and

WHEREAS, the Licensee has asked the Board of Selectmen for permission to allow the Steps to remain in its existing location upon and over the Licensor's Property, as more particularly shown on the plan attached hereto and marked **Exhibit A**; and

WHEREAS, Licensor has agreed, under certain conditions as more particularly set forth herein, to allow the encroachment of the Steps upon the Licensor's Property.

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

1. Licensor hereby permits Licensee for an indefinite term the exclusive right to maintain and repair the Steps on the Licensor's Property in accordance with the plan attached hereto as **Exhibit A**.
2. Licensee agrees to indemnify and hold Licensor harmless from and against all losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees, in connection with the maintenance and repair of the Steps. Licensee will be solely responsible for any hazards created through Licensee's conduct in connection with this License.
3. This License to encroach upon the Licensor's Property as described herein shall be only for the limited purpose of maintaining and repairing the Steps in accordance with the above-referenced plans. This License is terminable at the will of the Licensor upon sixty (60) written notice to Licensee. During said sixty (60) day period, if Licensor requests, Licensee, at Licensee's sole cost, will remove the portion of the Steps which encroach upon Licensor's Property, and return the Licensor's Property to substantially the same condition as the rest of the Licensor's Property which is located adjacent to the Property.

4. When the Steps are no longer required by Licensee, Licensee, at its sole cost, shall remove the portion of the Steps which encroach upon Licensor's Property, and returned the Licensor's Property to substantially the same condition as is the rest of the Licensor's Property located adjacent to the Property.
5. This License is personal and exclusive to the Licensee and is not intended to run with the land. This License may be transferred or assigned only upon the expressed written consent of the Licensor acting through its Board of Selectmen.
6. This License represents the complete understanding and entire agreement between the parties hereto. Any prior agreements or understandings, whether written or oral, are hereby superseded and of no effect.
7. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that venue for any dispute arising from this License will be the Nantucket District Court.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Owners of 5 Green Lane

\_\_\_\_\_  
Robert DeCosta, Chairman

By: \_\_\_\_\_  
Erik Abjornson

\_\_\_\_\_  
Matthew Fee

By: \_\_\_\_\_  
Katrina Schymik Abjornson

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias Glidden

\_\_\_\_\_  
Dawn Hill Holdgate

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “Licensor”) and Erik Abjornson and Katrina Schymik Abjornson, of 9520 Stanhope Road West, Kensington, Maryland 20895 (the “Licensee”), the owners of certain property commonly known and numbered as 5 Green Lane, Nantucket, Nantucket County, Massachusetts (the “Property”).

WHEREAS, the existing landing steps located in front of the dwelling on the Property (collectively the “Steps”) have been in their current location since the early 1900s to provide a means of egress to said dwelling; and

WHEREAS, the Steps encroach upon the roadway layout (“Licensor’s Property”), as more particularly shown on the plan entitled “Plan of Land, #5 Green Lane in Nantucket, Massachusetts,” dated December 10, 2015, prepared by Nantucket Surveyors, LLC, recorded with Nantucket County Registry of Deeds as Plan No. 2015-109, a copy of which is attached hereto and marked **Exhibit A**; and

WHEREAS, the Licensee has asked the Board of Selectmen for permission to allow the Steps to remain in its existing location upon and over the Licensor’s Property, as more particularly shown on the plan attached hereto and marked **Exhibit A**; and

WHEREAS, Licensor has agreed, under certain conditions as more particularly set forth herein, to allow the encroachment of the Steps upon the Licensor’s Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this agreement to the reasonable satisfaction of the Licensor, , the parties hereto agree as follows:

1. Licensor hereby grants to the Licensee, and its contractors, agents and invitees, the exclusive right to enter and use that portion of the Licensor’s Property as shown on the plan attached hereto as Exhibit A, solely for the purposes of using, repairing and maintaining the Steps, to be exercised from the date of execution of this License and shall continue unless sooner terminated in accordance with the provisions of Paragraph 3 below.
2. Licensee shall indemnify, defend and hold Licensor harmless from and against all losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic’s liens and reasonable attorney’s fees and expenses, which may be imposed upon, incurred by, or asserted against

the Licensor or its agents, employees, successors and assigns in connection with the use, maintenance and repair of the Steps. Licensee will be solely responsible for any hazards created through Licensee's conduct in connection with this License. The provisions of this Paragraph shall survive the termination of this Agreement.

3. This License is revocable by either party upon sixty (60) days written notice to the other party. During said sixty (60) day period, if Licensor requests, Licensee, at Licensee's sole cost, will remove the portion of the Steps which encroach upon Licensor's Property, and return the Licensor's Property to substantially the same condition as the rest of the Licensor's Property which is located adjacent to the Property.
4. When the Steps are no longer required by Licensee, Licensee, at its sole cost, shall remove the portion of the Steps which encroach upon Licensor's Property, and return the Licensor's Property to substantially the same condition as is the rest of the Licensor's Property located adjacent to the Property.
5. This License is personal and exclusive to the Licensee and is not intended to run with the land. This License may be transferred or assigned only upon the expressed written consent of the Licensor.
6. This License represents the complete understanding and entire agreement between the parties hereto. Any prior agreements or understandings, whether written or oral, are hereby superseded and of no effect.
7. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that venue for any dispute arising from this License will be the Nantucket District Court.
8. The Licensee shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount reasonably acceptable to both parties to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Licensor. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of B+ or better. Prior to entering upon the Licensed Property, and thereafter on or before January 1 of each year of the term of this License, Licensee shall provide the Licensor with a certificate of insurance in each case indicating the Licensor is an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Licensor.

9. The Licensee shall procure all necessary permits before undertaking any work on the Steps. Licensee and its contractors, agents and invitees shall be responsible, at its sole cost and expense for using, maintaining and repairing the Steps in good condition. During the exercise of the rights hereby granted, the Licensee shall at all times observe and obey applicable laws. Statutes, ordinances, regulations and permitting or licensing requirements. If there are any changes in the location of the Steps encroaching on the Licensor's property, then the Licensee must obtain the Licensor's prior written approval to change the location of the encroachment. Nothing in this Agreement shall be construed as requiring the Licensor to maintain the Licensor's Property, in any manner, and any maintenance which may be performed on the Licensor's property by the Licensor shall be at the sole and absolute discretion of the Licensor. The provisions of this Paragraph shall survive the termination of this License.
  
10. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the addresses of the parties set forth in the Recitals of this Agreement. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

EXECUTED as an instrument under seal as of the date first above written.

LICENSOR:  
TOWN OF NANTUCKET  
By its Board of Selectmen

LICENSEE:  
Owners of 5 Green Lane

\_\_\_\_\_  
Robert DeCosta, Chairman

By:\_\_\_\_\_  
Erik Abjornson

\_\_\_\_\_  
Matthew G. Fee

By:\_\_\_\_\_  
Katrina Schymik Abjornson

\_\_\_\_\_  
Rick Atherton

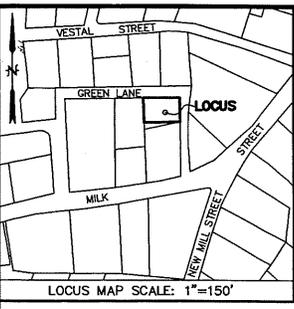
\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

545893v2/NANT 19713/0001

**NANTUCKET REGISTRY OF DEEDS**  
 Date December 21, 2015  
 Time 2:41 pm  
 Plan Bk. \_\_\_\_\_ Pg. \_\_\_\_\_  
 No. 2015-109  
 Plan File \_\_\_\_\_  
 Attest Geniga A Ferreira  
 Register  
 Sheet 1 of 1  
 RESERVED FOR REGISTRY USE ONLY

↑  
 MERIDIAN: PLAN BOOK 5, PAGE 55



**REFERENCES:**  
 OWNER: ANNE J. CONNORS & NEIL GALLAGHER, TRUSTEES  
 GORDON V. GALLAGHER IRREVOCABLE TRUST  
 DEED REFERENCE: DEED BOOK 1218, PAGE 119  
 ASSESSORS REFERENCE:  
 MAP: 42.3.3 PARCEL: 132

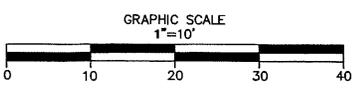
**ZONING CLASSIFICATION**  
 DISTRICT: ROH  
 MINIMUM LOT SIZE: 5,000 S.F.  
 MINIMUM FRONTAGE: 50'  
 FRONT YARD SETBACK: 0'  
 SIDE AND REAR SETBACK: 5'  
 ALLOWABLE G.C.R.: 50%±

**LEGEND:**  
 DHCB DRILL HOLE/CONCRETE BOUND  
 Dd. Bk. DEED BOOK  
 FND FOUND  
 GC GROUND COVER  
 N/F NOW OR FORMERLY  
 Pg. PAGE

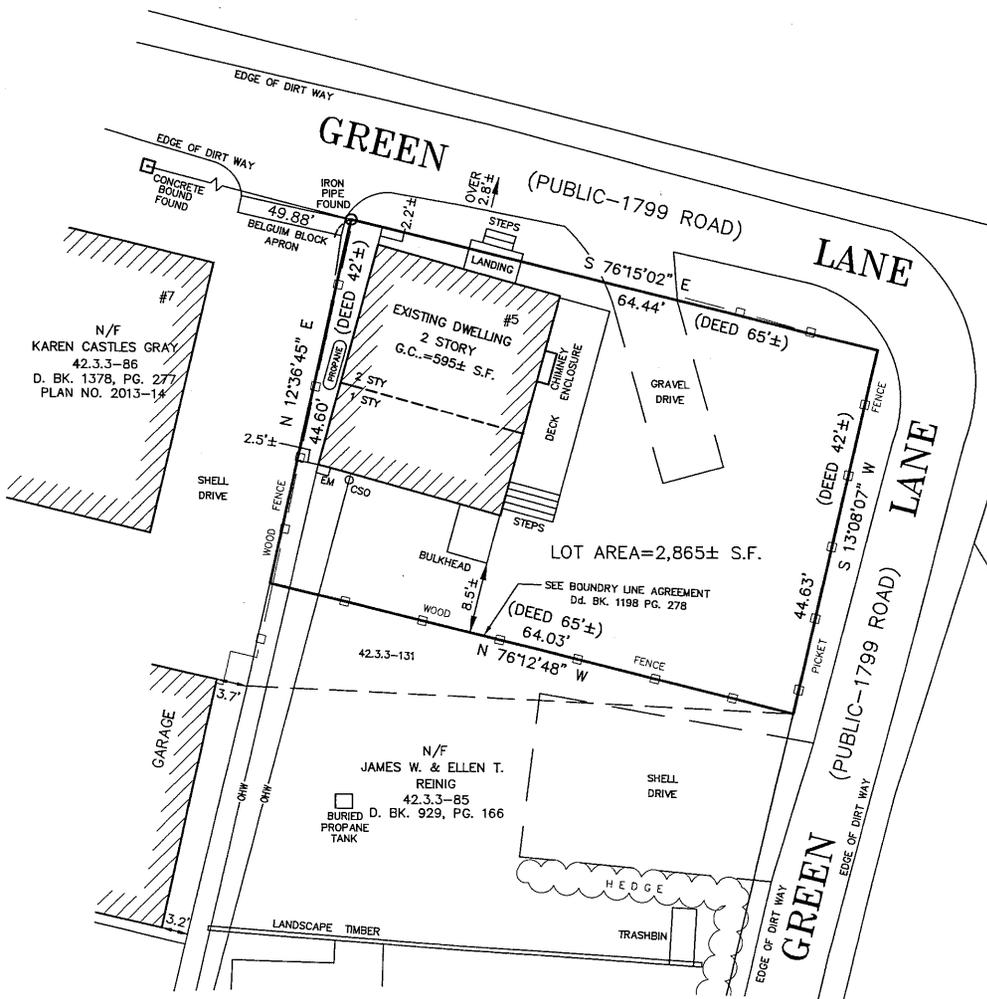
**PLAN OF LAND**  
 #5 GREEN LANE

IN  
 NANTUCKET, MASSACHUSETTS  
 SCALE: 1"=10' DATE: DECEMBER 10, 2015

PREPARED FOR:  
 ANNE J. CONNORS & NEIL GALLAGHER, TRUSTEES  
 NANTUCKET SURVEYORS, LLC  
 5 WINDY WAY  
 NANTUCKET, MA 02554  
 (508) 228-0240



N.B. 398-37



" I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

Paul J. Santos 12/10/15  
 PROFESSIONAL LAND SURVEYOR DATE



REF.: CHAP. 41 SEC.: 81-X G.L.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Paul J. Santos 12/10/15  
 PROFESSIONAL LAND SURVEYOR DATE

Exhibit A

N-10718

**REAL ESTATE SUMMARY**  
**BOARD OF SELECTMEN**  
*January 21, 2016 by Andrew Vorce, AICP*

**VII. CITIZEN/DEPARTMENTAL REQUESTS**

3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel A34, Nobadeer Avenue as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes, Nobadeer Avenue in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated February 7, 2011, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-24, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.  
*This small 2,000 square foot, wooded parcel is a portion of Nobadeer Avenue in Surfside that has never been constructed. The southern abutter at 46 Nonantum Avenue containing two dwellings will include the parcel into their main lot containing 30,000 square feet. The additional land gives them 250 square feet of additional potential ground cover. (R-20 zoning district) No further subdivision is possible.*
  
4. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel D-1, Woodbine Street as Shown on Plan of Land Entitled "Roadway Disposition Plan in Nantucket, Mass. of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Dated December 29, 2010, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-10, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.  
*This small 2,000 square foot parcel is a portion of Woodbine Street in Surfside that has never been constructed. The western abutters at 9 Plum Street will include the parcel into their main lot containing 20,000 square feet. The additional land gives them 250 square feet of additional potential ground cover. (R-20 zoning district) The conveyance reserves rights for an eight foot wide path at the centerline of the former roadway. No further subdivision is possible.*
  
5. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcels C-1 and J-1, Woodbine Street as Shown on Plan of Land Entitled "Roadway Disposition Plan in Nantucket, Mass. of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Dated December 29, 2010, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-10, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

Two parcels containing a total of 7,000 square feet of land within Woodbine Street in Surfside are proposed to be added to a western property at 11 Plum Street containing 20,000 square feet and two existing dwellings. The additional land gives them 875 square feet of additional potential groundcover. (R-20 zoning district) The conveyance reserves rights for an eight foot wide path at the centerline of the former roadway. No further subdivision is possible.

6. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel I-6A, Irving Street as Shown on Plan of Land Entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated November 9, 2015, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-108, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
7. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel I-6B, Irving Street as Shown on Plan of Land Entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated November 9, 2015, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-108, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

The above two parcels are originally part of one taken parcel within Irving Street in Surfside. Parcel 6A to the west is being joined to its western abutter at 58 Nobadeer Avenue and the small bit of additional land (325 square feet) is needed to correct an earlier internal conveyance error and is necessary to match septic requirements. The additional land gives them 40 square feet of additional ground cover. (R-20 zoning district). No further subdivision is possible. The conveyance reserves the right for a well used beach path.

Parcel 6B will be joined to the eastern abutter, a pre-existing, nonconforming 10,000 square foot parcel with a single family home at 60 Nobadeer Avenue, bringing the total lot size to 11,675 square feet. The additional land adds no additional ground cover and is subject to a driveway easement benefitting property at 62 Nobadeer Avenue.

### ***VIII. PUBLIC HEARINGS***

1. Public Hearing to Consider Taking a Portion of Paper Streets Described Below for General Municipal Purposes and or Public Access or Open Space, Pursuant to MGL Chapter 79, or Otherwise:
  - a) Bosworth Road Between a Line Extending the Northern Property Line of Assessor Map 92.4, Parcel 114 to the Northern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard); Dorset Road Between the

Northern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard) and the Atlantic Ocean; Wanoma Way (f.k.a. Atlantic Boulevard) Between the Western Sideline of Dorset Road (f.k.a. Easton Road) to the Eastern Sideline of Joy Road; and Joy Road Between the Southern Sideline of Wanoma Way (f.k.a. Atlantic Boulevard) to the Atlantic Ocean, All as Authorized by Vote of Article 97 of 2014 Annual Town Meeting;

There is approximately 1.5 acres of land in 18 parcels comprised of one paper street known as Joy Road and portions of Lyford, Dorset and Bosworth Roads as well as Wanoma Way, formerly known as Atlantic Boulevard at, below or near the bluff and beach of the 1916 Tom Nevers subdivision. The parcel sizes range from 928 to 12,318 square feet.

After hearing any testimony, this matter should be continued to the February 24, 2016 meeting allowing for the final plan to be recorded. This plan has generated quite a bit of interest from abutting owners who want access to beach stairs preserved. The Land Bank and the Nantucket Conservation Foundation are property owners in this area and are interested in access and management as well. There is an opportunity to establish One Big Beach easements for the Town. Overall there appears to be goodwill on all sides to first complete the taking and then developing a disposition plan that will meet all parties interests over the upcoming summer season.

- b) A Triangular Parcel of Land Bounded by Beach Plum Avenue Between the Eastern Sideline of South Shore Road, the Western Sideline of Assessor Map 67, Parcel 337, and a Line Extending the Southern Property Line of Assessor Map 67, Parcel 337, Shown as Parcel 1 on Plan 2015-107, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 97 of 2014 Annual Town Meeting;  
This small parcel contains 2,196 square feet adjacent to South Shore Road in Surfside. The abutter at 6 South Shore Road, containing a house and garage apartment, is interested in combining it with their preexisting, nonconforming parcel of 14,856 square feet (R-40 zoning district). It would correct a title and zoning issue with existing ground cover as the site is currently at its maximum.
- c) West Chester Street (Portion) Extending through Assessor Map 41, Parcel 486 (5 Wannacommet Road) and a Triangular Portion at Northwest Corner of Assessor Map 41, Parcel 480 (21 Crooked Lane), Shown as Parcel 1 on Plan 2015-52, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 102 of 2015 Annual Town Meeting;

A triangular 8,905 square foot parcel is thought to be part of variable width West Chester Street near Wannacomet Road. It lies south of the travelled portion of the way. The land is proposed to be conveyed to the Land Bank and incorporated into land to the south; a large 18.3 acre parcel of land to be acquired by the Land Bank. (see Map 2015-84)

- d) Unnamed Way Between a Line Extending Across said Way at its Intersection with West Chester and Franklin Streets Abutting 42, 44, and 44R West Chester Street and 3, 3R, and 5 Franklin Street, Shown as Parcel A on plan 2015-86, Recorded at Nantucket County Registry of Deeds, as Authorized by Vote of Article 102 of 2015 Annual Town Meeting.

This action would remove a portion of an unused small, variable width private way created between Franklin and Westchester Streets around or prior to 1946/7 (see plans 13/18 and 13/28). The area in question has been fenced in and used as part of an adjoining lot at 5 Franklin Street containing a main house and cottage for many years. This abutter is interested in joining the land of this former way into their lot bringing it into conformance with the minimum area of 5,000 square feet at 5,370 square feet. The additional land would not allow for additional subdivision, corrects a small existing ground cover non-conformity and allows for about 97 square feet of additional possible ground cover.

The northern portion of the way may be proposed at a later time. The property here uses West Chester Street and has been joined into a single property with no further need for this way.

Real Estate Items - 1/27/2016

CITIZEN/DEPARTMENTAL REQUESTS

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Attorney</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>
5 Green Lane - License Agreement for Encroachment	Erik Abjornson and Katrina Schymik Abjornson	\$1	John Brescher	N/A	N/A
Parcel A34, Nobadeer Avenue	Eric F. Stone and Dominicana C. Stone, Trustees of Stone Family Nominee Trust	\$2,500	Whit Gifford	A 77/2010 ATM	2011-24
Parcel D-1, Woodbine Street	9 Plum, LLC, Joseph Faughnan Jr., Manager	\$2,500	Rick Beaudette	A 77/2010 ATM	2011-10
Parcels C-1 and J-1, Woodbine Street	Edward & Susan Reilly	\$7,500	Richard Glidden	A 77/2010 ATM	2011-10
Parcel I-6A, Irving Street	William W. Abendroth, Trustee of 58 Nobadeer Avenue Nominee Real Estate Trust	\$406.25	Bruce Berns	A 99/2011 ATM	2015-108
Parcel I-6B, Irving Street	Virginia M. Iandiorio, Trustee of V. Iandiorio Realty Trust	\$2,093.75	John Brescher	A 99/2011 ATM	2015-108

Parcel A34, Nobadeer Ave

2011 0000024  
Bk: Pg: 0 Page: 0  
Doc: PLAN 08/01/2011 02:44 PM

**NANTUCKET REGISTRY OF DEEDS**  
Date: 06.01.2011  
Time: 2:44 PM  
Plan Bk: PG  
Plan File: 2011-24

Attest: *Sybil Howard*  
Registrar

Sheet 1 of 1



**LEGEND:**  
DHCB DRILL HOLE/CONCRETE BOUND  
FND FOUND  
N/F NOW OR FORMERLY  
\* SEE PLAN NO. 2008-69  
SEE Dd. Bk. 1155, Pg. 18

PARCEL NO.	MAP & PLOT	AREA	OWNER
A31	87-31	2,001± S.F.	ROBERT P. & ANN CARLIN STADER
A32	87-32	1,999± S.F.	NANCY J. HAMMOND & LEWIS J. HAMMOND, JR.
A33	87-33	2,000± S.F.	HOKIE COUGAR, LLC
A34	87-34	2,000± S.F.	ERIC F. & DOMINICANA C. STONE, TRUSTEES

**NANTUCKET BOARD OF SELECTMEN**

APPROVED PURSUANT TO ARTICLES 76 & 77 ANNUAL TOWN MEETING APRIL 5, 2010.

*Pat Rogg*  
PATRICIA ROGGEVEEN, CHAIRMAN  
*Brian F. O'Brien*  
BRIAN F. O'BRIEN, Esq., DEPUTY CLERK  
*Whitey Wilauer*  
WHITEY WILAUER  
*Michael Kosko*  
MICHAEL KOSKO  
RICK AHERTON  
20 May 2011  
DATE

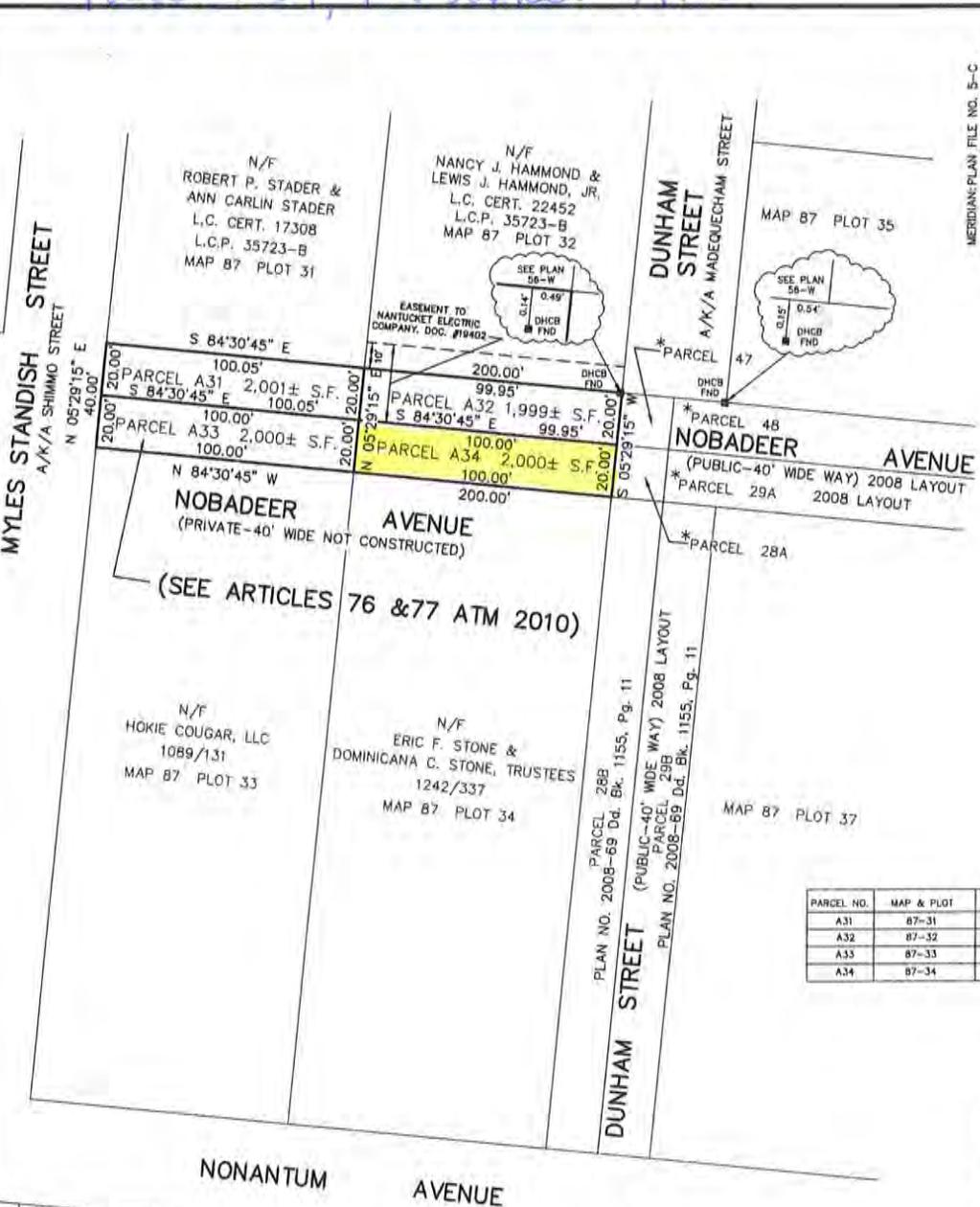
PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

**NANTUCKET PLANNING BOARD**

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

*Barry Regor*  
BARRY REGOR, CHAIRMAN  
*Sybil Howard*  
SYBIL HOWARD, VICE-CHAIRWOMAN  
*Nathaniel Lobell*  
NATHANIEL LOBELL  
*John McLaughlin*  
JOHN McLAUGHLIN

LUNDA WILLIAMS  
DATE APPROVED: 02-14-2011  
DATE SIGNED: 02-14-2011  
FILE NO.: 7330



**NOTES:**

1. THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE "X" ZONE AS DELINEATED ON THE "FIRM" MAP OF COMMUNITY NO. 250230 0012 D; MAP REVISED: 11/06/1996 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
2. THE PLANNING BOARD DETERMINES THAT: LOT(S) PARCELS A31-A34 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

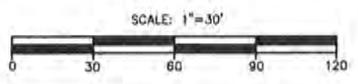
PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES NOBADER AVENUE

IN NANTUCKET, MASSACHUSETTS

PREPARED FOR: TOWN OF NANTUCKET

SCALE: 1"=30' DATE: FEBRUARY 7, 2011

NANTUCKET SURVEYORS, LLC  
5 WINDY WAY  
NANTUCKET, MA 02554



\* I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

*Paul N. Stader*  
PROFESSIONAL LAND SURVEYOR  
2/7/11  
DATE



Parcel D-1, Woodbine St

2011 0000010  
 BK: Pg. 0 Page: 0  
 DWG. PLAN: 04062011 01:02 PM



RESERVED FOR REGISTRY USE

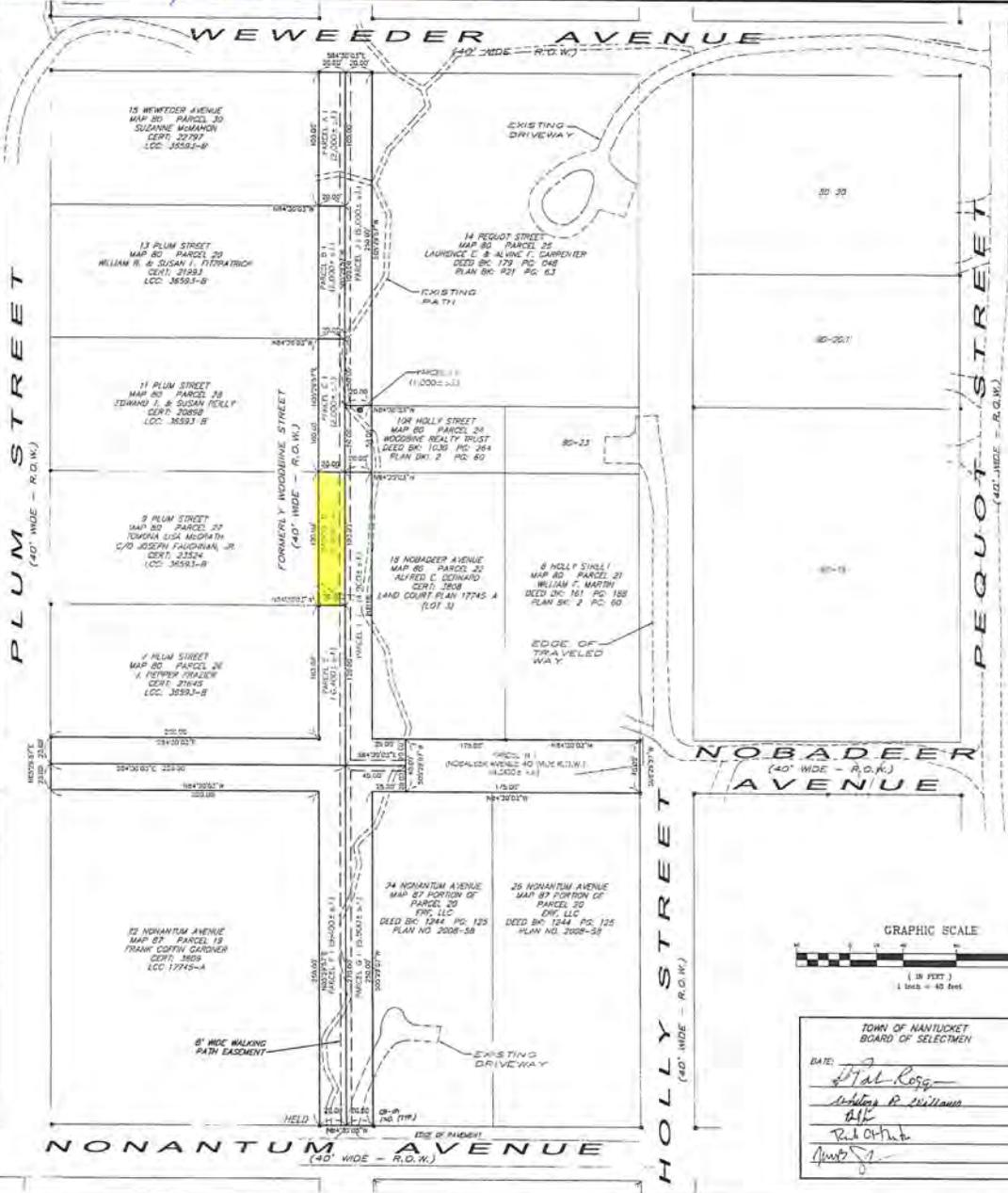
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



JOHN R. FARNEN, PLS  
 MASSACHUSETTS REG.  
 NO. 33590

ROADWAY DISPOSITION PLAN  
 IN  
 NANTUCKET, MASS.  
 OF  
 NOBADER AVENUE  
 WOODBINE STREET  
 ASSESSORS MAPS 80 & 87  
 PREPARED BY  
 BRACKEN ENGINEERING, INC.  
 19 OLD SOUTH ROAD, UNIT B  
 P.O. BOX 3525  
 NANTUCKET, MA 02584  
 tel: (508) 325-0044  
 SCALE: 1" = 40'  
 DECEMBER 29, 2010

APPROVED BY THE  
 NANTUCKET PLANNING BOARD  
 DATE: 01-09-2011  
 THE NUMBER: 1425  
 [Signatures]

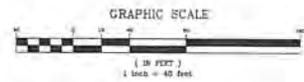


LOCUS MAP

- Legend
- CONCRETE BOUND DRILL HOLE FOUND
  - IRON PIPE FOUND
  - COUNTY ROAD BOUND with DISK FOUND

NOTES

1. LOCUS: NOBADER AVENUE WOODBINE STREET ASSESSORS MAPS 80 & 87
2. LOCUS DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 250230-0012-D dated 11/06/1996.
3. LOCUS DOES NOT FALL WITHIN THE NATIONAL HERITAGE and ENDANGERED SPECIES PROGRAM (NHESP) AREAS OF ESTIMATED and PRIORITY HABITATS OF RARE SPECIES.
4. PLAN REFERENCE: PLAN #2010-56



TOWN OF NANTUCKET  
 BOARD OF SELECTMEN  
 DATE: 01-09-2011  
 [Signatures]

NO.	DATE	DESCRIPTION	BY

Parcels C-1 & J-1, Woodbine St

0411 0000010  
 Bk: Pg: 0 Page: 0  
 Doc: PLAN 24060211 01:02 PM

DATE: 11/21/11  
 FILE NO: 2011-10  
 SHEET 1 OF 1

RESERVED FOR REGISTRY USE

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



JOHN R. FARREN, PLS  
 MASSACHUSETTS REG. NO. 33590

ROADWAY DISPOSITION PLAN

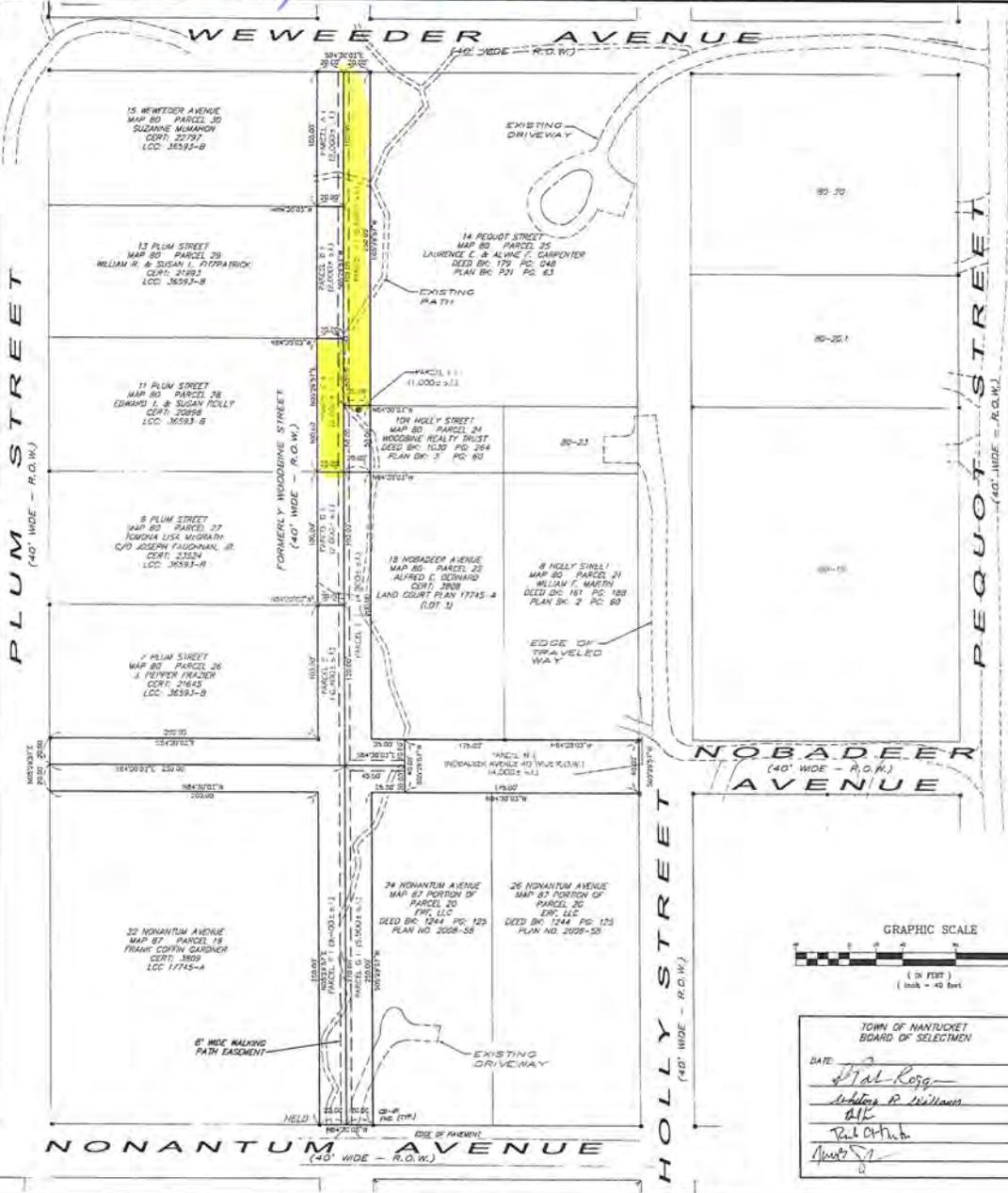
IN NANTUCKET, MASS.

OF NOBADER AVENUE  
 WOODBINE STREET  
 ASSESSORS MAPS 80 & 87

PREPARED BY  
 BRACKEN ENGINEERING, INC.  
 19 OLD SOUTH ROAD, UNIT B  
 P.O. BOX 3525  
 NANTUCKET, MA 02584  
 tel: (508) 325-0044

SCALE: 1" = 40' DECEMBER 29, 2010

APPROVED BY THE NANTUCKET PLANNING BOARD  
 DATE: 01/01/11  
 FILE NUMBER: 1025  
 [Signatures]

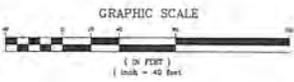


LOCUS MAP

- Legend
- CONCRETE BOUND
  - DRILL HOLE FOUND
  - IRON PIPE FOUND
  - COUNTY ROAD BOUND with DISK FOUND

NOTES

- LOCUS: NOBADER AVENUE WOODBINE STREET ASSESSORS MAPS 80 & 87
- LOCUS DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 250230-0012-D dated 11/06/1996.
- LOCUS DOES NOT FALL WITHIN THE NATIONAL HERITAGE AND ENDANGERED SPECIES PROGRAM (NHESP) AREAS OF ESTIMATED AND PRIORITY HABITATS OF RARE SPECIES.
- PLAN REFERENCE: PLAN #2010-55



JOHN OF NANTUCKET BOARD OF SELECTMEN  
 DATE: 01/01/11  
 [Signatures]

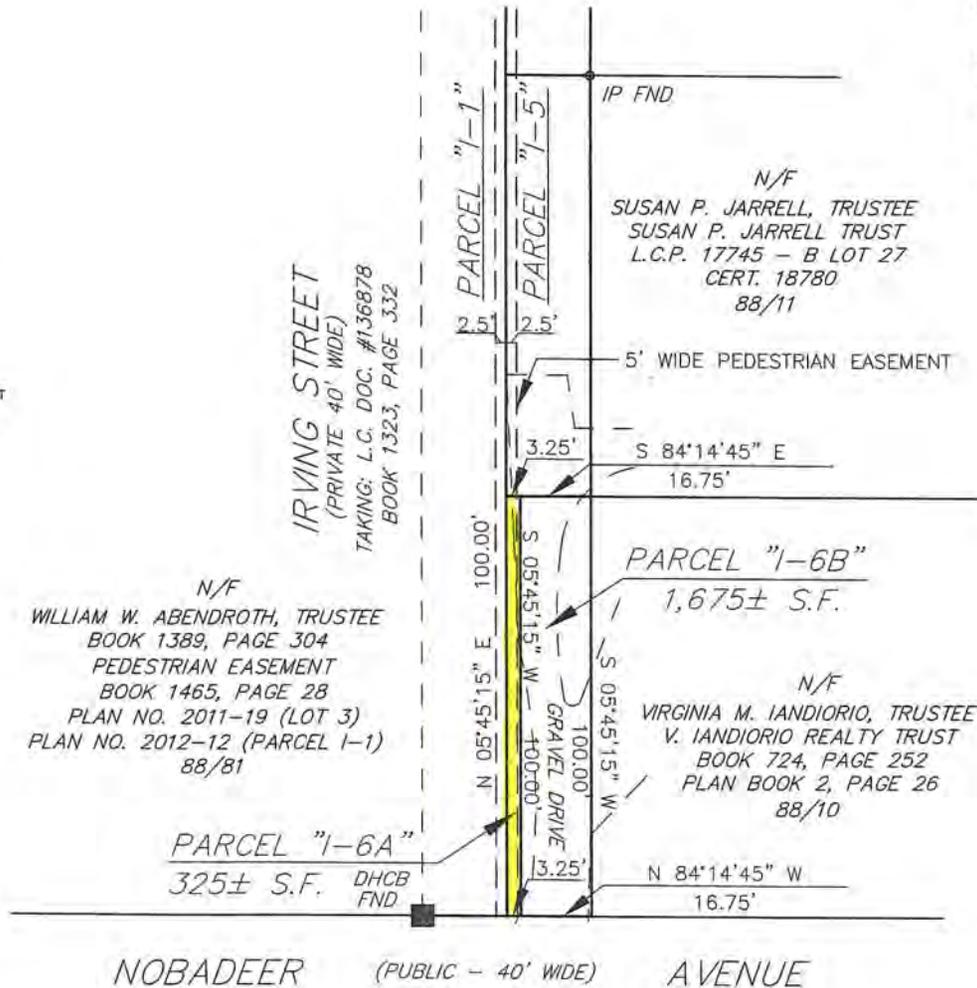
NO.	DATE	DESCRIPTION	BY

Parcel I-6A Irving St

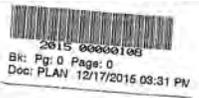


**NOTES:**

- I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE AS DELINEATED ON "FIRM" MAP NO. 25019CD152G; EFFECTIVE DATE: JUNE 9, 2014 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- THE PLANNING BOARD DETERMINES THAT:  
 LOT(S) PARCELS I-6A & I-6B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.



NANTUCKET REGISTRY OF DEEDS  
 Date December 17, 2015  
 Time 3:31pm  
 Plan BK. \_\_\_\_\_ PG. \_\_\_\_\_  
 Plan No. 2015-101  
 Plan File \_\_\_\_\_  
 Attest: Janif Heston Register  
 Sheet 1 of 1  
 RESERVED FOR REGISTRY USE ONLY



**NANTUCKET BOARD OF SELECTMEN**

APPROVED PURSUANT TO ARTICLES 98 & 99 ANNUAL TOWN MEETING, APRIL 4, 2011.

- BOB DECOFF, CHAIRMAN
- MATT FEE, VICE-CHAIRMAN
- RIK ATHERTON
- TOMAS GLIDDEN
- DAWN E-HILL HOLDGATE

DATE \_\_\_\_\_

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

**NANTUCKET PLANNING BOARD**

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

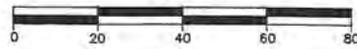
- BARRY RECTOR, CHAIRMAN
- LINDA WILLIAMS, VICE-CHAIRMAN
- NATHANIEL LOWELL

JOHN McLAUGHLIN  
J. Mousley  
 JOSEPH MARKUNGER  
 DATE APPROVED 11-19-15  
 DATE SIGNED 11-19-15  
 FILE NO. 7900

DISPOSITION PLAN  
 PARCEL "I-6" PLAN NO. 2012-22  
 IRVING STREET  
 IN  
 NANTUCKET, MASSACHUSETTS  
 PREPARED FOR:  
 TOWN OF NANTUCKET  
 SCALE: 1"=20' DATE: NOVEMBER 9, 2015

NANTUCKET SURVEYORS, LLC  
 5 WINDY WAY  
 NANTUCKET, MA 02554  
 (508)-228-0240

SCALE: 1"=20'



**LEGEND:**

DHCB	DRILL HOLE/CONCRETE BOUND
FND	FOUND
IP	IRON PIPE
N/F	NOW OR FORMERLY
—○—	POST & RAIL FENCE
L.C.C.	LAND COURT CERTIFICATE
L.C.P.	LAND COURT PLAN

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."  
Donald D. Sastre 11/9/15  
 PROFESSIONAL LAND SURVEYOR DATE

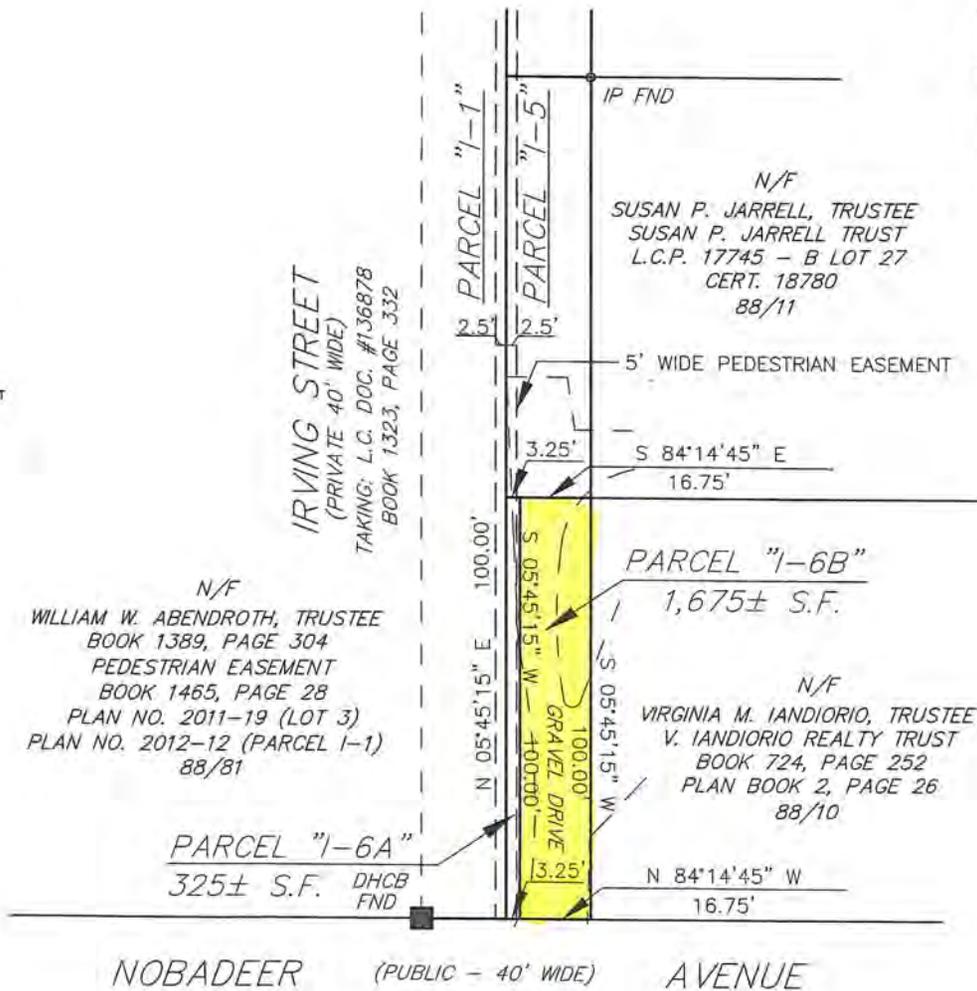


Parcel I-6B, Irving St

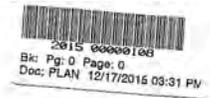


**NOTES:**

- I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE AS DELINEATED ON "FIRM" MAP NO. 25019C0152G; EFFECTIVE DATE: JUNE 9, 2014 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- THE PLANNING BOARD DETERMINES THAT:  
 LOT(S) PARCELS I-6A & I-6B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.



NANTUCKET REGISTRY OF DEEDS  
 Date December 17, 2015  
 Time 3:31 pm  
 Plan Bk. \_\_\_\_\_ PG. \_\_\_\_\_  
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 Plan File \_\_\_\_\_  
 Attest: Janif Heston Register  
 Sheet 1 of 1  
 RESERVED FOR REGISTRY USE ONLY



**NANTUCKET BOARD OF SELECTMEN**

APPROVED PURSUANT TO ARTICLES 98 & 99 ANNUAL TOWN MEETING, APRIL 4, 2011.

- [Signature] BOB DECOSIA, CHAIRMAN
- [Signature] MATT FEE, VICE-CHAIRMAN
- [Signature] RICK ATHERTON
- [Signature] TERRY GLIDDEN
- [Signature] DAWN E-HILL HOLDGATE

DATE \_\_\_\_\_

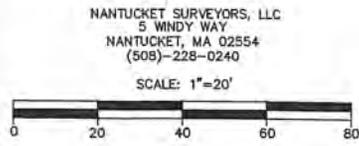
PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

**NANTUCKET PLANNING BOARD**

- APPROVAL UNDER THE SUBMISSION CONTROL LAW NOT REQUIRED
- [Signature] BARRY RECTOR, CHAIRMAN
  - [Signature] LINDA WILLIAMS, VICE-CHAIRMAN
  - [Signature] NATHANIEL LOWELL

JOHN McLAUGHLIN  
[Signature] JOSEPH MARKLINGER  
 DATE APPROVED 11-19-15  
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DISPOSITION PLAN  
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**LEGEND:**

DHCB	DRILL HOLE/CONCRETE BOUND
FND	FOUND
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N/F	NOW OR FORMERLY
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L.C.C.	LAND COURT CERTIFICATE
L.C.P.	LAND COURT PLAN

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."  
[Signature] 11/9/15  
 PROFESSIONAL LAND SURVEYOR DATE



**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Eric F. Stone and Dominicana C. Stone, Trustees of the Stone Family Nominee Trust under Declaration of Trust dated August 27, 2010 recorded with Nantucket County Registry of Deeds in Book 1242, Page 331, of 45 Blair Heights, Carmel, New York 10512, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel A34, Nobadeer Avenue, containing 2,000 square feet, more or less, shown on a plan entitled "Plan to Acquire Land for Municipal Purposes, Nobadeer Avenue in Nantucket, Massachusetts, Prepared for Town of Nantucket," dated February 7, 2011, prepared by Nantucket Surveyors, LLC," recorded with said Deeds as Plan No. 2011-24 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient 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:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;

- (c) 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;
- (d) 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;
- (e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;
- (f) Any public rights existing below mean high water, if applicable; and
- (g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 46 Nonantum Avenue,, Nantucket, Massachusetts, which is shown as Town Assessor's Map 87 as Parcel 34, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

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

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Thousand Five Hundred and 00100 Dollars (\$2,500.00), of which

\$ 125.00	was paid with the Proposal
\$ 2,375.00.	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ 2,500.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2016, unless otherwise agreed upon in writing. It is agreed that time is 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 the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If 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 delivery of the deed the premises do not conform with the provisions hereof, then 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so 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 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.

**13. ACCEPTANCE OF DEED**

The acceptance and recording 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 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**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account 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, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER

which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

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 so executing, nor any shareholder or 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 has he 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: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the

BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER 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.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Eric F. Stone and Dominicana C. Stone,  
Trustees of Stone Family Nominee Trust  
45 Blair Heights  
Carmel, NY 10512

With a copy to:

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 46 Nonantum Avenue and shown on Town Assessor's Map 87 as Parcel 34 previously acquired by Grantee pursuant to Deed recorded in Book 1242, Page 337 with the Nantucket Registry of Deeds(collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and

all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

54601/NANT 19712/0001

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

**BUYER: STONE FAMILY  
NOMINEE TRUST**

By:

\_\_\_\_\_  
Eric F. Stone, Trustee

By:

\_\_\_\_\_  
Dominicana C. Stone, Trustee

## QUITCLAIM DEED

### **Parcel A34, Nobadeer Avenue, Nantucket, Massachusetts**

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Eric F. Stone and Dominicana C. Stone, Trustees of Stone Family Nominee Trust under Declaration of Trust dated August 27, 2010, recorded with Nantucket County Registry of Deeds in Book 1242, Page 331**, of 45 Blair Heights, Carmel, New York 10512 (the “Grantee”), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel A34, Nobadeer Avenue, in Nantucket, Massachusetts on a plan of land entitled “Plan to Acquire Land for General Municipal Purposes, Nobadeer Avenue in Nantucket, Massachusetts, Prepared for Town of Nantucket,” dated February 7, 2011, prepared by Nantucket Surveyors, LLC recorded with said Deeds as Plan No. 2011-24. The premises hereby conveyed are a portion of Nobadeer Avenue in Nantucket, Massachusetts, and contains approximately 2,000 square feet, more or less of vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 46 Nonantum Avenue and shown on Town Assessor’s Map 87 as Parcel 34, previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1242, Page 337 (collectively with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 25, 2011, recorded with said Deeds in Book 1281, Page 158.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Stone Family Nominee Trust ("Buyer")  
Parcel A34, Nobadeer Avenue, Nantucket, MA (Property)  
January 28, 2016 (Closing Date)

**Purchase Price:** \$ 2,500.00

**Less:**

Deposit \$ 125.00

**Plus:**

Payment in Lieu of Tax Adjustment  
1/28/-6/30/16 and \$ 12.11  
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 3,262.11

**Checks:**

Town of Nantucket \$ 3,262.11

**BUYER: STONE FAMILY  
NOMINEE TRUST**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Eric F. Stone, Trustee

By: \_\_\_\_\_  
Dominicana C. Stone, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and 9 Plum, LLC, a Massachusetts limited liability company, having an address of 9 Plum Street, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel D-1, Woodbine Street, containing 2,000 square feet, more or less, shown on a plan entitled "Roadway Disposition Plan in Nantucket, Mass. Of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Prepared by Bracken Engineering, Inc., dated December 29, 2010, recorded with Nantucket County Registry of Deeds as Plan No. 2011-10(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient 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:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) 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;

(d) 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;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 9 Plum Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 27, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises is conveyed subject to 4' wide walking path easement shown on said Plan

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

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

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), of which

\$ 125.00	was paid with the Proposal
\$ 2,375.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 2,500.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2016, unless otherwise agreed upon in writing. It is agreed that time is 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 the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If 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 delivery of the deed the premises do not conform with the provisions hereof, then 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so 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 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.

**13. ACCEPTANCE OF DEED**

The acceptance and recording 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 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**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account 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, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER

which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

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 so executing, nor any shareholder or 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 has he 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: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the

BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER 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.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

9 Plum,, LLC  
9 Plum Street  
Nantucket, MA 02554

With a copy to:

Richard P. Beaudette, Esq.  
Vaughan, Dale, Hunter, and Beaudette  
Whaler's Lane  
P.O. Box 659  
Nantucket, MA 02554  
(508) 228-4455  
Facsimile: (508) 228- 3070

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 9 Plum Street and shown on Town Assessor's Map 80 as Parcel 27 previously acquired by Grantee pursuant to Deed filed with Nantucket Registry District of the Land Court as Document No. 130828 noted on Certificate of Title No. 23584 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the

BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

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545621/NANT 19712/0007

**ESCROW AGENT:**  
TOWN TREASURER

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**BUYER: 9 Plum, LLC**

By:

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Joseph Faughnan, Jr., Manager

## QUITCLAIM DEED

### **Parcel D-1, Woodbine Street, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **9 Plum, LLC**, a Massachusetts limited liability company, having an address of 9 Plum Street, Nantucket, Massachusetts 02554 (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel D-1, Woodbine Street, in Nantucket, Massachusetts on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. Of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," dated December 29, 2010, prepared by Bracken Engineering, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2011-10. The premises hereby conveyed are a portion of Woodbine Street in Nantucket, Massachusetts, and contains approximately 2,000 square feet, more or less of vacant land (the "Parcel").

The Parcel is conveyed subject to an easement over a four foot (4') wide walking path (the "Walking Path") and an Existing Path shown on said Plan. The Grantor reserves an easement over the Walking Path and Existing Path for:

1. public access only by foot or by non-motorized transportation over the Walking Path and the Existing Path, except for the use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Walking Path or the Existing Path; and
2. the right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Walking Path as shown on said Plan and to re-surface the Walking Path with any materials in the Grantor's sole discretion; and
3. the discontinuance and re-location of the Existing Path.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 9 Plum Street and shown on Town Assessor's Map 80 as Parcel 27, previously acquired by Grantee by Deed filed with Nantucket Registry District of the Land Court as Document No. 130828 noted on Certificate of Title No. 23584 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court and

recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010 recorded with said Deeds in Book 1250, Page 134 and filed with said Registry District of the Land Court as Document No. 131791.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
9 Plum, LLC ("Buyer")  
Parcel D-1, Woodbine Street, Nantucket, MA (Property)  
January 28, 2016 (Closing Date)

**Purchase Price:** \$ 2,500.00

**Less:**

Deposit \$ 125.00

**Plus:**

Payment in Lieu of Tax Adjustment  
1/28/-6/30/16 and \$ 12.11  
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 3,262.11

**Checks:**

Town of Nantucket \$ 3,262.11

**BUYER: 9 PLUM, LLC**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Joseph Faughnan, Jr., Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Edward T. Reilly and Susan Reilly of 9 Stony Point Road, Westport, Connecticut 06880, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises are two parcels of land in Nantucket, Massachusetts shown as Parcels C-1 and J-1, Woodbine Street, containing respectively 2,000 square feet, more or less, and 5,000 square feet, more or less, shown on a plan entitled "Roadway Disposition Plan in Nantucket, Mass. Of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," Prepared by Bracken Engineering, Inc., dated December 29, 2010, recorded with Nantucket County Registry of Deeds as Plan No. 2011-10(the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient 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:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) 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;

(d) 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;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 11 Plum Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 28, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises is conveyed subject to easement over 4' wide walking path easement and existing path shown on said Plan

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

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

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), of which

\$ 375.00	was paid with the Proposal
\$ 7,125.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 7,500.00	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2016, unless otherwise agreed upon in writing. It is agreed that time is 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 the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If 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 delivery of the deed the premises do not conform with the provisions hereof, then 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so 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 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.

**13. ACCEPTANCE OF DEED**

The acceptance and recording 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 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**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account 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, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow

account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

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 so executing, nor any shareholder or 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 has he 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: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER 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.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. Edward T. Reilly  
9 Stony Point Road  
Westport, CT 06880

With a copy to:

Richard J. Glidden, Esq.  
Glidden & Glidden, P.C.  
37 Centre Street  
Nantucket, MA 02554  
(508) 228-0771  
Facsimile: (508) 228-6205

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing

representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

“The Grantor’s conveyance of the parcel(s) described herein is based in part on the Grantee’s warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 11 Plum Street and shown on Town Assessor’s Map 80 as Parcel 28 previously acquired by Grantee pursuant to Deed filed with Nantucket Registry District of the Land Court as Document No. 104038 noted on Certificate of Title No. 20898 (collectively, the “Combined Premises”), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code., prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.”

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body” pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER’s financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER’s agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER’s agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event

that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
545830/NANT 19712/0001

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

**BUYER:**

By:

\_\_\_\_\_  
Edward T. Reilly

By: \_\_\_\_\_  
Susan Reilly

## QUITCLAIM DEED

### **Parcels C-1 and J-1, Woodbine Street, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Edward T. Reilly and Susan Reilly**, husband and wife, as joint tenants with right of survivorship, of 9 Stony Point Road, Westport, CT 06880 (the "Grantee"), with QUITCLAIM COVENANTS, those certain plots of land shown as Parcels C-1 and J-1, Woodbine Street, in Nantucket, Massachusetts on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. Of Nobadeer Avenue, Woodbine Street, Assessors Maps 80 & 87," dated December 29, 2010, prepared by Bracken Engineering, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2011-10. The premises hereby conveyed are portions of Woodbine Street in Nantucket, Massachusetts, and contain respectively 2,000 square feet, more or less, and 5,000 square feet, more or less, of vacant land (the "Parcels").

The Parcels are conveyed subject to an easement over a four foot (4') wide walking path (the "Walking Path") and an Existing Path shown on said Plan. The Grantor reserves an easement over the Walking Path and Existing Path for:

1. public access only by foot or by non-motorized transportation over the Walking Path and the Existing Path, except for the use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Walking Path or the Existing Path; and
2. the right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Walking Path as shown on said Plan and to re-surface the Walking Path with any materials in the Grantor's sole discretion; and
3. the discontinuance and re-location of the Existing Path.

The Grantor's conveyance of these Parcels is based in part on the Grantee's warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 11 Plum Street and shown on Town Assessor's Map 80 as Parcel 28, previously acquired by Grantee by Deed filed with Nantucket Registry District of the Land Court as Document No. 104038 noted on Certificate of Title No. 20898 (collectively with the Parcels, the "Combined Premises"), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of

Selectmen and such permission is filed with said Registry District of the Land Court and recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010 recorded with said Deeds in Book 1250, Page 134 and filed with said Registry District of the Land Court as Document No. 131791.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Edward T. Reilly and Susan Reilly ("Buyer")  
Parcels C-1 and J-1, Woodbine Street, Nantucket, MA (Property)  
January 28, 2016 (Closing Date)

**Purchase Price:** \$ 7,500.00

**Less:**

Deposit \$ 375.00

**Plus:**

Payment in Lieu of Tax Adjustment  
1/28/-6/30/16 and \$ 37.86  
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

**Net Amount Due Seller:** \$ 8,037.86

**Checks:**

Town of Nantucket \$ 8,037.86

**BUYER:**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Edward T. Reilly

By: \_\_\_\_\_  
Susan Reilly

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and William W. Abendroth, Trustee of 58 Nobadeer Avenue Nominee Real Estate Trust under Declaration of Trust dated June 10, 2013, recorded with Nantucket County Registry of Deeds in Book 1389, Page 298, having an address of \_\_\_\_\_ hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel I-6A, Irving Street, containing 325 square feet, more or less, shown on a plan entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for: Town of Nantucket," dated November 9, 2015, prepared by Nantucket Surveyors, LLC, recorded with said Deeds as Plan No. 2015-108(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient 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:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;

- (c) 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;
- (d) 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;
- (e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;
- (f) Any public rights existing below mean high water, if applicable; and
- (g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 58 Nobadeer Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 88 as Parcel 81, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and
- (h) Said premises is conveyed subject to a 2.5' wide public pedestrian easement and a driveway easement over the gravel driveway, both shown on said Plan.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

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

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Four Hundred Six and 25/100 Dollars (\$406.25), of which

\$ 0.00	was paid with the Proposal
\$ 406.25	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ 406.25	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2016, unless otherwise agreed upon in writing. It is agreed that time is 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 the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If 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 delivery of the deed the premises do not conform with the provisions hereof, then 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so 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 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.

**13. ACCEPTANCE OF DEED**

The acceptance and recording 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 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**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account 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, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER

which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

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 so executing, nor any shareholder or 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 has he 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: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such

written instruments. If two or more persons are named herein as BUYER 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.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

William W. Abendroth, Trustee  
58 Nobadeer Avenue Nominee Real Estate  
Trust

With a copy to:

Bruce Berns, Esq.  
Abendroth, Berns & Warner, LLC  
40 Grove Street, Suite 375  
Wellesley, MA 02482  
(781) 237-9188  
Facsimile: (781) 237-8891

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 58 Nobadeer Avenue and shown on Town Assessor's Map 88 as Parcel 81 previously acquired by Grantee pursuant to Deed recorded in Book 1389, Page 304 with the Nantucket Registry of Deeds (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from

BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

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539502NANT 19712/0143

**ESCROW AGENT:**  
TOWN TREASURER

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**BUYER: 58 NOBADEER AVENUE  
NOMINEE REAL ESTATE TRUST**

By:

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William W. Abendroth, Trustee

## QUITCLAIM DEED

### **Parcel I-6A, Irving Street, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Four Hundred Six and 25/100 Dollars (\$406.25), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **William W. Abendroth, Trustee of 58 Nobadeer Avenue Nominee Real Estate Trust, under Declaration of Trust dated June 10, 2013, recorded with Nantucket County Registry of Deeds in Book 1398, Page 298** of \_\_\_\_\_ (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel I-6a, Irving Street, in Nantucket, Massachusetts on a plan of land entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts , Prepared for Town of Nantucket," dated November 9, 2015, prepared by Nantucket Surveyors, LLC, recorded with said Deeds as Plan No. 2015-108. The premises hereby conveyed are a portion of Irving Street in Nantucket, Massachusetts, and contains approximately 325 square feet, more or less of vacant land (the "Parcel").

The Parcel is conveyed subject to a 2.5' wide public pedestrian easement shown on said Plan and as set forth in the Amended Easement Agreement dated December 17, 2014 recorded with said Deeds in Book 1465, Page 28 and a driveway easement over the gravel drive shown on said Plan for the benefit of the property located at 62 Nobadeer Avenue and shown on Town Assessor's Map 88 as Parcel 11.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 58 Nobadeer Avenue and shown on Town Assessor's Map 88 as Parcel 81, previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1389, Page 304(collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the

Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated April 25, 2012 recorded with said Deeds in Book 1323, Page 332.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
William W. Abendroth, Trustee of 58 Nobadeer Avenue  
Nominee Real Estate Trust ("Buyer")  
Parcel I-6A, Irving Street, Nantucket, MA (Property)  
January 28, 2016 (Closing Date)

**Purchase Price:** \$ 406.25

**Less:**

Deposit \$ 0.00

**Plus:**

Payment in Lieu of Tax Adjustment  
1/28/-6/30/16 and \$ 3.76  
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 600.00

**Net Amount Due Seller:** \$ 1,010.01

**Checks:**

Town of Nantucket \$ 1,010.01

**BUYER: 58 NOBADEER AVENUE  
NOMINEE REAL ESTATE  
TRUST**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
William W. Abendroth, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Virginia M. Iandiorio, Trustee of V. Iandiorio Realty Trust under Declaration of Trust dated October 31, 2001, recorded with Nantucket County Registry of Deeds in Book 724, Page 245 of 29 Claypit Hill Road, Wayland, Massachusetts 01778, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel I-6B, Irving Street, containing 1,675 square feet, more or less, shown on a plan entitled “Disposition Plan, Parcel “I-6” Plan No. 2012-22, Irving Street in Nantucket, Massachusetts, Prepared for: Town of Nantucket,” dated November 9, 2015, prepared by Nantucket Surveyors, LLC, recorded with said Deeds as Plan No. 2015-108(the “Property” or “Premises”). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient 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:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) 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;

(d) 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;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 60 Nobadeer Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 88 as Parcel 10, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises is subject to driveway easement in the gravel drive shown on said Plan for the benefit of the owners of 62 Nobadeer Avenue, shown on Town Assessor's Map 88 as Parcel 11.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

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

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Thousand Ninety-three and 75/100 Dollars (\$2,093.75), of which

\$ 125.00	was paid with the Proposal
\$ 1,968.75.	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 2,093.75	Total

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2016, unless otherwise agreed upon in writing. It is agreed that time is 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 the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If 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 delivery of the deed the premises do not conform with the provisions hereof, then 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so 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 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.

**13. ACCEPTANCE OF DEED**

The acceptance and recording 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 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**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account 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, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER

which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

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 so executing, nor any shareholder or 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 has he 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: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the

BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER 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.

**28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Virginia M. Iandiorio, Trustee  
V. Iandiorio Realty Trust  
29 Claypit Hill Road  
Wayland, MA 01778

With a copy to:

John B. Brescher, Esq.  
Glidden & Glidden, P.C.  
37 Centre Street  
P.O. Box 1079  
Nantucket, MA 02554  
(508) 228-0771  
Facsimile: (508) 228-6205

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and

considered as one parcel with the abutting property at 60 Nobadeer Avenue and shown on Town Assessor's Map 88 as Parcel 10 previously acquired by Grantee pursuant to Deed recorded in Book 724, Page 252 with the Nantucket Registry of Deeds (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code,, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from

BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

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53364v43NANT 19712/0143

**ESCROW AGENT:**  
TOWN TREASURER

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**BUYER: V. IANDIORIO**  
**REALTY TRUST**

By:

---

Virginia M. Iandiorio, Trustee

## QUITCLAIM DEED

### **Parcel I-6B, Irving Street, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Two Thousand Ninety-three and 75/100 Dollars (\$2,093.75), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Virginia M. Iandiorio, Trustee of V. Iandiorio, Realty Trust under Declaration of Trust dated October 31, 2001, recorded with Nantucket County Registry of Deeds in Book 724, Page 245** of 29 Claypit Hill Road, Wayland, Massachusetts 01778 (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel I-6B, Irving Street, in Nantucket, Massachusetts on a plan of land entitled "Disposition Plan, Parcel "I-6" Plan No. 2012-22, Irving Street in Nantucket, Massachusetts , Prepared for Town of Nantucket," dated November 9, 2015, prepared by Nantucket Surveyors, LLC, recorded with said Deeds as Plan No. 2015-108. The premises hereby conveyed are a portion of Irving Street in Nantucket, Massachusetts, and contains approximately 1,675 square feet, more or less of vacant land (the "Parcel").

The Parcel is conveyed subject to a driveway easement on the Gravel Driveway shown on said Plan for the benefit of 62 Nobadeer Avenue, shown on the Town Assessor's Map 88 as Parcel 11.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 60 Nobadeer Avenue and shown on Town Assessor's Map 88 as Parcel 10, previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 724, Page 252(collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined

Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated April 25, 2012 recorded with said Deeds in Book 1323, Page 332.

**Remainder of Page Intentionally Blank**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
Virginia M. Iandiorio, Trustee of V. Iandioro Realty Trust ("Buyer")  
Parcel I-6B, Irving Street, Nantucket, MA (Property)  
January 28, 2016 (Closing Date)

**Purchase Price:** \$ 2,093.75

**Less:**

Deposit \$ 125.00

**Plus:**

Payment in Lieu of Tax Adjustment  
1/28/-6/30/16 and \$ 10.66  
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 1,225.00

**Net Amount Due Seller:** \$ 3,204.41

**Checks:**

Town of Nantucket \$ 3,204.41

**BUYER: V. IANDIORIO REALTY  
TRUST**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
Virginia M. Iandiorio, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Takings "A"

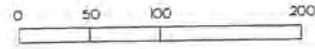
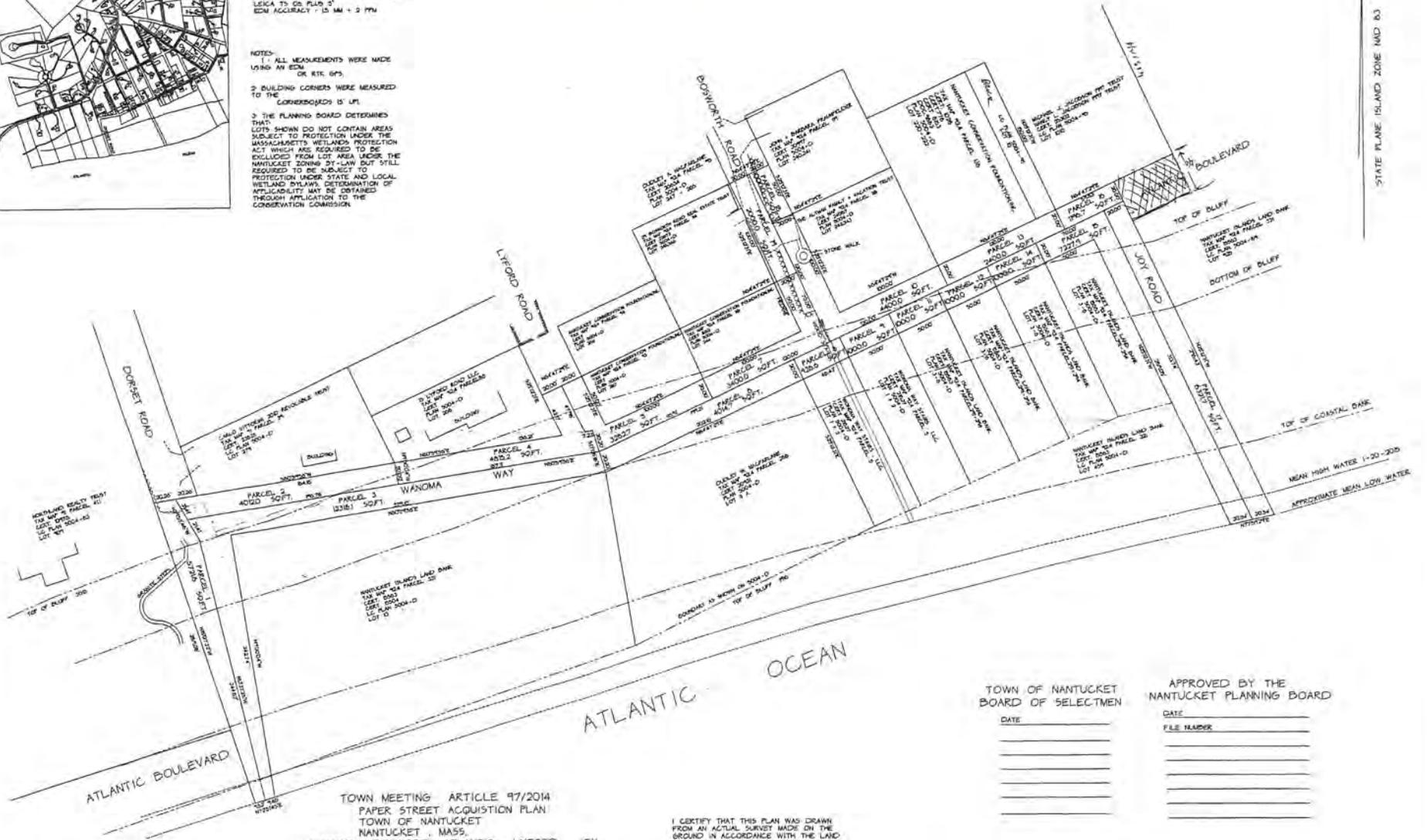


SURVEY INSTRUMENT:  
LEICA RYK GNSS 95 14  
RECEIVER ACCURACY: 3 MM + 0.3 PPM  
LEICA TS 02 PLUM 47  
EDM ACCURACY: 1.5 MM + 2 PPM

NOTES:  
1. ALL MEASUREMENTS WERE MADE USING AN EDM OR RTK GPS.  
2. BUILDING CORNERS WERE MEASURED TO THE CORNER/EDGE IS LPI.  
3. THE PLANNING BOARD DETERMINES THAT LOTS SHOWN DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL REQUIRED TO BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

N ORTH

STATE PLANE ISLAND ZONE NAD 83



TOWN MEETING ARTICLE 97/2014  
PAPER STREET ACQUISITION PLAN  
TOWN OF NANTUCKET  
NANTUCKET, MASS.  
WANOMA, BOSWORTH, ATLANTIC, LYFFORD, JOY

SCALE 1" = 40' 2-12-2015  
ACKME SURVEY LLC  
PO BOX 1448  
NANTUCKET, MASS.

I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2000 OR OR BETWEEN JANUARY 1, 2014 AND FEBRUARY 24, 2015

PROFESSIONAL LAND SURVEYOR

DATE

TOWN OF NANTUCKET  
BOARD OF SELECTMEN

DATE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED BY THE  
NANTUCKET PLANNING BOARD

DATE \_\_\_\_\_  
FILE NUMBER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NANTUCKET  
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN  
OF PARCEL 1, BEACH PLUM AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 96 at its 2014 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising a portion of Beach Plum Avenue described below (“Parcel”) is required for general municipal purposes and/or public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Portion of Beach Plum Avenue,” dated November 10, 2015, prepared by Ackme Survey LLC and recorded with the Nantucket Registry of Deeds as Plan No. 2015-107(the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 1	Beach Plum Avenue	2,196.5 s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 67, Parcel 337	Catherine E. Conte, Trustee of Southern Realty Trust u/d/t dated June 2, 1997 recorded with Nantucket County Registry of Deeds in Book 539, Page 14	Book 993, Page 247

Any and all trees, vegetation, structures and improvements on the Parcel are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcel is valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcel taken hereby is not a true owner of said Parcel, then the award is made only to the true owner(s) of said Parcel.

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Taking "B"

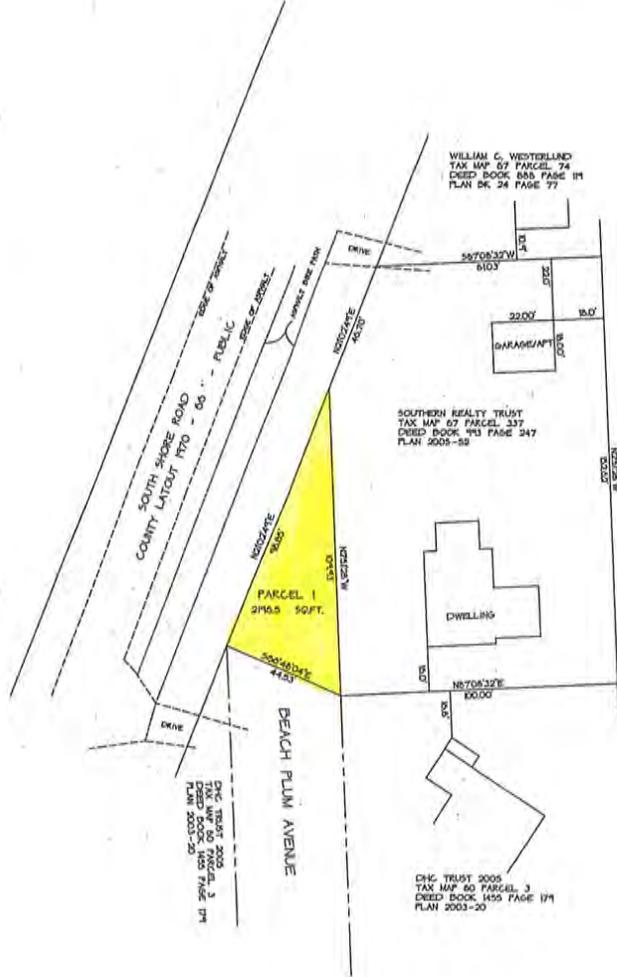
ZONE R-40  
MIN LOT 40,000SF  
FRONTAGE 75FT  
G/C 10%  
FRONT YARD 30FT  
SIDE/REAR YARD 10FT

THE PLANNING BOARD DETERMINES THAT THE PARCEL SHOWN  
DO NOT CONTAIN AREAS SUBJECT TO PROTECTION  
UNDER THE MASSACHUSETTS WETLANDS PROTECTION  
ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT  
AREA UNDER THE NANTUCKET ZONING BYLAW,  
BUT STILL MAY BE SUBJECT TO THE PROTECTION UNDER  
STATE AND LOCAL WETLAND BYLAWS.  
DETERMINATION OF APPLICABILITY MAY BE OBTAINED  
THROUGH APPLICATION TO THE CONSERVATION  
COMMISSION.

REFERENCE PLAN - BOOK 15 PAGE 71

N ORTH

STATE PLANE ISLAND ZONE



TOWN OF NANTUCKET  
TAX MAP 80 PARCEL 311  
DEED BOOK 665 PAGE 67

WILLIAM C. WESTERLUND  
TAX MAP 87 PARCEL 74  
DEED BOOK 685 PAGE 111  
PLAN BK 24 PAGE 77

SOUTHERN REALTY TRUST  
TAX MAP 87 PARCEL 137  
DEED BOOK 413 PAGE 247  
PLAN 2005-92

DHC TRUST 2005  
TAX MAP 60 PARCEL 3  
DEED BOOK 155 PAGE 171  
PLAN 2003-20

DHC TRUST 2005  
TAX MAP 60 PARCEL 3  
DEED BOOK 155 PAGE 171  
PLAN 2003-20

PAPER STREET ACQUISITION PLAN  
TOWN OF NANTUCKET  
NANTUCKET, MASS.  
PORTION OF BEACH PLUM AVENUE  
SCALE 1" = 30' 11-10-2015  
ACKME SURVEY LLC  
PO BOX 1448  
NANTUCKET, MASS.

TOWN OF NANTUCKET  
BOARD OF SELECTMEN

APPROVAL NOT REQUIRED  
NANTUCKET PLANNING BOARD

DATE  
*Colinda*  
*Wes*  
*Paula*  
*A*

DATE 11-19-15  
FILE NUMBER 7902  
*[Signature]*  
*[Signature]*  
*[Signature]*

2015 00000107  
Bk: Pg: 0 Page: 0  
Doc: PLAN 12/17/2015 03:31 PM

NANTUCKET REGISTRY  
OF DEEDS  
Date: December 17, 2015  
Time: 3:31 PM  
Plan No: 2015-107  
*[Signature]*  
Register  
Sheet 1 of 1



I CERTIFY THAT THIS PLAN HAS BEEN  
PREPARED IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE  
REGISTER OF DEEDS OF THE  
COMMONWEALTH OF MASSACHUSETTS.

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NANTUCKET  
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN  
OF PARCEL 1, WEST CHESTER STREET

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 102 at its 2015 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising a portion of West Chester Street described below (“Parcel”) is required for general municipal purposes and/or public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Town Meeting Article, Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Portion of West Chester Street” dated June 25, 2015, prepared by Ackme Survey LLC and recorded with the Nantucket Registry of Deeds as Plan No. 2015-52(the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 1	West Chester Street	8,905.5 s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 41, Parcel 480	21 Crooked Lane, LLC	Book 1382, Page 332 and Certificate of Title No. 24782

Any and all trees, vegetation, structures and improvements on the Parcel are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcel is valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcel taken hereby is not a true owner of said Parcel, then the award is made only to the true owner(s) of said Parcel.

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Taking "C"

THE PLANNING BOARD DETERMINES THAT THE PARCELS SHOWN DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO THE PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

N ORTH

STATE PLANE ISLAND ZONE



SOLOMON M. SOLOMON  
TAX MAP 41 PARCEL 467.1  
CERT. 23196  
LC PLAN 8852-1  
LOT 6

N42°10'1"W  
142.66'

NANTUCKET CONSERVATION  
FOUNDATION, INC  
TAX MAP 41 PARCEL 532  
DEED BOOK 147 PAGE 52

N72°30'0"W  
141.18'

TRAVELED WAY

N65°52'45"W  
114.81'

OFFSHORE ANIMAL REALTY LLC  
TAX MAP 41 PARCEL 205  
CERT. 24271  
LC PLAN 12325-B  
LOT 2

S63°52'45"E  
36.82'

ELIZABETH W. RICKETSON  
TAX MAP 41 PARCEL 466  
CERT. 16570  
LC PLAN 8852-6  
LOT 4

S42°04'5"E  
35.50'

PAPER ROAD  
30 FT. WIDE

S71°00'1"W  
47.73'

PARCEL 1  
0.2 ACRES  
89055 SQ.FT.

N65°52'45"W

N89°35'50"E  
15.12'

WESTCHESTER STREET

21 CROOKED LANE LLC  
TAX MAP 41 PARCEL 480  
DEED BOOK 1382 PAGE 332  
CERT. 24782  
PLAN 16-74

236.22'

440.49'  
S85°23'02"E

CONCRETE BOUND FOUND

S27°09'59"W  
329.32'

TOWN MEETING ARTICLE  
PAPER STREET ACQUISITION PLAN  
TOWN OF NANTUCKET  
NANTUCKET, MASS.  
PORTION OF WESTCHESTER STREET  
SCALE 1" = 30' 6-25-2015  
ACKME SURVEY LLC  
PO BOX 1448  
NANTUCKET, MASS.

TOWN OF NANTUCKET  
BOARD OF SELECTMEN

APPROVAL NOT REQUIRED  
NANTUCKET PLANNING BOARD

DATE 07-13-15

FILE NUMBER 7850

DATE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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FOR REGISTRY USE ONLY

NANTUCKET REGISTRY  
OF DEEDS

Date: 07-13-2015

Time: 3:30 PM

Plan No: 2015-52

Deputy: \_\_\_\_\_

Attest: \_\_\_\_\_

Register

Sheet 1 of 1



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

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NANTUCKET  
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN  
OF TAKING PARCEL A, UNNAMED WAY OFF FRANKLIN STREET

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 102 at its 2015 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising a portion of unnamed Way off Franklin Street described below (“Parcel”) is required for general municipal purposes and/or public access purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Acquisition Plan for Portion of Paper Street between Franklin and West Chester Street, Nantucket, MA,” dated September 4, 2015, prepared by Earle & Sullivan, Inc., and recorded with the Nantucket Registry of Deeds as Plan No. 2015-86 (the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Taking Parcel A	Unnamed Way off Franklin Street	1377 s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 41, Parcel 391	Margaret Ann Ruley	Book 554, Page 172

Any and all trees, vegetation, structures and improvements on the Parcel are included in this Order of Taking, except for the gravel drive, stockade fence and shell drive located within

the boundaries of the Parcel, and reserving the rights, if any, to the 12' wide right of way located within the Parcel as shown on said Plan.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcel is valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcel taken hereby is not a true owner of said Parcel, then the award is made only to the true owner(s) of said Parcel.

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE NANTUCKET BOARD OF SELECTMEN**  
**AND**  
**THE NANTUCKET AIRPORT COMMISSION**  
**\_\_\_\_\_ , 2016**

This Memorandum of Understanding is entered into on this \_\_\_ day of \_\_\_\_\_, 2016, between the Nantucket Board of Selectmen and the Nantucket Airport Commission.

WHEREAS, the Nantucket Memorial Airport is operated as an Enterprise Fund pursuant to G.L. c. 44, § 53F½; and

WHEREAS, in Fiscal Years 2012 through 2014, Airport revenue and other sources of funding were insufficient to meet the operating and capital needs of the Airport Enterprise Fund; and

WHEREAS, in each of those fiscal years, the Town was required to subsidize the Airport using general revenues of the Town, as shown in particular detail in Exhibit A; and

WHEREAS, at the time that Town Meeting voted to approve the Enterprise Fund budget for Fiscal Years 2012 through 2014, certain Town Meeting votes contained express language that the Airport was expected to repay the General Fund for the subsidies provided. Certified copies of the Town Meeting votes are attached hereto as Exhibit B; and

WHEREAS; the Airport Commission has instituted management controls, rate adjustments, and fiscal policies, which have resulted in increased revenues and fiscal savings so that no General Fund subsidy was required to operate the Airport Enterprise Fund in 2015, and the Airport Enterprise Fund budget adopted at the 2015 Annual Town Meeting for Fiscal Year 2016 did not include a subsidy from the General Fund for Airport operations; and

WHEREAS, the Airport Commission anticipates that such management controls and fiscal policies in the future will result in sufficient revenues from the operation of the Airport to meet the operating and capital needs of the Airport in future fiscal years; and

WHEREAS, the Federal Aviation Administration has established Policies and Procedures Concerning the Use of Airport Revenue pursuant to its authority under 49 U.S.C. 471071 that allow federally regulated airports to reimburse airport sponsors for capital contributions or operating expenses provided to airports under its sponsorship going back six years from the date of the request. See 64 Fed Reg 7697, February 16, 1999; and

WHEREAS, the FAA Policies and Procedures require the Airport Sponsor and the Airport to enter into a written agreement governing the terms of any reimbursement and such agreements may extend the term of reimbursements beyond six years; and

Whereas, the Board of Selectmen and the Airport Commission have determined that a reimbursement schedule over a twenty year period is appropriate given the fiscal constraints of the Airport Enterprise Fund; and

WHEREAS, the Board of Selectmen and the Airport Commission have mutually determined that an interest rate of 0-percent for the reimbursement schedule is in the best interests of the Town and the Airport Commission; and

WHEREAS, the Airport Commission and the Board of Selectmen have agreed that it is in the best interests of the Airport and the Town to enter into this MOU in order to effectuate the representations to Town Meeting that the general subsidies provided to the Airport from the Town's General Fund for Fiscal years 2012 through 2014 would be repaid.

Now, therefore, the Board of Selectmen and the Airport Commission enter into the Memorandum of Understanding for the purpose of setting forth the procedures and schedule for reimbursement of the General Fund subsidies provided to the Airport in Fiscal Years 2012 through 2014 as shown in Exhibit A.

1. In Fiscal Year 2016, the Airport Enterprise Fund will reimburse the General Fund in the amount of \$135,000, an amount that was included in the operating budget of the Airport for Fiscal Year 2016. In each of the subsequent nineteen fiscal years, the Airport Enterprise Fund will reimburse the General Fund in the amount of \$230,000 each year.
2. Subject to approval by the Board of Selectmen, the Airport Commission may apply a credit against the reimbursement due in any fiscal year for the value of any in-kind goods or services provided to the Town which may, for example, include the value of materials stockpiled at the Airport resulting from Airport projects for use by the Town's Department of Public Works or other Town agencies. . Any in-kind goods or services will be valued at their fair market value, as determined by the Board of Selectmen in consultation with the Airport Commission. If approved in-kind goods and services in any fiscal year equal an amount greater than what is set forth in this MOU for that fiscal year, Paragraph 5 of this MOU shall apply.
3. The backup detail for the annual operating budget for the Airport Enterprise Fund shall include the amount of the reimbursement set forth in Paragraph 1 of this MOU in each fiscal year covered by the MOU.
4. In December of each year during the term of this MOU, the Airport Commission will submit its proposed operating budget to the Board of Selectmen, the Finance Committee, and the Finance Director, which budget shall include the amount of the reimbursement due in the fiscal year commencing the following July 1<sup>st</sup>. If, for any reason, the Airport Commission determines that the Airport Enterprise Budget cannot support the

reimbursement due in the subsequent fiscal year, the Airport Commission shall so notify the Board of Selectmen, the Finance Committee, and the Finance Director as soon as practicable but in no event later than March 1st. If the Board of Selectmen and the Airport Commission, in consultation with the Finance Committee and the Finance Director, agree that it is impractical for the Enterprise Fund to make a reimbursement payment in the subsequent fiscal year or to reduce the reimbursement payment by a specified amount, the parties will consider available options, including postponing all or a portion of the reimbursement due in the next fiscal year, readjusting the amount of the reimbursement in subsequent fiscal years, or extending the total number of reimbursement years. The Airport Commission will make every reasonable effort to adjust its fees in order to meet the reimbursement amounts set forth in this MOU.

5. It is the intention of the Airport Commission to accelerate the reimbursements under this MOU to the extent practicable. Nothing contained herein shall prohibit the Airport Commission from proposing a reimbursement in any fiscal year of an amount greater than set what is set forth in this MOU. Any additional reimbursements, however, will be applied as a credit to reduce the total number of fiscal years over which the total reimbursement will be made, but shall not reduce the amount of reimbursement in any subsequent fiscal year than what is anticipated in this MOU.
6. The Finance Director will transfer the amount of the reimbursement included in the Enterprise Fund operating budget as approved by Town Meeting on the last day of the applicable Fiscal Year.
7. To the extent required, this MOU shall be submitted to the Federal Aviation Administration, the Massachusetts Department of Transportation – Aeronautics Division, and the Massachusetts Department of Revenue for review and approval.

**Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016**

Nantucket Board of Selectmen:

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nantucket Airport Commission:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT A

NANTUCKET MEMORIAL AIRPORT TRANSFERS FROM GENERAL FUND			
			Fiscal Year
General Fund Transfers to Airport			
Article 2- Unpaid Bills	2012	\$	762,777.85
Article 3 - Transfers	2012	\$	277,245.84
Article 16 - Devine Settlement	2012	\$	400,000.00
Article 16 - TA Transfers from Free Cash for Capital Deficits	2012	\$	379,463.00
Article 16 - TA 2012 Airport Budget Shortfall	2012	\$	1,426,984.00
Article 1 - STM 2012 Enterprise Operating Budget	2013	\$	1,060,728.00
FY2014 Budget	2014	\$	304,598.00
			\$ 4,611,796.69

NANTUCKET MEMORIAL AIRPORT PAYMENT SCHEDULE			
Fiscal Year	Payment Date	Amount	Balance
			\$ 4,611,796.69
2016	6/30/2016	135,000.00	\$ 4,476,796.69
2017	6/30/2017	235,620.87	\$ 4,241,175.82
2018	6/30/2018	235,620.87	\$ 4,005,554.95
2019	6/30/2019	235,620.87	\$ 3,769,934.08
2020	6/30/2020	235,620.87	\$ 3,534,313.21
2021	6/30/2021	235,620.87	\$ 3,298,692.34
2022	6/30/2022	235,620.87	\$ 3,063,071.47
2023	6/30/2023	235,620.87	\$ 2,827,450.60
2024	6/30/2024	235,620.87	\$ 2,591,829.73
2025	6/30/2025	235,620.87	\$ 2,356,208.86
2026	6/30/2026	235,620.87	\$ 2,120,587.99
2027	6/30/2027	235,620.87	\$ 1,884,967.12
2028	6/30/2028	235,620.87	\$ 1,649,346.25
2029	6/30/2029	235,620.87	\$ 1,413,725.38
2030	6/30/2030	235,620.87	\$ 1,178,104.51
2031	6/30/2031	235,620.87	\$ 942,483.64
2032	6/30/2032	235,620.87	\$ 706,862.77
2033	6/30/2033	235,620.87	\$ 471,241.90
2034	6/30/2034	235,620.87	\$ 235,621.03
2035	6/30/2035	235,621.03	\$ (0.00)

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**EXHIBIT B**



# Town of Nantucket

♦♦♦♦♦

## OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC  
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: [cstover@nantucket-ma.gov](mailto:cstover@nantucket-ma.gov)  
[flanaganstover@yahoo.com](mailto:flanaganstover@yahoo.com)  
[townclerk@nantucket-ma.gov](mailto:townclerk@nantucket-ma.gov)

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

♦♦♦♦♦

April 4, 2012

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the March 31, 2012 ANNUAL TOWN MEETING adopted **Article 2: "Appropriation: Unpaid Bills"** at the March 31, 2012 adjourned session.

### **TECHNICAL CORRECTION VIA THE MODERATOR:**

*AMEND the first paragraph of the FINANCE COMMITTEE MOTION as follows (Note: language to be deleted is shown by ~~strikeout~~; language to be added is shown as **highlighted text**):*

Moved that Twenty-eight Thousand Two Hundred Forty-one Dollars Fifty-four Cents (\$28,241.54) be appropriated from the Fiscal Year 2013 tax levy and other general revenues of the Town **Free Cash** to pay the General Fund unpaid bills from prior fiscal years; that Eight Thousand Ninety-nine Dollars (\$8,099) be appropriated from Fiscal Year 2013 Siasconset Water Anticipated Revenues **Retained Earnings** of the Siasconset Water Enterprise Fund to pay the Siasconset Water Enterprise Fund unpaid bills from prior fiscal years; that Five Thousand Seven Hundred Twenty-six Dollars Fifty Cents (\$5,726.50) be appropriated from Fiscal Year 2013 Solid Waste Anticipated Revenues **Retained Earnings** of the Solid Waste Enterprise Fund to pay the Solid Waste Enterprise Fund unpaid bills from prior fiscal years; that Three Thousand Five Hundred Sixty-one Dollars Fifty-five Cents (\$3,561.55) be appropriated from Fiscal Year 2013 Our Island Home Anticipated Revenues **Retained Earnings** of Our Island Home Enterprise Fund to pay Our Island Home Enterprise Fund unpaid bills from prior fiscal years; that Five Thousand Eight Hundred Ninety-five Dollars Eighty-five Cents (\$5,895.85) be appropriated from Fiscal Year 2013 Wannacomet Water Anticipated Revenues **Retained Earnings** of the Wannacomet Water Enterprise Fund to pay the Wannacomet Water Enterprise fund unpaid bills from prior fiscal years; that Five Hundred Eighteen Thousand Seven Hundred Eighty Three Dollars and Eighty Two Cents (\$518,783.82) be appropriated from Fiscal Year 2012 Nantucket Memorial Airport Revenues of the Nantucket Memorial Airport Enterprise Fund to pay the Airport enterprise fund unpaid bills from prior fiscal years; that Two Hundred Forty Three Thousand Nine Hundred Ninety Four Dollars and Three Cents (\$243,994.03) be appropriated from Fiscal Year 2013 tax levy and other general revenues of the Town **Seven Hundred Sixty-two Thousand Seven Hundred Seventy-seven Dollars and Eighty-five Cents (\$762,777.85)** be appropriated from **Free Cash** to pay the Airport Enterprise Fund unpaid bills from prior fiscal years:

**VOTE: The vote on the motion pursuant to Article 2 as moved by the Finance Committee with a Technical Correction brought forward through the Moderator, was by 4/5 Handcount Vote: YES – More than 20; NO - 4. The motion was adopted.**



Catherine Flanagan Stover, MMC, CMMC  
Town and County Clerk

**ARTICLE 2**

**(Appropriation: Unpaid Bills)**

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

*(Board of Selectmen)*

**FINANCE COMMITTEE MOTION:** Moved that Twenty-eight Thousand Two Hundred Forty-one Dollars Fifty-four Cents (\$28,241.54) be appropriated from the Fiscal Year 2013 tax levy and other general revenues of the Town to pay the General Fund unpaid bills from prior fiscal years; that Eight Thousand Ninety-nine Dollars (\$8,099) be appropriated from Fiscal Year 2013 Siasconset Water Anticipated Revenues of the Siasconset Water Enterprise Fund to pay the Siasconset water enterprise fund unpaid bills from prior fiscal years; that Five Thousand Seven Hundred Twenty-six Dollars Fifty Cents (\$5,726.50) be appropriated from Fiscal Year 2013 Solid Waste Anticipated Revenues of the Solid Waste Enterprise Fund to pay the solid waste enterprise fund unpaid bills from prior fiscal years; that Three Thousand Five Hundred Sixty-one Dollars Fifty-five Cents (\$3,561.55) be appropriated from Fiscal Year 2013 Our Island Home Anticipated Revenues of Our Island Home Enterprise Fund to pay the Our Island Home enterprise funds unpaid bills from prior fiscal years; that Five Thousand Eight Hundred Ninety-five Dollars Eighty-five Cents (\$5,895.85) be appropriated from Fiscal Year 2013 Wannacomet Water Anticipated Revenues of the Wannacomet Water Enterprise Fund to pay the Wannacomet water enterprise fund unpaid bills from prior fiscal years; that Five Hundred Eighteen Thousand Seven Hundred Eighty-three Dollars and Eighty-two Cents (\$518,783.82) be appropriated from Fiscal Year 2012 Nantucket Memorial Airport Revenues of the Nantucket Memorial Airport Enterprise Fund to pay the Airport enterprise fund unpaid bills from prior fiscal years; that Two Hundred Forty-three Thousand Nine Hundred Ninety-four Dollars and Three Cents (\$243,994.03) be appropriated from Fiscal Year 2013 tax levy and other general revenues of the Town to pay the Airport enterprise fund unpaid bills from prior fiscal years:

<i>DEPARTMENT</i>	<i>VENDOR</i>	<i>AMOUNT</i>
Fire Department	Firematic Supply Co.	\$460.00
Health Department	Nantucket Cottage Hospital	\$960.00
Nantucket School Department	Mass Teachers Retirement System	\$16,591.00
Marine Department	Medwar Electronics	\$221.23
Police Department	West Information	\$246.69
Police Department	Santos Rubbish Removal	\$240.50
Police Department	P&M Reis Trucking	\$127.50
Police Department	Bill Mogensen	\$250.00
Police Department	Guardian Information Technologies	\$924.14
Public Works	Atlantic Design	\$4,285.00
Public Works	Inquirer and Mirror	\$210.00
Public Works	AECOM, Inc.	\$810.36
Public Works	Island Road Materials, Inc.	\$2,599.88

Public Works	Albert Ottison, Reimbursement	\$60.00
Public Works	Medical Affiliates of Cape Cod	\$130.24
Senior Services	Yates Gas	\$125.00
<i>Subtotal General Fund Expense</i>		<i>\$28,241.54</i>
Siasconset Water	Town of Nantucket (Balance of indirect costs)	\$8,069.00
Siasconset Water	Inquirer and Mirror	\$30.00
<i>Subtotal Siasconset Water Enterprise Fund</i>		<i>\$8,099.00</i>
Solid Waste Enterprise Fund	Deutsch Williams	\$351.50
Solid Waste Enterprise Fund	Town of Nantucket (Balance of indirect costs)	\$5,375.00
<i>Subtotal Solid Waste Enterprise Fund Expense</i>		<i>\$5,726.50</i>
Our Island Home Enterprise Fund	Kopelman and Paige, PC	\$2,957.50
Our Island Home Enterprise Fund	New England Office Supply	\$19.44
Our Island Home Enterprise Fund	McKesson Medical Surgical Supply	\$22.65
Our Island Home Enterprise Fund	Sysco Boston, LLC	\$561.96
<i>Subtotal Our Island Home Enterprise Fund Expense</i>		<i>\$3,561.55</i>
Wannacomet Water Enterprise Fund	Robert Gardner, Reimbursement	\$127.70
Wannacomet Water Enterprise Fund	Robert Gardner, Reimbursement	\$121.15
Wannacomet Water Enterprise Fund	Town of Nantucket, Balance of Indirect Costs for 2011	\$5,647.00
<i>Subtotal Wannacomet Water Enterprise Fund Expense</i>		<i>\$5,895.85</i>
Airport Enterprise Fund	Ascent Aviation Group, Inc. Invoices	\$514,642.12
Airport Enterprise Fund	Ascent Aviation Group, Inc. Interest	\$15,439.26
Airport Enterprise Fund	A Taste of Nantucket	\$23,523.03
Airport Enterprise Fund	Kopelman and Paige, P.C.	\$13,550.44
Airport Enterprise Fund	Cowboys	\$6,476.20
Airport Enterprise Fund	ADB Airfield Solutions	\$3,730.44
Airport Enterprise Fund	ACK-Air Duct	\$3,595.50
Airport Enterprise Fund	Workforce Integrity Networks	\$1,970.40
Airport Enterprise Fund	Nantucket Auto Body	\$ 1,570.20
Airport Enterprise Fund	Yates Gas	\$1,554.80
Airport Enterprise Fund	Door Concepts, Inc.	\$1,331.94
Airport Enterprise Fund	Inquirer & Mirror	\$834.75
Airport Enterprise Fund	Progressive Business Publications	\$253.00
Airport Enterprise Fund	Aramark	\$227.94
Airport Enterprise Fund	Franklin Paint Co.	\$101.43
Airport Enterprise Fund	Signet	\$41.40
Airport Enterprise Fund	Town of Nantucket (Indirect Costs)	\$173,935.00

<i>Subtotal Airport Enterprise Fund</i>	<i>\$762,777.85</i>
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FINANCE COMMITTEE COMMENT: The Committee's motion was made with the expectation that the Airport Enterprise Fund, when able, will reimburse the General Fund the amount of \$243,994.03 for the unpaid bills listed above.

*Quantum of vote required for passage of this motion is 4/5.*



# Town of Nantucket



## OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC  
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

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Email: [estover@nantucket-ma.gov](mailto:estover@nantucket-ma.gov)

[flanaganstover@yahoo.com](mailto:flanaganstover@yahoo.com)

[townclerk@nantucket-ma.gov](mailto:townclerk@nantucket-ma.gov)

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



April 6, 2012

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the March 31, 2012 ANNUAL TOWN MEETING adopted **Article 3: "Appropriation: Prior Year Articles "** at the March 31, 2012 adjourned session.

### TECHNICAL CORRECTION VIA THE MODERATOR:

Article 20 of 2006 Annual Town Meeting (Professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor)	Article <del>13</del> <b>14</b> of 2002 Annual Town Meeting (Airport - <del>Purchase new airfield equipment</del> Terminal Design)	\$ 54,737.05
Article 20 of 2006 Annual Town Meeting (Professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor)	Article <del>13</del> <b>14</b> of 2002 Annual Town Meeting (Airport - <del>Purchase new airfield equipment</del> Terminal Design)	\$ 76,417.17
Article 10 of 2001 Annual Town Meeting (Improvements to sidewalks and crosswalks for compliance with Americans with Disabilities Act)	Article <del>13</del> <b>14</b> of 2002 Annual Town Meeting (Airport - <del>Purchase new airfield equipment</del> Terminal Design)	\$ 35,000.00
Article 10 of 2000 Annual Town Meeting (Design, construction, permitting, installation and other related fees for Prospect Street Sidewalk)	Article <del>13</del> <b>14</b> of 2002 Annual Town Meeting (Airport - <del>Purchase new airfield equipment</del> Terminal Design)	\$ 5,949.21
Article 10 of 2011 Annual Town Meeting (Public Works - Purchase Replacement Vehicle(s))	Article <del>13</del> <b>14</b> of 2002 Annual Town Meeting (Airport - <del>Purchase new airfield equipment</del> Terminal Design)	\$ 11,000.00
Article 10 of 2009 Annual Town	Article <del>13</del> <b>14</b> of 2002 Annual Town	\$ 30,977.25

Meeting (Public Works - Replacement of one (1) Packer Truck)	Meeting (Airport - Purchase new airfield equipment Terminal Design)	
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**VOTE: The vote on the motion pursuant to Article 3 as moved by the Finance Committee, with a Technical Correction brought forward through the Moderator, was by Unanimous Voice Vote. The motion was adopted.**



Catherine Flanagan Stover, MMC, CMMC  
Town and County Clerk

**ARTICLE 3**

**(Appropriation: Prior Year Articles)**

To see what sums the Town will vote to appropriate and transfer from available funds previously appropriated pursuant to Articles voted in prior years; or to take any other action related thereto.

*(Board of Selectmen)*

**FINANCE COMMITTEE MOTION:** Moved that ten-year unspent bond proceeds from borrowing be re-appropriated or transferred from completed projects to other projects in accordance with Chapter 44, Section 20 of the General Laws, as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Article 13 of 2002 Annual Town Meeting (Airport - Electric Security Gates)	Article 13 of 2003 Annual Town Meeting (Airport - Design & Rehabilitate Runway 6)	\$117,285.65
Article 13 of 2002 Annual Town Meeting (Airport - Electric Security Gates)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$2,937.25
Article 13 of 2002 Annual Town Meeting (Airport - Emergency Security Plan, Fencing and Equipment)	Article 13 of 2003 Annual Town Meeting (Airport - Design & Rehabilitate Runway 6)	\$199,726.75
Article 13 of 2003 Annual Town Meeting (Airport - Design & Install Runway 6 Landing System)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$12,000.00
Article 14 of 2003 Annual Town Meeting (Airport - Employee Housing Construction)	Article 13 of 2004 Annual Town Meeting (Airport - Runway 6 Rehabilitation Supplemental Funding)	\$42,484.58
Article 14 of 2003 Annual Town Meeting (Airport - Employee Housing Construction)	Article 13 of 2004 Annual Town Meeting (Airport - Rehabilitate Fuel Farm)	\$70,000.00
Article 14 of 2003 Annual Town Meeting (Airport - Employee Housing Construction)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$5,243.62
Article 14 of 2003 Annual Town Meeting (Airport - Paving Maintenance)	Article 72 of 2005 Annual Town Meeting (Airport - Real Estate Acquisition Daisy Way)	\$93,186.24
Article 14 of 2003 Annual Town Meeting (Airport - Paving Maintenance)	Article 13 of 2004 Annual Town Meeting (Airport - Macy Lane Bike path & Airport Entryway Supplemental Funding)	\$79,173.76
Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Measures)	Article 13 of 2004 Annual Town Meeting (Airport - Macy Lane Bike path & Airport Entryway Supplemental Funding)	\$144,435.74

Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Measures)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$18,936.08
Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Items Construct TSA Building and Stabilize Security Roadway)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$24,552.74
Article 13 of 2005 Annual Town Meeting (Airport - Installation of Fuel System)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$1,350.00
Article 13 of 2005 Annual Town Meeting (Airport - Landscaping at Airport Entrance)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$1,277.98
Article 13 of 2005 Annual Town Meeting (Airport - Implementation of Security Measures)	Article 12 of 2007 Annual Town Meeting (Airport - Costs associated with improvements to Taxiway "E")	\$37,880.71
Article 13 of 2005 Annual Town Meeting (Airport - Implementation of Security Measures)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$9,587.97
Article 14 of 2003 Annual Town Meeting (Airport - Airport Employee Housing Construction)	Article 12 of 2007 Annual Town Meeting (Airport - Costs Associated with Air Freight Building Rehabilitation)	\$174,799.30
Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Measures)	Article 12 of 2007 Annual Town Meeting (Airport - Costs Associated with Air Freight Building Rehabilitation)	\$75,200.70
Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Measures)	Article 13 of 2003 Annual Town Meeting (Airport - Design & Rehabilitate Runway 6)	\$13,075.95
Article 14 of 2005 Annual Town Meeting (Airport - Design and Construct New Airport Terminal Building)	Article 13 of 2009 Annual Town Meeting (Airport - Professional services for design, permitting and construction of the airport rescue and firefighting building)	\$268,507.75
Article 14 of 2005 Annual Town Meeting (Airport - Design and Construct New Airport Terminal Building)	Article 13 of 2008 Annual Town Meeting (Airport - Reconstruct Hangars)	\$222,321.99
Article 14 of 2003 Annual Town Meeting (Airport - Implement Security Measures)	Article 13 of 2008 Annual Town Meeting (Airport - Reconstruct Hangars)	\$106,255.88

And, further that five-year unspent bond proceeds from borrowing are re-appropriated or transferred from completed projects to other projects in accordance with Chapter 44, Section 20 of the General Laws, as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Article 13 of 2005 Annual Town Meeting (Airport - Purchase of Airfield Vehicles and Equipment)	Article 14 of 2002 Annual Town Meeting (Airport - Airport Terminal Design)	\$16,236.00
Article 13 of 2006 Annual Town Meeting (Airport - Purchase of New Airfield Equipment)	Article 14 of 2002 Annual Town Meeting (Airport - Airport Terminal Design)	\$40,049.62
Article 13 of 2006 Annual Town Meeting (Airport - Fuel Truck Containment)	Article 13 of 2008 Annual Town Meeting (Airport - Purchase and Repair of Airfield Vehicles and Equipment)	\$61,793.60
Article 13 of 2006 Annual Town Meeting (Airport - Fuel Truck Containment)	Article 13 of 2002 Annual Town Meeting (Airport - Employee Housing Design)	\$6,701.03
Article 13 of 2006 Annual Town Meeting (Airport - Fuel Truck Containment)	Article 14 of 2002 Annual Town Meeting (Airport - Airport Terminal Design)	\$30,212.47
Article 13 of 2006 Annual Town Meeting (Airport - Purchase of Emergency Generator)	Article 14 of 2002 Annual Town Meeting (Airport - Airport Terminal Design)	\$150,000.00
Article 13 of 2005 Annual Town Meeting (Airport - Purchase of Airfield Vehicles and Equipment)	Article 12 of 2007 Annual Town Meeting (Airport - Airfield Vehicles)	\$139,144.08

And, further that five-year unspent bond proceeds from borrowing are re-appropriated or transferred from completed debt exclusion override projects to other projects in accordance with Chapter 44, Section 20 of the General Laws, as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Article 10 of 2003 Annual Town Meeting (Construction of sidewalk ramps in accordance with Americans with Disabilities Act Requirement)	Article 28 of 2005 Annual Town Meeting (Hummock Pond Road Bicycle Path design and required studies)	\$50,000.00
Article 10 of 2003 Annual Town Meeting (Various sidewalk and bike path improvements)	Article 28 of 2005 Annual Town Meeting (Hummock Pond Road Bicycle Path design and required studies)	\$75,000.00

And, further that prior year projects funded from the tax levy; other general revenues of the town; or free cash in the treasury of the town are re-appropriated or transferred to other projects in accordance with G.L. Chapter 44 or any other applicable statute, as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Article 10 of 2008 Annual Town Meeting (DPW - Purchase of a bobcat attachment)	Article 12 of 2007 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$14,000.00
Article 10 of 2000 Annual Town Meeting (Design, construction, permitting,	Article 12 of 2007 Annual Town Meeting (Airport - Purchase new	\$2,257.16

installation and other related fees for Prospect Street Sidewalk)	airfield equipment)	
Article 20 of 2006 Annual Town Meeting (Professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor)	Article 12 of 2007 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$46,908.00
Article 20 of 2006 Annual Town Meeting (Professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor)	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$54,737.05
Article 10 of 2009 Annual Town Meeting (Public Works - Road repairs and improvement, including professional services for design, permitting and construction, at the intersection of Orange Street and Union Street)	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$76,417.17
Article 10 of 2001 Annual Town Meeting (Improvements to sidewalks and crosswalks for compliance with Americans with Disabilities Act)	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$35,000.00
Article 10 of 2000 Annual Town Meeting (Design, construction, permitting, installation and other related fees for Prospect Street Sidewalk)	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$5,949.21
Article 10 of 2011 Annual Town Meeting (Public Works - Purchase Replacement Vehicle(s))	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$11,000.00
Article 10 of 2009 Annual Town Meeting (Public Works - Replacement of one (1) Packer Truck)	Article 13 of 2002 Annual Town Meeting (Airport - Purchase new airfield equipment)	\$30,977.25



# Town of Nantucket



## OFFICE OF THE TOWN & COUNTY CLERK

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April 6, 2012

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the March 31, 2012 ANNUAL TOWN MEETING adopted **Article 16: "Enterprise Funds: Fiscal Year 2012 Budget Transfers"** at the March 31, 2012 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

### **TECHNICAL CORRECTION VIA THE MODERATOR:**

*AMEND the FINANCE COMMITTEE MOTION by adding the item shown highlighted in yellow:*

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Airport, Salaries	Airport, Operating Expense	\$ 135,000
Special Revenue Fund, Sale of Land Proceeds	Airport, Operating Expense	\$ 400,000
Our Island Home, Operating Expense	Our Island Home, Salaries	\$ 91,000
General Fund, Free Cash	Airport, Operating Expense	\$1,426,984
General Fund, Free Cash	Article 13 of the 2004 Annual Town Meeting (Airport - Purchase New Airfield Equipment)	\$ 100,000
General Fund, Free Cash	Article 12 of the 2007 Annual Town Meeting (Airport - Purchase New Airfield Equipment)	\$ 53,598
General Fund, Free Cash	Article 13 of the 2009 Annual Town Meeting (Airport - Purchase New Airfield Equipment)	\$ 225,865
Our Island Home, Retained Earnings	Our Island Home, Salaries	\$ 225,000
Siasconset Water, Retained Earnings	Siasconset Water, Salaries	\$ 5,000
Siasconset Water, Retained Earnings	Siasconset Water, Operating Expense	\$ 50,000
Solid Waste Enterprise, Retained Earnings	Solid Waste, Operating Expense	\$ 215,000
Wannacommet Water, Retained Earnings	Wannacommet Water, Operating Expense	\$ 565,000

**VOTE: The vote on the motion pursuant to Article 16 as moved by the Finance Committee with a Technical Correction brought forward through the Moderator, was by Unanimous Voice Vote. The motion was adopted.**



Catherine Flanagan Stover, MMC, CMMC  
Town and County Clerk

ARTICLE 16

(Enterprise Funds: Fiscal Year 2012 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2012 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

*(Board of Selectmen)*

FINANCE COMMITTEE MOTION: Moved that the amounts listed below be transferred from the various accounts listed to the various enterprise fund accounts listed for Fiscal Year 2012 as follows:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
Special Revenue Fund, Sale of Land Proceeds	Airport, Acquisition of Interest in Real Property	\$400,000
Airport, Salaries	Airport, Operating Expense	\$135,000
Our Island Home, Operating Expense	Our Island Home, Salaries	\$91,000

FINANCE COMMITTEE COMMENT: The sale of land proceeds special revenue fund is proposed to be used to fund a legal judgment against the Airport regarding a real estate matter in the amount shown.



# Town of Nantucket

♦♦♦♦♦

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♦♦♦♦♦

October 22, 2012

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the October 22, 2012 SPECIAL TOWN MEETING adopted **Article 1:** Appropriation: Fiscal Year 2013 Enterprise Fund Operating Budget Amendments at the October 22, 2012 adjourned session.

**VOTE: The vote on the motion pursuant to Article 1 as moved by Finance Committee, was by Declared Majority Voice Vote. The motion was adopted.**

Catherine Flanagan Stover, MMC, CMMC  
Town and County Clerk

**ARTICLE 1**

**(Appropriation: Fiscal Year 2013 Enterprise Fund Operating Budget Amendments)**

To see what Fiscal Year 2013 Enterprise Fund operating budgets, as voted at the 2012 Annual Town Meeting in Article 14, the Town will vote to amend, and further to appropriate, and also to raise, or transfer from available funds, a sum or sums of money for such purposes; or to take any other action related thereto.

*(Board of Selectmen)*

**FINANCE COMMITTEE MOTION:** Moved that the following Fiscal Year 2013 Enterprise Fund budgets approved under Article 14 of the 2012 Annual Town Meeting be amended by appropriating the additional amounts, or reducing appropriations, for the purposes and in the amounts specified below:

	<i>FY 2013</i>	<i>FY 2013</i>	<i>FY 2013</i>	<i>FY 2012</i>
<i>FUND</i>	<i>PAYROLL</i>	<i>EXPENSES</i>	<i>TOTAL BUDGET (showing 2012 ATM budget number in strikethrough, and new total budget number for informational purposes)</i>	<i>TOTAL BUDGET</i>
Airport	\$701,472	\$1,301,644	<del>\$5,802,254</del> \$7,805,370	\$11,968,145
Sewer ( includes Wastewater Treatment; Collection & Disposal; and Siasconset plant)	\$266,035	(\$796,678)	<del>\$6,138,378</del> \$5,607,735	\$5,697,549
Siasconset Water	(\$2,000)	\$186,795	<del>\$962,250</del> \$1,147,045	\$969,350
Solid Waste		\$189,920	<del>\$7,603,996</del> \$7,793,916	\$7,658,500
Wannacomet Water		(\$269,510)	<del>\$4,346,010</del> \$4,076,500	\$4,032,040

and as funding therefor, to amend the total amounts to be raised from the FY13 Tax Levy and Other General Revenues or transferred from FY13 Anticipated Receipts as follows:

Enterprise Fund	FY 13 Tax Levy and Other General revenues	Amount to be Transferred from FY 13 Estimated Revenue
Airport	\$1,060,728	\$6,744,642
Our Island Home	\$2,261,560	\$4,706,440
Sewer		\$5,607,735
Siasconset Water		\$1,147,045
Solid Waste	\$4,516,502	\$3,277,414
Wannacomet Water		\$4,076,500

*Total Funding Sources*

*\$33,398,567*

*Quantum of vote required for passage of this motion is a majority vote*

# FY 2017 Budget

Airport Enterprise Fund

# FY2016

## Airport Enterprise Fund Review

- **Mission:**
  - *“The mission of the Nantucket Memorial Airport (ACK) is to provide operationally safe, environmentally responsible, and economically sustainable air service to the residents, businesses and visitors to the island of Nantucket.”*
- **Goals:**
  - Improve Air Service
  - Develop Sustainable Financial Model
  - Improve Operating Infrastructure
  - Continue to Improve Work Processes
- **Initiatives and Accomplishments:**
  - Eliminated Deficit
  - Began Repayment to Town
  - Completed Phase I North Ramp Rehabilitation
  - Began Control Tower Construction
  - Formerly Used Defense Site Remediation Complete
  - Completed Airport Master Plan

# FY 2017

## Airport Enterprise Fund Overview

- **Priorities:**
  - Safety & Security
  - Quality Service Delivery
  - Financial Sustainability
  - Improved Air Service
- **Significant Changes Year-to-Year**
  - Rate Increases
  - Increased Fuel Sales
  - Added jetBlue service to DCA
- **Key Issues**
  - Continued Ferry Competition
  - Employee housing
  - Legacy Issues (Leases and Construction)

# FY2017 Budget

## Airport Enterprise Fund

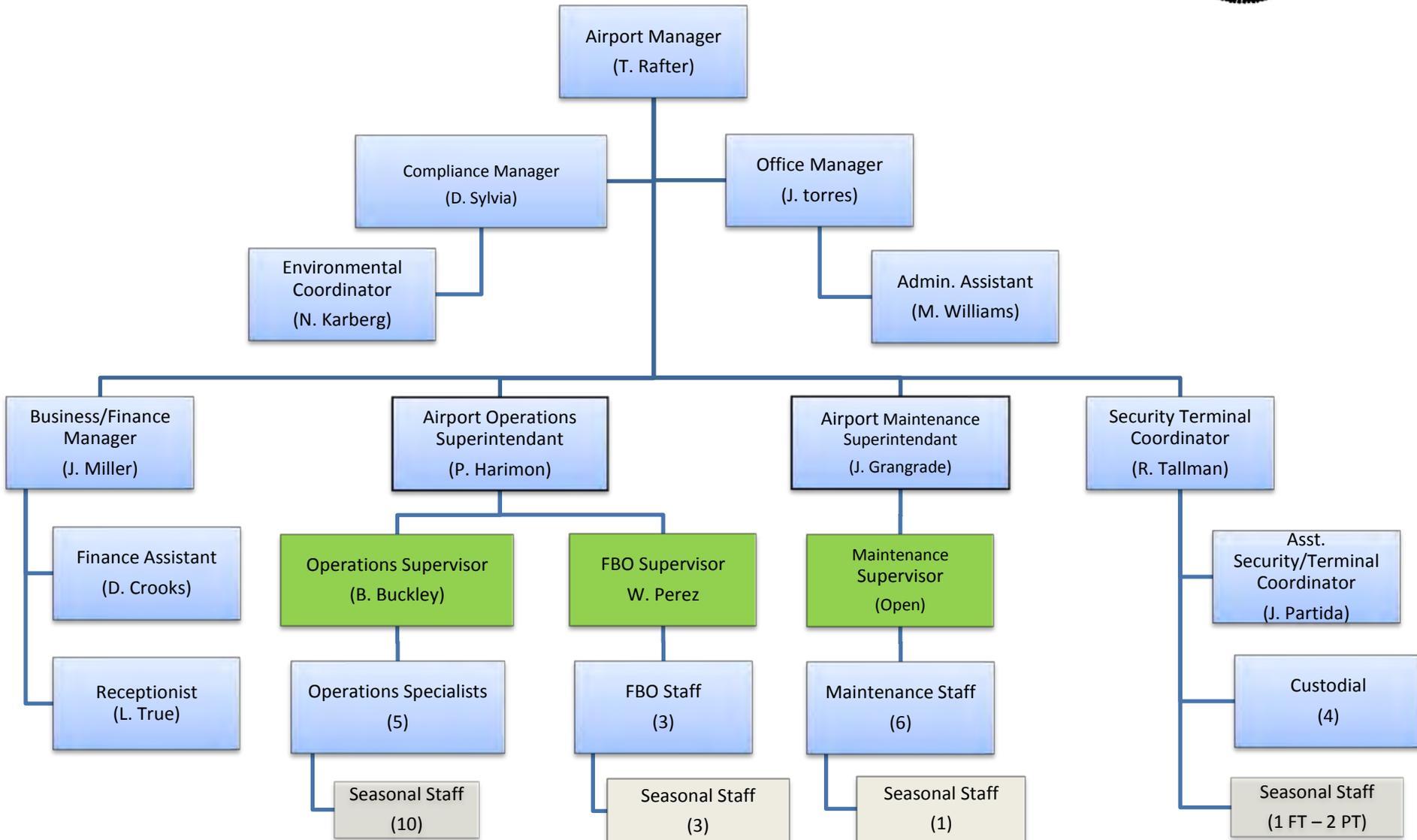
	FY2013	FY2014	FY2015	FY2016	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET
<u>SUMMARY</u>	Actual	Actual	Actual	ATM Voted Budget	BUDGET FY2017	OVER FY16 BUDGET	OVER FY16 BUDGET
						INC/(DEC) \$	INC/(DEC) %
Payroll-Salary	\$ 2,904,209	\$ 2,903,502	\$ 3,069,266	\$ 3,055,150	\$ 3,152,950	\$ 97,800	3.2%
Medicare P/R Tax Expense	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%
Medical Insurance	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%
Barnstable County Retirement	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 499,302	\$ (43,883)	-8.1%
Utilities	\$ 457,606	\$ 480,620	\$ 526,162	\$ 598,000	\$ 568,000	\$ (30,000)	-5.0%
Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Repairs & Maintenance	\$ 285,712	\$ 262,884	\$ 377,823	\$ 375,400	\$ 521,200	\$ 145,800	38.8%
Professional Services	\$ 163,204	\$ 233,741	\$ 252,722	\$ 253,300	\$ 263,400	\$ 10,100	4.0%
Police Protection Services	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -	0.0%
Settlements/Personnel Contract Expense	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
General Insurance & WC	\$ 207,244	\$ 156,366	\$ 157,533	\$ 225,900	\$ 225,900	\$ -	0.0%
FBO Catering	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%
Other Supplies	\$ 45,800	\$ 96,104	\$ 97,912	\$ 105,500	\$ 95,500	\$ (10,000)	-9.5%
Travel	\$ 24,357	\$ 31,462	\$ 35,069	\$ 33,900	\$ 43,500	\$ 9,600	28.3%
Debt Service	\$ 1,064,968	\$ 1,163,846	\$ 1,264,551	\$ 1,221,244	\$ 1,234,312	\$ 13,068	1.1%
Indirect Costs	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)	-18.6%
Other	\$ 612,193	\$ 504,921	\$ 597,244	\$ 764,900	\$ 907,395	\$ 142,495	18.6%
<b>TOTAL AIRPORT</b>	<b>\$ 7,618,091</b>	<b>\$ 7,760,564</b>	<b>\$ 8,319,647</b>	<b>\$ 8,698,746</b>	<b>\$ 9,052,072</b>	<b>\$ 353,326</b>	<b>4.1%</b>

# Appendix

Airport Enterprise Fund



# Nantucket Memorial Airport Organizational Chart – November 2015



# FY 2017 Budget Detail

**TOWN OF NANTUCKET**  
**NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND**

*Finance Department*      *Airport Manager*  
*Recom*

	<b>Actual FY2015</b>	<b>BUDGET FY2016</b>	<b>PROJECTED BUDGET FY2017</b>	<b>REVISED BUDGET FY2017</b>
REVENUE	8,119,252	7,869,903	7,956,750	7,956,750
EXPENSES	8,319,647	8,698,746	9,052,072	9,052,072
NET EARNINGS	(200,395)	(828,843)	(1,095,322)	(1,095,322)
Transfer from Retained Earnings	200,395	828,843	1,095,322	1,095,322
NET EARNINGS	-	-	-	-
Retained Earnings		-	-	-
NET SOURCES/USES:				
Article 2 - GF Subsidy			-	-
FinCom GF Reserve Fund Transfer	-		-	-
Ending FB	-	-	-	-
TOTAL			-	-

Certified Retained Earnings as of July 1, 2015      2,209,992

	<b>Projected Revolving Fuel Fund</b>			
	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	
Fuel Sales	5,382,650	5,300,000	5,300,000	5,500,000
Fuel Purchases	4,724,689	5,300,000	5,300,000	5,500,000
Credit Card Fees	-	-	-	-
Net Surplus (Deficit)	657,961	-	-	-
Beginning FB	433,190	-	-	-
Ending FB	1,091,151	-	-	-

TOWN OF NANTUCKET PROPOSED BUDGET FY2017

ORG	OBJ	Revenue:	ATM Voted Budget FY2014	Actual Total FY2014	ATM Voted Budget FY2015	Actual Total FY2015	ATM Voted Budget FY2016	PROJECTED BUDGET FY2017	FY 2017 INC/(DEC) OVER FY16 BUDGET \$	FY 2017 INC/(DEC) OVER FY16 BUDGET \$
<b>FBO Sales Income</b>										
65482	42451	FUEL SALES	1,899,234	2,077,737	2,026,507	1,971,243	2,000,000	1,800,000	(200,000)	-10.0%
65482	42452	FUEL SALES - GAS & DIESEL	-	-	-	3,101	-	-	-	0.0%
65482	43231	GEN AVIATION LANDING FEE	360,000	518,754	375,700	552,130	518,000	550,000	32,000	6.2%
65482	43232	GEN AVIATION RAMP FEES	1,200,000	1,218,202	1,175,140	1,344,062	1,220,000	1,350,000	130,000	10.7%
65482	43239	FBO SUPPLIES AND SERVICES	27,000	43,009	35,025	32,567	43,000	38,000	(5,000)	-11.6%
65482	43704	CATERING INCOME	320,000	398,490	391,410	429,173	400,000	415,000	15,000	3.8%
<b>Total FBO Sales:</b>			<b>3,806,234</b>	<b>4,256,193</b>	<b>4,003,782</b>	<b>4,332,275</b>	<b>4,181,000</b>	<b>4,153,000</b>	<b>(28,000)</b>	<b>-0.7%</b>
<b>Rental Income</b>										
65482	43606	RENTAL FEES: EMP HOUSING	-	1,800	-	5,600	-	5,600	5,600	100.0%
65482	43630	RENTAL INCOME-TERMINAL	510,000	369,088	468,950	607,645	370,000	400,000	30,000	8.1%
65482	43631	RENTAL INCOME-TOWER	130,000	133,122	133,020	144,216	134,000	133,000	(1,000)	-0.7%
65482	43632	RENTAL INCOME-LAND	615,000	658,649	515,821	683,230	660,000	660,000	-	0.0%
65482	43633	RENTAL INCOME-HANGAR	49,000	97,304	109,785	87,052	97,300	83,500	(13,800)	-14.2%
<b>Totals Rentals:</b>			<b>1,304,000.00</b>	<b>1,259,963.30</b>	<b>1,227,576</b>	<b>1,527,743</b>	<b>1,261,300</b>	<b>1,282,100</b>	<b>20,800</b>	<b>1.6%</b>
<b>Fee Income</b>										
65482	43709	VIDEO CONFERENCE	-	-	-	-	-	-	-	0.0%
65482	43705	ART SALES COMMISSION	1,000	1,000	65	1,870	1,000	1,400	400	40.0%
65482	43706	CONCESSION FEES	-	32,647	38,275	33,308	32,600	33,300	700	2.1%
65482	43707	AUTO RENTAL COMMISSIONS	400,000	509,199	492,775	527,843	510,000	520,000	10,000	2.0%
65482	43233	FREIGHT HANDLING FEE	80,000	63,345	39,680	57,862	63,350	117,000	53,650	84.7%
65482	43238	AIRLINE LANDING FEES	700,000	503,106	486,070	523,180	503,100	513,000	9,900	2.0%
65482		Noise Abatement	-	-	-	-	-	-	-	0.0%
65482	42450	AIRPORT INCOME	101,792	-	-	-	-	-	-	0.0%
65482	43234	RESERVED TIE DOWN FEES	70,500	49,825	49,600	53,900	50,000	48,800	(1,200)	-2.4%
65482	48434	OTHER FEES	36,750	-	-	-	-	-	-	0.0%
<b>Total Fees:</b>			<b>1,390,042</b>	<b>1,159,122</b>	<b>1,106,465</b>	<b>1,197,964</b>	<b>1,160,050</b>	<b>1,233,500</b>	<b>73,450</b>	<b>6.3%</b>
<b>Vehicle Income</b>										
65482	43236	PARKING LOT FEES	400,000	316,027	270,635	306,203	316,000	311,000	(5,000)	-1.6%
65482	47701	PARKING TICKETS	16,000	32,137	30,845	19,770	32,150	24,000	(8,150)	-25.3%
65482	44518	TAXI PERMITS	16,000	19,500	19,800	22,700	19,500	25,000	5,500	28.2%
<b>Total Vehicles:</b>			<b>432,000</b>	<b>367,664</b>	<b>321,280</b>	<b>348,673</b>	<b>367,650</b>	<b>360,000</b>	<b>(7,650)</b>	<b>-2.1%</b>
<b>Other Income</b>										
65482	43634	CUSTOMER FACILITY CHARGES	80,000	91,346	87,025	86,992	91,300	174,000	82,700	90.6%
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	-	23,750	25,500	58,500	23,750	23,750	-	0.0%
55122	42114	PASSENGER FACILITY CHARGE(PFC)	-	-	-	445,036	647,323	600,000	(47,323)	-7.3%
65482	48201	INTEREST ON INVESTMENTS	16,772	22,789	24,275	22,909	22,780	23,000	220	1.0%
65482	43237	FINGER PRINTING FEES	-	1,950	3,050	3,250	1,950	2,600	650	33.3%
65482	43708	MISC INC	5,600	22,084	26,120	7,339	22,000	14,000	(8,000)	-36.4%
65482	45402	FEDERAL REV - LEO	148,000	90,820	72,725	90,820	90,800	90,800	-	0.0%
65482	48400	MISC REVENUE	-	233,865	-	101	-	-	-	0.0%
65482	48436	INS PROCEEDS	39,632	-	-	-	-	-	-	0.0%
65482	49000	REFUNDS	(100,000)	(65,462)	(25,850)	(2,350)	-	-	-	0.0%
65482	49104	PREMIUM REVENUE ON DEBT	-	101,870	-	-	-	-	-	0.0%
65482	49701	TRANSFER FROM GENERAL FUND	-	304,598	-	-	-	-	-	0.0%
<b>Total Other Income:</b>			<b>190,004</b>	<b>827,610</b>	<b>212,845</b>	<b>712,597</b>	<b>899,903</b>	<b>928,150</b>	<b>28,247</b>	<b>3.1%</b>
<b>SUBTOTAL OPERATING REVENUE</b>			<b>7,122,280</b>	<b>7,870,552</b>	<b>6,871,948</b>	<b>8,119,252</b>	<b>7,869,903</b>	<b>7,956,750</b>	<b>86,847</b>	<b>1.1%</b>
<b>TRANSFER FROM GENERAL FUND</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE:</b>			<b>7,122,280</b>	<b>7,870,552</b>	<b>6,871,948</b>	<b>8,119,252</b>	<b>7,869,903</b>	<b>7,956,750</b>	<b>86,847</b>	<b>10.7%</b>

TOWN OF NANTUCKET PROPOSED BUDGET FY2017

ORG	OBJ		Actual	Actual	Actual	ATM Voted	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET
			Total FY2013	Total FY2014	Total FY2015	Budget FY2016	BUDGET FY2017	OVER FY16 BUDGET INC/(DEC) \$	OVER FY16 BUDGET INC/(DEC) \$
65482	51100	AIRPORT ADMINISTRATION SALARY*	\$ 1,136,804	\$ 1,115,598	\$ 1,069,422	\$ 1,062,100	\$ 1,003,400	\$ (58,700)	-5.5%
65482	51700	LONGEVITY PAY	\$ 51,061	\$ 54,262	\$ 59,872	\$ 64,800	\$ 64,200	\$ (600)	-0.9%
65482	51122	AIRPORT OPERATIONS SALARY*	\$ 661,900	\$ 717,075	\$ 782,913	\$ 758,424	\$ 714,724	\$ (43,700)	-5.8%
65482	51123	AIRPORT MAINTENANCE SALARY*	\$ 887,311	\$ 851,402	\$ 928,447	\$ 941,626	\$ 958,476	\$ 16,850	1.8%
65482	51124	AIRPORT SECURITY SALARY	\$ -	\$ -	\$ 54,750	\$ -	\$ 169,900	\$ 169,900	100.0%
65482	51200	SALARY, SEASONAL	\$ 167,133	\$ 165,165	\$ 169,351	\$ 228,200	\$ 242,250	\$ 14,050	6.2%
65482	51701	INS PREM:MEDICAL BLUE CROSS	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%
65482	51960	COMPENSATION/UNEMPLOYMENT	\$ -	\$ -	\$ 4,511	\$ -	\$ -	\$ -	0.0%
65482	51961	MEDICARE P/R TAX	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%
65482	51770	BARNSTABLE COUNTY RETIREMT FND	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 499,302	\$ (43,883)	-8.1%
65482	51900	CONTRACTUAL OBLIGATIONS**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
<b>TOTAL PAYROLL EXPENSES</b>			<b>\$ 3,966,572</b>	<b>\$ 3,941,062</b>	<b>\$ 4,189,116</b>	<b>\$ 4,289,883</b>	<b>\$ 4,374,865</b>	<b>\$ 84,982</b>	<b>2.0%</b>
65482	52501	MISC PURCH:FBO CATERING	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%
65482	52502	MISC PURCH:FBO/PILOT SERVICES	\$ 10,116	\$ 18,529	\$ 31,646	\$ 30,000	\$ 39,100	\$ 9,100	30.3%
65482	52503	MISC PURCH:S&M EQUIP	\$ -	\$ 801	\$ -	\$ -	\$ -	\$ -	0.0%
65482	52505	EQUIPMENT RENTAL /FUEL TRUCK RENTAL	\$ 91,806	\$ 82,430	\$ 89,280	\$ 90,000	\$ 105,900	\$ 15,900	17.7%
65482	54102	ENERGY:AIRPORT FUEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	55802	OTHER:CREDIT CARD COMM	\$ 276,931	\$ 207,394	\$ 246,228	\$ 250,000	\$ 259,000	\$ 9,000	3.6%
<b>TOTAL FBO EXPENSES</b>			<b>\$ 698,227</b>	<b>\$ 640,449</b>	<b>\$ 717,835</b>	<b>\$ 705,000</b>	<b>\$ 772,000</b>	<b>\$ 67,000</b>	<b>9.5%</b>
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	\$ -	\$ -	\$ 18,971	\$ -	\$ 3,500	\$ 3,500	100.0%
65482	52504	PERSONNEL UNIFORMS	\$ 22,349	\$ 18,846	\$ 21,040	\$ 21,000	\$ 24,200	\$ 3,200	15.2%
65482	53187	TRAINING ARFF	\$ -	\$ -	\$ 23,742	\$ 24,300	\$ 20,400	\$ (3,900)	-16.0%
65482	54109	MISC PURCH:OPERATIONS	\$ -	\$ -	\$ 10,594	\$ 20,300	\$ 25,000	\$ 4,700	23.2%
65482	54701	OPS SILVER SUITS	\$ -	\$ -	\$ 3,476	\$ 12,400	\$ 3,500	\$ (8,900)	-71.8%
<b>TOTAL ARFF/OPERATIONS EXPENSES</b>			<b>\$ 22,349</b>	<b>\$ 18,846</b>	<b>\$ 77,823</b>	<b>\$ 78,000</b>	<b>\$ 76,600</b>	<b>\$ (1,400)</b>	<b>-1.8%</b>
65482	52403	REP&MAINT:VEHICLE	\$ -	\$ -	\$ 13,786	\$ 6,800	\$ 26,000	\$ 19,200	282.4%
65482	52404	REP&MAINT:BUILDING	\$ 101,366	\$ 111,544	\$ 185,750	\$ 110,000	\$ 188,000	\$ 78,000	70.9%
65482	52405	REP&MAINT:EQUIPMENT	\$ 53,990	\$ 59,341	\$ 53,574	\$ 45,000	\$ 45,700	\$ 700	1.6%
65482	52409	REP&MAINT:AIRFIELD MAINTENCE	\$ 72,651	\$ 65,218	\$ 64,669	\$ 111,000	\$ 152,000	\$ 41,000	36.9%
65482	52411	REP&MAINT:GROUNDS	\$ 12,658	\$ 10,623	\$ 17,307	\$ 21,800	\$ 26,000	\$ 4,200	19.3%
65482	52417	PARKING LOT MAINT	\$ 854	\$ 9,568	\$ -	\$ 10,000	\$ 13,000	\$ 3,000	30.0%
65482	52419	NEW TOOLS & EQUIP	\$ 318	\$ 3,623	\$ 15,085	\$ 6,400	\$ 8,500	\$ 2,100	32.8%
65482	52420	PKG LOT TOW FEES	\$ 80	\$ 400	\$ 195	\$ 400	\$ 300	\$ (100)	-25.0%
65482	52424	FUEL STORAGE FACILITY MAINT	\$ 44,194	\$ 6,590	\$ 29,617	\$ 69,300	\$ 33,000	\$ (36,300)	-52.4%
65482	52430	REP&MAINT:THOMPSON HOUSE	\$ -	\$ -	\$ 2,801	\$ 500	\$ 10,000	\$ 9,500	1900.0%
65482	52906	SNOW REMOVAL & MAINTENANCE	\$ -	\$ -	\$ 10,318	\$ 1,000	\$ 27,500	\$ 26,500	2650.0%
65482	52907	PROPERTY:RUBBISH PICKUP	\$ 15,677	\$ 24,927	\$ 25,235	\$ 25,000	\$ 26,500	\$ 1,500	6.0%
65482	53300	ENVIRONMENTAL	\$ 55,402	\$ 39,661	\$ 28,264	\$ 48,000	\$ 56,200	\$ 8,200	17.1%
65482	53303	TRANS:SECURITY	\$ 10,108	\$ 17,041	\$ 21,987	\$ 34,000	\$ 36,000	\$ 2,000	5.9%
65482	53804	OTHER:FREIGHT	\$ 5,011	\$ 3,324	\$ 3,995	\$ 3,000	\$ 4,500	\$ 1,500	50.0%
65482	54101	ENERGY:GAS & DIESEL	\$ 75,344	\$ 71,905	\$ 67,505	\$ 79,000	\$ 70,000	\$ (9,000)	-11.4%
65482	54214	VEHICLE SUPPLIES	\$ -	\$ -	\$ 10,261	\$ 14,600	\$ 10,000	\$ (4,600)	-31.5%
65482	54302	BLDG&EQ:MAINT & SUPPLIES	\$ 6,901	\$ 36,320	\$ 26,954	\$ 27,000	\$ 23,000	\$ (4,000)	-14.8%
65482	54501	CUSTODIAL:CLEANING SUPPLY	\$ 20,146	\$ 29,671	\$ 30,769	\$ 31,000	\$ 32,000	\$ 1,000	3.2%
<b>TOTAL SERVICE AND MAINTENANCE</b>			<b>\$ 474,699</b>	<b>\$ 489,756</b>	<b>\$ 608,074</b>	<b>\$ 643,800</b>	<b>\$ 788,200</b>	<b>\$ 144,400</b>	<b>22.4%</b>
65482	52101	UTILITY:ELECTRICITY	\$ 270,221	\$ 286,172	\$ 346,825	\$ 390,000	\$ 372,000	\$ (18,000)	-4.6%
65482	52103	UTILITY:FUEL OIL	\$ 58,631	\$ 57,628	\$ 47,096	\$ 61,000	\$ 48,000	\$ (13,000)	-21.3%

TOWN OF NANTUCKET PROPOSED BUDGET FY2017

ORG	OBJ	Actual Total FY2013	Actual Total FY2014	Actual Total FY2015	ATM Voted Budget FY2016	PROJECTED BUDGET FY2017	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) \$	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) %	
65482	52104	UTILITY:PROPANE	\$ 2,046	\$ 8,810	\$ 6,402	\$ 9,500	\$ 7,000	\$ (2,500)	-26.3%
65482	52105	UTILITY:WATER	\$ 28,507	\$ 33,106	\$ 35,725	\$ 35,000	\$ 37,000	\$ 2,000	5.7%
65482	52703	RENT/LSE:POSTAGE METER	\$ 17,987	\$ 11,913	\$ 696	\$ 700	\$ 750	\$ 50	7.1%
65482	53100	PROFESSIONAL SERVICES	\$ 163,204	\$ 189,741	\$ 178,752	\$ 185,300	\$ 222,000	\$ 36,700	19.8%
65482	53103	GENERAL:ADVERTISING	\$ 3,166	\$ 7,970	\$ 56	\$ 8,000	\$ 5,000	\$ (3,000)	-37.5%
65482	53157	POLICE PROTECTION SERVICES	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -	0.0%
65482	53159	MARKETING	\$ -	\$ -	\$ 3,856	\$ 4,000	\$ 3,000	\$ (1,000)	-25.0%
65482	53165	PROFESSIONAL SERVICES - AIP PROJECTS	\$ -	\$ -	\$ 8,370	\$ -	\$ -	\$ -	0.0%
65482	53175	PROF SVCS: FLIGHT PLANNING (PASSUR)	\$ -	\$ 44,000	\$ 50,600	\$ 68,000	\$ 26,400	\$ (41,600)	-61.2%
65482	53176	NOISE FLIGHT TRACKING SOFTWARE (EXCELIS)	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	100.0%
65482	53401	COMM:TELEPHONE	\$ 22,858	\$ 22,999	\$ 22,610	\$ 23,500	\$ 34,000	\$ 10,500	44.7%
65482	53402	COMM:POSTAGE	\$ 2,930	\$ 3,396	\$ 2,219	\$ 3,900	\$ 3,300	\$ (600)	-15.4%
65482	53403	COMM: AIRPORT	\$ 14,791	\$ 18,020	\$ 15,657	\$ 19,000	\$ 17,000	\$ (2,000)	-10.5%
65482	53803	OTHER:LICENSES & TAXES	\$ 7,956	\$ 1,270	\$ 525	\$ 1,300	\$ 1,545	\$ 245	18.8%
65482	54201	OFFICE SUPPLIES	\$ 18,435	\$ 26,490	\$ 14,842	\$ 26,500	\$ 22,000	\$ (4,500)	-17.0%
65482	54202	OFFICE:EQUIPMENT	\$ 4,060	\$ 4,432	\$ 10,687	\$ 7,000	\$ 2,700	\$ (4,300)	-61.4%
65482	54213	RENT/LEASE:OFFICE EQUIPMENT	\$ -	\$ -	\$ 15,689	\$ 14,000	\$ 16,000	\$ 2,000	14.3%
65482	55101	BOOKS/SUBSCRIPTIONS	\$ 2,883	\$ 4,466	\$ 3,165	\$ 3,400	\$ 4,000	\$ 600	17.6%
65482	55102	MEMBERSHIPS & DUES	\$ 3,365	\$ 4,742	\$ 10,133	\$ 6,200	\$ 11,000	\$ 4,800	77.4%
65482	57101	TRAVEL:HOTEL/LODGING	\$ 17,447	\$ 17,261	\$ 9,205	\$ 8,000	\$ 12,000	\$ 4,000	50.0%
65482	57102	TRAVEL:TRANSPORTATION	\$ 530	\$ 978	\$ 20,300	\$ 20,000	\$ 24,000	\$ 4,000	20.0%
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	\$ 4,289	\$ 7,061	\$ 3,802	\$ 5,000	\$ 5,500	\$ 500	10.0%
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	\$ 2,091	\$ 6,162	\$ 1,761	\$ 900	\$ 2,000	\$ 1,100	122.2%
65482	57802	OTHER:SCHOOLS MISC	\$ 12,569	\$ 20,871	\$ 9,909	\$ 4,000	\$ 14,000	\$ 10,000	250.0%
65482	57803	OTHER:BANK CHARGES	\$ 15,374	\$ (8,300)	\$ -	\$ -	\$ -	\$ -	0.0%
<b>TOTAL ADMINISTRATIVE EXPENSES</b>		<b>\$ 923,339</b>	<b>\$ 998,355</b>	<b>\$ 1,104,714</b>	<b>\$ 1,154,200</b>	<b>\$ 1,155,195</b>	<b>\$ 995</b>	<b>0.1%</b>	
65482	57401	INS PREM:AUTO & LIABILITY	\$ 207,244	\$ 156,366	\$ 146,447	\$ 225,900	\$ 213,400	\$ (12,500)	-5.5%
65482	57502	INS: WORKMANS COMP	\$ -	\$ -	\$ 11,086	\$ -	\$ 12,500	\$ 12,500	100.0%
65482	59101	DEBT SERV:PRINCIPAL	\$ 619,000	\$ 765,000	\$ 834,000	\$ 820,000	\$ 839,000	\$ 19,000	2.3%
65482	59102	DEBT SERVICE INTEREST	\$ 334,178	\$ 398,846	\$ 420,569	\$ 401,244	\$ 385,312	\$ (15,932)	-4.0%
65482	59103	ISSUE EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59105	DEBT SERVICE BAN INTEREST	\$ 111,790	\$ -	\$ 9,982	\$ -	\$ 10,000	\$ 10,000	100.0%
65482	59104	DEBT SERVICE BAN PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59000	DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57407	INSURANCE CLAIM	\$ 39,632	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57600	PERSONNEL CONTRACT EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59501	INDIRECTS	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)	-18.6%
65482	58999	FINCOM TRANSFER EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	92004	UNPAID BILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57601	SETTLEMENTS	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59250	INTEREST: GENERAL	\$ -	\$ 22,788	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59991	REPAYMENT TO GENERAL FUND	\$ -	\$ -	\$ -	\$ 135,000	\$ 200,000	\$ 65,000	48.1%
65482	59999	CONTIGNCY RESERVE-EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	100.0%
<b>TOTAL OTHER EXPENSES</b>		<b>\$ 1,532,905</b>	<b>\$ 1,672,096</b>	<b>\$ 1,622,084</b>	<b>\$ 1,827,863</b>	<b>\$ 1,885,212</b>	<b>\$ 57,349</b>	<b>3.1%</b>	
<b>Total Other Expenses:</b>		<b>\$ 3,651,519</b>	<b>\$ 3,819,502</b>	<b>\$ 4,130,531</b>	<b>\$ 4,408,863</b>	<b>\$ 4,677,207</b>	<b>\$ 268,344</b>	<b>6.1%</b>	
<b>TOTAL EXPENSES</b>		<b>\$ 7,618,091</b>	<b>\$ 7,760,564</b>	<b>\$ 8,319,647</b>	<b>\$ 8,698,746</b>	<b>\$ 9,052,072</b>	<b>\$ 353,326</b>	<b>4.1%</b>	
<b>TOTAL REVENUES (Includes GF Subsidy)</b>									

TOWN OF NANTUCKET PROPOSED BUDGET FY2017

ORG	OBJ	Actual Total FY2013	Actual Total FY2014	Actual Total FY2015	ATM Voted Budget FY2016	PROJECTED BUDGET FY2017	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) \$	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) \$
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**Estimated Use of retained Earnings\***

\* Salary line items for Administration, Operations and Maintenance include Vacation, Sick Time, Personal time, Overtime, Shift Differentials, Holiday and Holiday Worked.

\*\* Note: Change is PR includes Contractual Obligations and Promotional Increases. Details in back up.

<u>SUMMARY</u>	FY2013 Actual	FY2014 Actual	FY2015 Actual	FY2016 ATM Voted Budget	PROJECTED BUDGET FY2017	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) \$	FY 2017 BUDGET OVER FY16 BUDGET INC/(DEC) \$
Payroll-Salary	\$ 2,904,209	\$ 2,903,502	\$ 3,069,266	\$ 3,055,150	\$ 3,152,950	\$ 97,800	3.2%
Medicare P/R Tax Expense	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%
Medical Insurance	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%
Barnstable County Retirement	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 499,302	\$ (43,883)	-8.1%
Utilities	\$ 457,606	\$ 480,620	\$ 526,162	\$ 598,000	\$ 568,000	\$ (30,000)	-5.0%
Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Repairs & Maintenance	\$ 285,712	\$ 262,884	\$ 377,823	\$ 375,400	\$ 521,200	\$ 145,800	38.8%
Professional Services	\$ 163,204	\$ 233,741	\$ 252,722	\$ 253,300	\$ 263,400	\$ 10,100	4.0%
Police Protection Services	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -	0.0%
Settlements/Personnel Contract Expense	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
General Insurance & WC	\$ 207,244	\$ 156,366	\$ 157,533	\$ 225,900	\$ 225,900	\$ -	0.0%
FBO Catering	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%
Other Supplies	\$ 45,800	\$ 96,104	\$ 97,912	\$ 105,500	\$ 95,500	\$ (10,000)	-9.5%
Travel	\$ 24,357	\$ 31,462	\$ 35,069	\$ 33,900	\$ 43,500	\$ 9,600	28.3%
Debt Service	\$ 1,064,968	\$ 1,163,846	\$ 1,264,551	\$ 1,221,244	\$ 1,234,312	\$ 13,068	1.1%
Indirect Costs	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)	-18.6%
Other	\$ 612,193	\$ 504,921	\$ 597,244	\$ 764,900	\$ 907,395	\$ 142,495	18.6%
<b>TOTAL AIRPORT</b>	<b>\$ 7,618,091</b>	<b>\$ 7,760,564</b>	<b>\$ 8,319,647</b>	<b>\$ 8,698,746</b>	<b>\$ 9,052,072</b>	<b>\$ 353,326</b>	<b>4.1%</b>

**Certified Retained Earnings:**

\$ 7,618,091	\$ 7,760,564	\$ 8,319,647	\$ 8,698,746	\$ 9,052,072
\$ -	\$ -	\$ -	\$ -	\$ -

FY 2017 Personnel Spreadsheet

Nantucket Memorial Airport Enterprise Fund

Number of Positions in Department

ORG: 65482

Full-time	33
Part-time	0
Seasonal	19
Temporary	0
Vacancies	1
New Positions Requested	0

TOTAL OF ALL POSITIONS 53

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/16 (e.g., B-Step 3)	Yearly Salary as of 6/30/16	53 Week Adjustment	FY17 Step Increase Date	Prorated FY 2017 Salary	Longevity Pay	Other	Total by Employee
RAFTER, T. - AIRPORT MANAGER	AI01	40.00	CONTRACT	\$ 155,000	\$ 155,417	6/4/2017	\$ 155,600	\$ -	\$ -	\$ 155,600
MILLER, J.-BUSINESS MANAGER	AI05	40.00	NON-UNION	\$ 85,000	\$ 85,229	5/6/2017	\$ 85,500	\$ -	\$ -	\$ 85,500
CROOKS, D. - ADMINISTRATION ASSISTANT	AI25	40.00	NON-UNION	\$ 91,100	\$ 91,345	11/15/2016	\$ 92,500	\$ 3,600	\$ -	\$ 96,100
VACANT - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 45,500	\$ 45,623	9/4/2016	\$ 46,400	\$ -	\$ -	\$ 46,400
HEINTZ, L. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 77,900	\$ 78,110	12/7/2016	\$ 79,000	\$ 3,100	\$ -	\$ 82,100
JOHNSON,C. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 45,500	\$ 45,623	4/10/2017	\$ 45,800	\$ -	\$ -	\$ 45,800
TRUE, L. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 46,700	\$ 46,826	5/6/2017	\$ 47,000	\$ -	\$ -	\$ 47,000
WILLIAMS,M.-OPERATIONS OFFICE CLERK	AI25	40.00	NON-UNION	\$ 53,200	\$ 53,343	7/7/2016	\$ 54,400	\$ -	\$ -	\$ 54,400
SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	AI24	40.00	NON-UNION	\$ 115,700	\$ 116,012	1/1/2017	\$ 117,200	\$ 5,800	\$ -	\$ 123,000
TORRES, J. - OFFICE ADMINISTRATION	AI25	40.00	NON-UNION	\$ 105,700	\$ 105,985	8/3/2016	\$ 107,900	\$ 3,200	\$ -	\$ 111,100
KARBERG, N.-ENVIRONMENTAL	AI28	40.00	NON-UNION	\$ 85,000	\$ 85,229	1/18/2017	\$ 86,000	\$ -	\$ -	\$ 86,000
PEREZ,W.- FBO SUPERVISOR	AI30	40.00	SUPR-5	\$ 58,240	\$ 58,397	10/3/2016	\$ 59,300	\$ -	\$ -	\$ 59,300
PARTIDA, J. - OFFICE ASST. TO TERM	AI21	40.00	NON-UNION	\$ 65,100	\$ 65,275	10/2/2016	\$ 66,200	\$ 2,000	\$ -	\$ 68,200
TALLMAN, R. - TERMINAL COORDINATOR	AI26	40.00	NON-UNION	\$ 103,100	\$ 103,378	5/6/2017	\$ 103,700	\$ 4,100	\$ -	\$ 107,800
FALCONER, A. - OPERATIONS	AI30	40.00	OPS-1	\$ 67,150	\$ 67,331	1/14/2017	\$ 68,000	\$ -	\$ -	\$ 68,000
MOONEY, T. - OPERATIONS	AI30	40.00	OPS-5	\$ 75,000	\$ 75,202	5/7/2017	\$ 75,400	\$ 2,300	\$ 1,411	\$ 79,111
WELLINGTON, F. - OPERATIONS	AI30	40.00	OPS-5	\$ 75,000	\$ 75,202	4/14/2017	\$ 75,500	\$ 2,300	\$ 1,356	\$ 79,156
NELSON, S.- OPERATIONS	AI30	40.00	OPS-1	\$ 60,000	\$ 60,162	7/17/2016	\$ 61,300	\$ 1,800	\$ 972	\$ 64,072
SPENCE, N. - OPERATIONS	AI30	40.00	OPS-2	\$ 57,563	\$ 57,718	9/4/2016	\$ 58,700	\$ -	\$ -	\$ 58,700
HARIMON, P. - OPS SUPERINTENDENT	AI32	40.00	SUPR-5	\$ 95,500	\$ 95,757	8/21/2016	\$ 97,400	\$ 2,900	\$ 3,851	\$ 104,151
BUCKLEY, B. - OPERATIONS SUPV	AI32	40.00	SUPR-5	\$ 87,000	\$ 87,234	5/21/2017	\$ 87,400	\$ 3,500	\$ 1,634	\$ 92,534
SPENCE, D.- OPERATIONS	AI40	40.00	OPS-1	\$ 55,000	\$ 55,148	12/12/2016	\$ 55,800	\$ -	\$ -	\$ 55,800
LIBURD, L. - MAINTENANCE	AI40	40.00	M1-5	\$ 73,000	\$ 73,197	4/6/2017	\$ 73,500	\$ 2,900	\$ -	\$ 76,400
GRANGRADE, J. - MAINT SUPERINTENDENT	AI32	40.00	M1-5	\$ 95,500	\$ 95,757	8/2/2016	\$ 97,500	\$ 4,800	\$ 1,634	\$ 103,934
MAINTENANCE SUPERVISOR - INTERNAL PROMOTION EST							\$ 8,000			\$ 8,000
ALLEN, G. - MAINTENANCE	AI40	40.00	M1-5	\$ 78,600	\$ 78,812	7/10/2016	\$ 80,300	\$ 3,100	\$ -	\$ 83,400
O'NEIL, M. - MAINTENANCE	AI40	40.00	M3-5	\$ 76,500	\$ 76,706	9/8/2016	\$ 78,000	\$ 3,100	\$ 1,439	\$ 82,539
PINEDA, N. - MAINTENANCE	AI40	40.00	M1-5	\$ 71,000	\$ 71,191	5/14/2017	\$ 71,400	\$ 2,800	\$ -	\$ 74,200
HOLDGATE, R. - MAINTENANCE	AI40	40.00	M3-5	\$ 76,500	\$ 76,706	6/1/2017	\$ 76,800	\$ 3,100	\$ -	\$ 79,900
VACANT - MAINTENANCE	AI40	40.00	M1-0	\$ 48,000	\$ 48,129	5/25/2017	\$ 48,200	\$ -	\$ -	\$ 48,200
AGUIAR, M. - MAINTENANCE	AI40	40.00	M1-0	\$ 67,850	\$ 68,033	10/6/2016	\$ 69,000	\$ -	\$ -	\$ 69,000
FOWLER, P. - MAINTENANCE	AI40	40.00	M1-5	\$ 74,500	\$ 74,701	4/10/2017	\$ 75,000	\$ 3,000	\$ 1,403	\$ 79,403
MUHLER, T. - MAINTENANCE	AI40	40.00	M1-5	\$ 73,000	\$ 73,197	1/6/2017	\$ 73,900	\$ 3,700	\$ -	\$ 77,600
DUGAN,J. - MAINTENANCE	AI40	40.00	M1-3	\$ 62,000	\$ 62,167	9/9/2016	\$ 63,200	\$ -	\$ -	\$ 63,200
RAY,L.- MAINTENANCE	AI40	40.00	M1-5	\$ 77,200	\$ 77,408	4/17/2017	\$ 77,700	\$ 3,100	\$ -	\$ 80,800
SEASONAL (19 POSITIONS)	AI75	40HRS at 15 We	TOWN WARRANT	\$ 228,000	\$ 228,000	N/A	\$ 228,000	\$ -	\$ -	\$ 228,000

Seasonal 12,000.00 reg hours  
\$19.00  
  
500.00 OT hours  
28.50

Total Prorated Salary (Administration) (Munis 51100)	\$ 976,600
Total Prorated Salary (Security)	\$ 169,900
Total Prorated Salary (Operations)	\$ 579,500
Total Prorated Salary (Maintenance)	\$ 892,500
Total Prorated Salary (Seasonal)	\$ 228,000
Total Longevity (Munis 51700)	\$ 64,200
Total Education (Munis 51600)	\$ -
Total Certification Pay (Operations) (Munis 515xx)	\$ 9,224
Total Certification Pay (Maintenance) (Munis 515xx)	\$ 4,476
Total Holiday Worked Pay (Admin/FBO) (Munis 518xx)	\$ 3,300
Total Holiday Worked Pay (Operations) (Munis 518xx)	\$ 26,000
Total Holiday Worked Pay (Maintenance) (Munis 518xx)	\$ 12,500
Shift Differential (Admin/FBO) (Munis 514xx)	\$ 3,500
Shift Differential (Operations) (Munis 514xx)	\$ 15,000
Shift Differential (Maintenance)(Munis 514xx)	\$ 4,000
Overtime (enter on Munis 513xx)	\$ 20,000
Overtime Operations (enter on Munis 513xx)	\$ 85,000
Overtime Maintenance (enter on Munis 513xx)	\$ 45,000
Overtime Seasonal (enter on Munis 513xx)	\$ 14,250
Contractual Obligation	\$ -
Promotional Increase	\$ -
<b>Subtotal</b>	<b>\$ 3,152,950</b>
Medicare (enter on Munis 51961)	\$ 45,700
Health Insurance	\$ 676,913
BCRS Retirement	\$ 499,302
<b>Total</b>	<b>\$ 4,374,865</b>

Purpose	Issue Date	Maturity Date	Original	TOTAL	TOTAL	TOTAL	**	**	**	**	**	**	**	**	**	**	**	**
			Principal Amount	PRINCIPAL 6/30/2015	INTEREST 6/30/2015	P & I 6/30/2015	Payments FY2015	Payments FY2016	Payments FY2017	Payments FY2018	Payments FY2019	Payments FY2020	Payments FY2021	Payments FY2022	Payments FY2023	Payments FY2024	Payments FY2025	Payments FY2026
<b>AIRPORT ENTERPRISE</b>	<b>TOTAL DEBT</b>						<b>15,415,782</b>	<b>15,415,782</b>	<b>14,194,539</b>	<b>13,015,039</b>	<b>11,938,376</b>	<b>10,897,764</b>	<b>9,994,151</b>	<b>9,100,839</b>	<b>8,225,776</b>	<b>7,359,214</b>	<b>6,633,601</b>	<b>5,927,763</b>
IMPROVEMENT	11/15/2005		219,000	20,000	500	20,500	21,400	20,500										
IMPROVEMENTS AND PROTECTION	2/15/2008		676,500	150,000	7,219	157,219	82,031	79,781	77,438									
TERMINAL	2/25/2011		4,500,000	4,025,000	2,285,788	6,310,788	302,131	299,319	300,569	301,669	301,944	297,744	302,144	299,644	301,894	300,294	298,494	301,494
PARKING LOT	2/25/2011		500,000	390,000	102,819	492,819	45,981	45,306	44,406	43,506	42,456	46,556	45,156	43,406	46,656	45,056	43,456	46,856
REMODEL OF HANGARS	6/7/2012		131,786	100,000	28,250	128,250	14,250	13,950	13,550	13,050	7,675	7,450	7,225	6,975	6,725	6,475	6,225	6,025
RAZE & REMOVE ANNEX	6/7/2012		260,214	215,000	64,200	279,200	24,225	23,775	23,175	22,425	21,675	21,000	20,325	19,575	18,825	18,075	12,450	12,050
LANDSCAPE FENCE	6/7/2012		293,000	245,000	75,956	320,956	25,238	24,788	24,188	23,438	22,688	22,013	21,338	20,588	19,838	19,088	18,338	17,738
ADMINISTRATION BUILDING	6/7/2012		1,500,000	1,275,000	407,625	1,682,625	127,875	125,625	122,625	118,875	115,125	111,750	108,375	104,625	100,875	97,125	93,375	90,375
RAMP LIGHTS	6/7/2012		400,000	340,000	108,700	448,700	34,100	33,500	32,700	31,700	30,700	29,800	28,900	27,900	26,900	25,900	24,900	24,100
RAMP ELECTRIFICATION	6/7/2012		174,000	140,000	40,975	180,975	16,100	15,800	15,400	14,900	14,400	13,950	13,500	13,000	12,500	12,000	11,500	11,100
PARKING LOT	6/6/2013		372,613	290,000	22,600	312,600	46,400	45,400	44,600	38,850	38,150	37,450	36,750	36,050	35,350			
RW 33	6/6/2013		116,300	85,000	6,450	91,450	16,925	16,550	11,300	11,100	10,900	10,700	10,500	10,300	10,100			
RAMP	6/6/2013		378,835	295,000	22,850	317,850	46,500	45,500	44,700	43,900	38,150	37,450	36,750	36,050	35,350			
RUNWAY	6/6/2013		457,252	360,000	28,800	388,800	57,950	51,750	50,850	49,950	49,050	48,150	47,250	46,350	45,450			
ADMINISTRATION BUILDING	6/5/2014		3,000,000	2,850,000	882,750	3,732,750	235,143	233,100	230,100	227,100	224,100	219,600	215,100	210,600	206,100	201,600	197,100	192,600
RUNWAY RESURFACING	6/5/2014		22,000	15,000	600	15,600	7,435	5,300	5,200	5,100								
AIRPORT VEHICLES 1	6/5/2014		450,000	360,000	21,600	381,600	99,790	98,100	96,300	94,500	92,700							
AIRPORT VEHICLES 2	6/5/2014		164,000	130,000	7,500	137,500	37,540	37,900	37,200	31,500	30,900							
TAXIWAY DELTA WIDENING	6/5/2014		28,000	15,000	600	15,600	13,554	5,300	5,200	5,100								
<b>TOTAL AIRPORT FUND</b>				<b>11,300,000</b>	<b>4,115,782</b>	<b>15,415,782</b>	<b>1,254,569</b>	<b>1,221,244</b>	<b>1,179,500</b>	<b>1,076,663</b>	<b>1,040,613</b>	<b>903,613</b>	<b>893,313</b>	<b>875,063</b>	<b>866,563</b>	<b>725,613</b>	<b>705,838</b>	<b>702,338</b>

** Payments FY2027	** Payments FY2028	** Payments FY2029	** Payments FY2030	** Payments FY2031	** Payments FY2032	** Payments FY2033	** Payments FY2034	** Payments FY2035	** Payments FY2036
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5,225,426	4,586,051	3,953,151	3,327,482	2,709,825	2,105,794	1,516,413	1,055,181	600,850	298,894
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298,863	300,788	302,038	302,588	297,688	302,281	301,182	299,306	301,956	298,894
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5,875	5,725	5,572	5,416	5,253	5,084
11,750	11,450	11,144	10,831	10,506	10,169
17,288	16,838	16,378	15,909	15,422	5,084
88,125	85,875	83,578	81,234	78,797	76,266
23,500	22,900	22,288	21,663	21,013	20,338
5,875	5,725	5,572	5,416	5,253	5,084

188,100	183,600	179,100	174,600	170,100	165,075	160,050	155,025
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639,375	632,900	625,669	617,656	604,031	589,381	461,232	454,331	301,956	298,894
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# FY 2017 Budget

Wannacomet Enterprise Fund

# FY 2016

## Wannacomet Enterprise Fund Review

- **Mission:** Wannacomet Water Company shall strive to provide high quality drinking water, provide the highest level of customer and water related support services achievable and educate and inform the public of the need to protect Nantucket's water resources and accomplish this mission by using prudent utility practices and responsible fiscal management.
- **Goals:**
  - Increase the delivery reliability and water quality protection of the Wyer's valley Water Supply
  - Update System Maintenance Program to utilize new technology
  - Design fire hydrant modernization program
  - Upgrade Utility Billing and Customer Service software
  - Develop consolidation plan for the Nantucket and Siasconset Water Commissions and enterprise funds
- **Initiatives and Accomplishments:**
  - Utility Billing and Customer service upgrade completed
  - Fiber optic cable installed at 1 Milestone Road
  - First of three phases of hydrant modernization program will be completed by June 1, 2016
  - Completed 10 year capital program addressing major components of Wannacomet's assets
  - Nantucket and Siasconset Water Commissions agree to consider consolidation plan

# FY 2017 Wannacomet Enterprise Fund Overview

- **Priorities:**
  - Implementation of revised maintenance program with focus on Distribution
  - Bring the new Wyer's Valley wells on line
  - Undertake a comprehensive organizational review
  - Complete Phase two of hydrant modernization program
  - Begin construction of new Administration Building
  - Reduction of unaccounted for water
  - Complete and secure renewal of Water Management Act Permit
- **Significant Changes Year-to-Year (FY 2014 to FY 2015)**
  - Increased Debt Service
  - Metered Water rate, Service Charge and Connection fees are increased
  - Anticipated Retirement of the General Manager
- **Key Issues**
  - Regulatory Requirements
  - Future water demand projections and Source Management

# FY2017 Budget

## Wannacomet Enterprise Fund

### SUMMARY

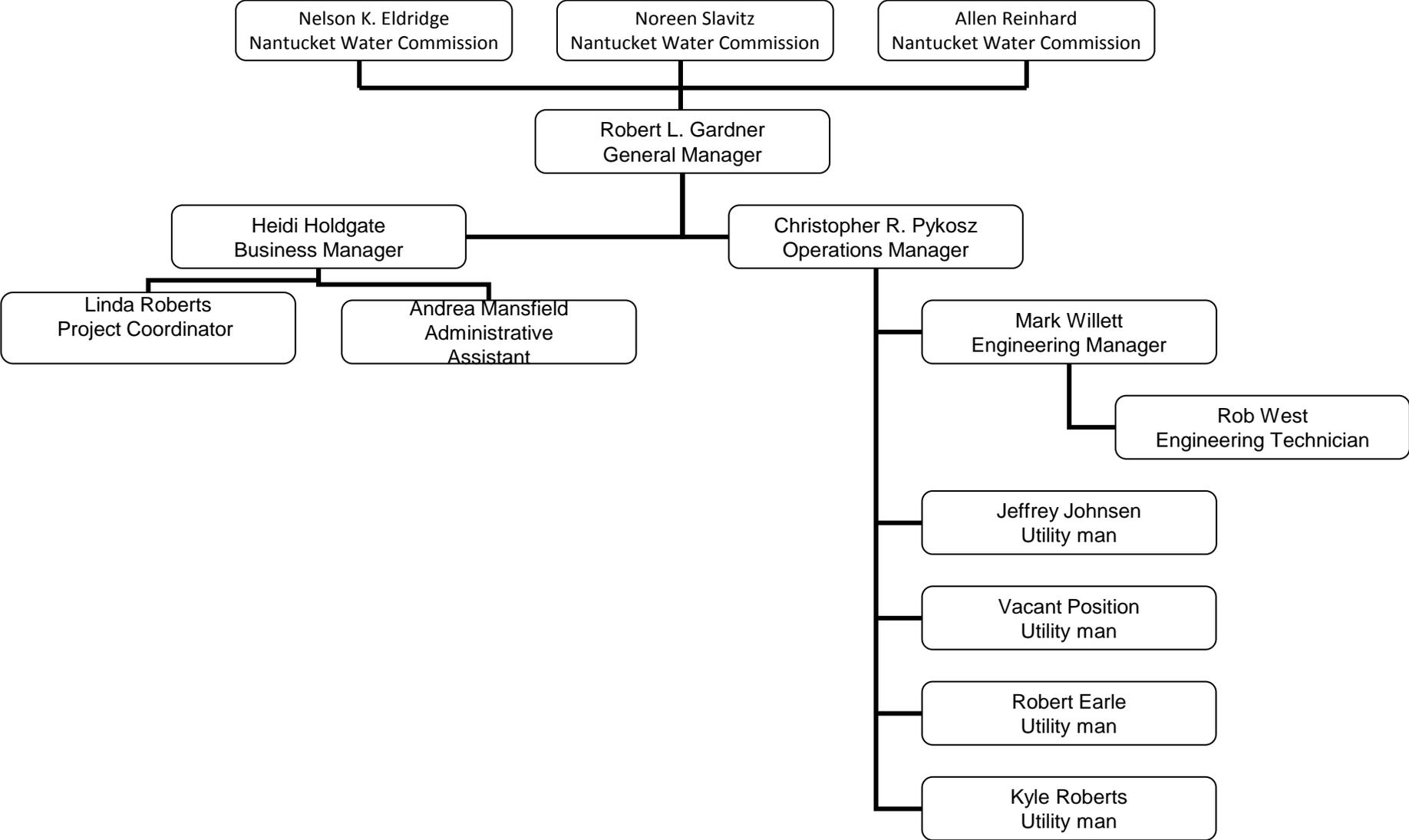
	FY2013 ACTUAL	FY2014 ACTUAL	FY2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017 WANNACOMET MANAGER RECOMMENDATION	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
Payroll-Salary	\$ 1,021,853	\$ 1,039,002	\$ 1,079,925	2.8%	\$ 1,094,150	\$ 1,137,990	\$ 43,840	4.0%
Medicare P/R Tax Expenses	\$ 14,557	\$ 14,773	\$ 15,376	2.8%	\$ 15,500	\$ 16,100	\$ 600	3.9%
Medical Insurance	\$ 152,982	\$ 182,158	\$ 184,636	9.9%	\$ 249,099	\$ 280,450	\$ 31,351	12.6%
Barnstable County Retirement	\$ 191,183	\$ 196,296	\$ 204,649	3.5%	\$ 210,015	\$ 219,466	\$ 9,451	4.5%
Utilities	\$ 146,373	\$ 145,259	\$ 160,802	4.8%	\$ 174,000	\$ 198,400	\$ 24,400	14.0%
Repairs & Maintenance	\$ 177,359	\$ 145,869	\$ 188,096	3.0%	\$ 171,500	\$ 309,500	\$ 138,000	80.5%
Professional Services	\$ 85,292	\$ 118,300	\$ 60,143	-16.0%	\$ 71,500	\$ 67,500	\$ (4,000)	-5.6%
Debt Service	\$ 2,383,250	\$ 2,370,374	\$ 2,310,123	-1.5%	\$ 2,692,018	\$ 2,592,953	\$ (99,065)	-3.7%
General Insurance	\$ 74,975	\$ 76,902	\$ 80,550	3.7%	\$ 83,685	\$ 89,000	\$ 5,315	6.4%
Other Supplies	\$ 24,051	\$ 19,978	\$ 18,286	-12.8%	\$ 22,500	\$ 21,500	\$ (1,000)	-4.4%
Inventory	\$ 81,381	\$ 82,978	\$ 132,269	27.5%	\$ 110,000	\$ 150,000	\$ 40,000	36.4%
Travel	\$ 27,767	\$ 32,620	\$ 42,994	24.4%	\$ 37,500	\$ 47,500	\$ 10,000	26.7%
Water Analysis	\$ 30,340	\$ 21,069	\$ 16,749	-25.7%	\$ 21,000	\$ 23,000	\$ 2,000	9.5%
Other	\$ 163,439	\$ 251,135	\$ 177,994	4.4%	\$ 271,641	\$ 381,897	\$ 110,256	40.6%
<b>TOTAL WANNACOMET</b>	<b>\$ 4,574,801</b>	<b>\$ 4,696,713</b>	<b>\$ 4,672,592</b>	<b>1.1%</b>	<b>\$ 5,224,108</b>	<b>\$ 5,535,256</b>	<b>\$ 311,148</b>	<b>5.96%</b>

# Appendix

Wannacomet Enterprise Fund



**Town & County of Nantucket  
Organization Chart – Wannacomet Enterprise Fund**



# FY 2017 Budget Detail

TOWN OF NANTUCKET  
WANNACOMET WATER - ENTERPRISE FUND

	Actual FY2015	BUDGET FY2016	PROJECTED BUDGET FY2017
REVENUE	5,066,439	5,224,108	5,535,256
EXPENSES	4,672,592	5,224,108	5,535,256
NET EARNINGS	393,847	-	0
Transfer from Retained Earnings	-	-	-
NET EARNINGS	393,847	-	0
NET SOURCES/USES:			
GF Free Cash Subsidy	-	-	-
FinCom GF Reserve Fund Transfer			
Ending FB	393,847	-	0
TOTAL			
 Certified Retained Earnings as of July 1, 2015	 2,046,305		

WANNACOMET WATER ENTERPRISE FUND  
 OPERATIONS BUDGET  
 FISCAL YEAR 2017  
 1/6/2016

WANNACOMET WATER

DEPT	ACCOUNT	ACCOUNT NAME	FY2013 ACTUAL	FY2014 ACTUAL	FY2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017 WANNACOMET MANAGER RECOMMENDATION	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
63455	42110	WATER USE FEE	\$ (3,582,268)	\$ (3,964,934)	\$ (4,353,145)	10.2%	\$ (4,599,783)	\$ (4,823,406)	\$ 223,623	4.9%
63455	42111	WATER CONNECTION FEE	\$ (351,349)	\$ (521,946)	\$ (442,559)	12.2%	\$ (330,000)	\$ (375,000)	\$ 45,000	13.6%
63455	42115	CROSS CONNECTION DEVICE TEST FEE	\$ -	\$ -	\$ -	0.0%	\$ (15,000)	\$ (55,000)	\$ 40,000	266.7%
63455	42441	LATE PAYMENT SERVICE FEE	\$ (14,988)	\$ (60,155)	\$ (31,849)	45.8%	\$ (34,800)	\$ (34,800)	\$ -	0.0%
63455	43606	RENTAL INCOME	\$ (18,700)	\$ (18,650)	\$ (18,600)	-0.3%	\$ (18,650)	\$ (18,650)	\$ -	0.0%
63455	48201	INTEREST ON INVESTMENTS	\$ (13,933)	\$ (10,273)	\$ (4,686)	-42.0%	\$ (10,275)	\$ (4,700)	\$ (5,575)	-54.3%
63455	48400	CONTRACT SERVICES - SEWER	\$ (103,177)	\$ (112,124)	\$ (115,198)	5.7%	\$ (105,000)	\$ (105,000)	\$ -	0.0%
63455	48401	REVENUE - OUTSIDE BILLING	\$ (2,689)	\$ (4,800)	\$ (6,498)	55.5%	\$ (4,800)	\$ (4,800)	\$ -	0.0%
63455	48416	CONTRACT SERVICES - SIAS WATER	\$ (70,000)	\$ (52,500)	\$ (60,000)	-7.4%	\$ (80,000)	\$ (88,000)	\$ 8,000	10.0%
63455	48417	TRANSFER FEE	\$ (25,345)	\$ (29,632)	\$ (32,016)	12.4%	\$ (24,000)	\$ (24,000)	\$ -	0.0%
63455	49102	PROCEEDS FROM BOND SALE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	49104	PREMIUM REVENUE ON DEBT	\$ (18,527)	\$ (1,777)	\$ (1,889)	-68.1%	\$ (1,800)	\$ (1,900)	\$ 100	0.0%
63455	49701	TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	51100	SALARY - OUTSIDE BILLING	\$ 1,248	\$ 30,084	\$ 29,834	389.0%	\$ 45,000	\$ 1,072,490	\$ 1,027,490	2283.3%
63455	51101	SALARY - ADMIN/GENERAL	\$ 244,574	\$ 241,823	\$ 261,307	3.4%	\$ 256,724	\$ -	\$ (256,724)	-100.0%
63455	51102	SALARY - OPS/ENG	\$ 278,645	\$ 274,178	\$ 281,114	0.4%	\$ 292,023	\$ -	\$ (292,023)	-100.0%
63455	51103	SALARY - PUMPING LABOR	\$ 26,858	\$ -	\$ -	-100.0%	\$ -	\$ -	\$ -	0.0%
63455	51105	SALARY - SOURCE OF SUPPLY	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	51106	SALARY - DISTRIBUTION	\$ 203,559	\$ 217,674	\$ 215,459	2.9%	\$ 282,490	\$ -	\$ (282,490)	-100.0%
63455	51107	SALARY - MISC METER LABOR	\$ 60,618	\$ 66,525	\$ 69,215	6.9%	\$ -	\$ -	\$ -	0.0%
63455	51108	SALARY - METER READ LABOR	\$ 2,540	\$ -	\$ -	-100.0%	\$ -	\$ -	\$ -	0.0%
63455	51117	SALARY - BILL & ACCT WATE	\$ 144,973	\$ 141,661	\$ 146,797	0.6%	\$ 150,163	\$ -	\$ (150,163)	-100.0%
63455	51118	SALARY - BILL & ACCT SEWE	\$ 2,696	\$ -	\$ -	-100.0%	\$ -	\$ -	\$ -	0.0%
63455	51119	SALARY-A & G SCONSET WATER	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	51200	SALARY, TEMPORARY	\$ -	\$ -	\$ -	0.0%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	51300	OVERTIME	\$ 1,276	\$ 9,911	\$ 14,385	235.8%	\$ 3,000	\$ 3,000	\$ -	0.0%
63455	51700	LONGEVITY PAY	\$ 36,929	\$ 36,981	\$ 42,569	7.4%	\$ 34,600	\$ 32,100	\$ (2,500)	-7.2%
63455	51701	INS PREM:MEDICAL BLUE CROSS	\$ 152,982	\$ 182,158	\$ 184,636	9.9%	\$ 249,099	\$ 280,450	\$ 31,351	12.6%
63455	51705	MEDICARE/MEDEX/RETIRES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	51770	BARNSTABLE COUNTY RETIREMT FND	\$ 191,183	\$ 196,296	\$ 204,649	3.5%	\$ 210,015	\$ 219,466	\$ 9,451	4.5%
63455	51960	COMPENSATION/UNEMPLOYMENT	\$ -	\$ 1,810	\$ 1,471	100.0%	\$ 8,400	\$ 8,400	\$ -	0.0%
63455	51961	MEDICARE P/R TAX	\$ 14,557	\$ 14,773	\$ 15,376	2.8%	\$ 15,500	\$ 16,100	\$ 600	3.9%
63455	51962	DEF COMP EMPLOYER CONTRIBUTION	\$ 16,547	\$ 16,951	\$ 17,773	3.6%	\$ 18,250	\$ 18,500	\$ 250	1.4%
63455	51963	WORKMANS COMPENSATION	\$ 1,392	\$ 1,402	\$ -	-100.0%	\$ 1,000	\$ 1,000	\$ -	0.0%
63455	52101	UTILITY:ELECTRICITY	\$ 26,006	\$ 8,787	\$ 9,758	-38.7%	\$ 14,000	\$ 12,000	\$ (2,000)	-14.3%
63455	52103	UTILITY:FUEL OIL	\$ 8,197	\$ 9,476	\$ 7,017	-7.5%	\$ 8,500	\$ 8,500	\$ -	0.0%
63455	52104	ELECTRICITY - PUMPING	\$ 86,553	\$ 99,621	\$ 119,791	17.6%	\$ 125,000	\$ 145,000	\$ 20,000	16.0%
63455	52107	UTILITY: LANDFILL	\$ 364	\$ 364	\$ -	-100.0%	\$ 400	\$ 400	\$ -	100.0%
63455	52401	REP&MAINT:OFFICE EQUIP	\$ 34,078	\$ 45,079	\$ 48,397	19.2%	\$ 70,000	\$ 75,000	\$ 5,000	7.1%
63455	52403	REP&MAINT:VEHICLE	\$ 8,501	\$ 5,068	\$ 11,795	17.8%	\$ 7,000	\$ 5,000	\$ (2,000)	-28.6%
63455	52404	REP&MAINT:BUILDING	\$ 11,200	\$ 10,439	\$ 6,495	-23.8%	\$ 7,500	\$ 88,500	\$ 81,000	1080.0%
63455	52405	REP&MAINT:EQUIPMENT	\$ 1,841	\$ 736	\$ 1,759	-2.3%	\$ 2,500	\$ 2,000	\$ (500)	-20.0%
63455	52411	REP&MAINT:GROUNDS	\$ 27,046	\$ 31,967	\$ 46,697	31.4%	\$ 35,000	\$ 35,000	\$ -	0.0%
63455	52412	REP & MAINT - PUMPING EQP	\$ 42,117	\$ 6,599	\$ 5,599	-63.5%	\$ 8,000	\$ 8,000	\$ -	0.0%
63455	52413	REP & MAINT - MAINS	\$ 21,455	\$ 8,375	\$ 11,458	-26.9%	\$ 10,000	\$ 10,000	\$ -	0.0%
63455	52414	REP & MAINT - HYDRANTS	\$ 1,270	\$ 143	\$ 6,805	131.5%	\$ 10,000	\$ 5,000	\$ (5,000)	-50.0%
63455	52415	REPAIR & MAINT - SERVICES	\$ 6,297	\$ 5,817	\$ 47,944	175.9%	\$ 10,000	\$ 10,000	\$ -	0.0%
63455	52416	REP & MAINT - METER INSTA	\$ 2,919	\$ 6,243	\$ 208	-73.3%	\$ 5,000	\$ 5,000	\$ -	0.0%
63455	52417	REPAIR & MAINT PUMP STRUCTURE	\$ 13,258	\$ 41	\$ 261	-86.0%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	52418	REPAIR & MAINT-STANDPIPE	\$ 421	\$ -	\$ -	-100.0%	\$ 500	\$ 60,000	\$ 59,500	11900.0%
63455	52419	MAINTENANCE TO METERS	\$ -	\$ 14,425	\$ 25	100.0%	\$ 2,000	\$ 2,000	\$ -	0.0%
63455	52423	REPAIR & MAINTENANCE SCADA	\$ 6,956	\$ 10,937	\$ 654	-69.3%	\$ 1,500	\$ 1,500	\$ -	0.0%
63455	52703	RENT / LSE: POSTAGE METER	\$ 1,728	\$ 1,145	\$ 1,526	-6.0%	\$ 1,600	\$ 1,600	\$ -	100.0%
63455	52907	LANDFILL & WASTE WATR FEE	\$ -	\$ 379	\$ -	0.0%	\$ 400	\$ 2,500	\$ 2,100	525.0%
63455	52908	PROPERTY:EQUIP RENTAL	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	53100	PROFESSIONAL SERVICES	\$ 32,508	\$ 73,836	\$ 20,925	-19.8%	\$ 25,000	\$ 25,000	\$ -	0.0%
63455	53101	GENERAL:ACCOUNTNG & AUDIT	\$ 31,000	\$ 15,200	\$ 13,500	-34.0%	\$ 21,500	\$ 21,500	\$ -	0.0%
63455	53102	GENERAL:LEGAL SERVICES	\$ 70	\$ 8,807	\$ 5,579	792.8%	\$ 5,000	\$ 6,000	\$ 1,000	20.0%

WANNACOMET WATER

DEPT	ACCOUNT	ACCOUNT NAME	FY2013 ACTUAL	FY2014 ACTUAL	FY2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017 WANNACOMET MANAGER RECOMMENDATION	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
63455	53103	GENERAL:ADVERTISING	\$ 1,815	\$ 3,506	\$ 3,685	42.5%	\$ 3,500	\$ 5,000	\$ 1,500	42.9%
63455	53105	GENERAL: EXP. PUBLIC INFO	\$ 10,379	\$ 4,311	\$ 2,506	-50.9%	\$ 4,500	\$ 6,000	\$ 1,500	33.3%
63455	53106	GENERAL:CUSTODIAL	\$ 8,400	\$ 7,950	\$ 9,573	6.8%	\$ 9,900	\$ 10,500	\$ 600	6.1%
63455	53107	PROF SVCS - WATER ANALYSI	\$ 30,340	\$ 21,069	\$ 16,749	-25.7%	\$ 21,000	\$ 23,000	\$ 2,000	9.5%
63455	53108	OUTSOURCE BILLING	\$ 21,714	\$ 20,458	\$ 20,139	-3.7%	\$ 20,000	\$ 15,000	\$ (5,000)	-25.0%
63455	53110	GENERAL:PRINTING	\$ 1,856	\$ 2,401	\$ 1,862	0.2%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	53401	COMM:TELEPHONE	\$ 7,151	\$ 7,668	\$ 8,315	7.8%	\$ 7,700	\$ 12,000	\$ 4,300	55.8%
63455	53402	COMM:POSTAGE	\$ 25,052	\$ 27,595	\$ 30,159	9.7%	\$ 30,000	\$ 30,000	\$ -	0.0%
63455	53803	OTHER:LICENSES & TAXES	\$ 6,208	\$ 5,146	\$ 5,375	-7.0%	\$ 5,500	\$ 6,000	\$ 500	9.1%
63455	53804	OTHER:FREIGHT	\$ 3,213	\$ 1,975	\$ 1,477	-32.2%	\$ 2,000	\$ 2,000	\$ -	0.0%
63455	54101	ENERGY:GAS & DIESEL	\$ 18,102	\$ 18,964	\$ 15,922	-6.2%	\$ 18,000	\$ 18,000	\$ -	0.0%
63455	54201	OFFICE SUPPLIES	\$ 4,701	\$ 4,914	\$ 6,556	18.1%	\$ 5,000	\$ 5,000	\$ -	0.0%
63455	54301	TOOLS & EQUIPMENT	\$ 777	\$ 1,612	\$ 1,921	57.3%	\$ 2,000	\$ 2,000	\$ -	0.0%
63455	54302	MISC MATERIALS & SUPPLIES	\$ 4,460	\$ 5,128	\$ 2,299	-28.2%	\$ 3,500	\$ 2,500	\$ (1,000)	-28.6%
63455	54303	INVENTORY	\$ 81,381	\$ 82,978	\$ 132,269	27.5%	\$ 110,000	\$ 150,000	\$ 40,000	36.4%
63455	54306	PUMP MATERIALS AND SUPPLIES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	54308	ENGINEERING:SUPPLIES & MATERIA	\$ 14,108	\$ 8,325	\$ 7,510	-27.0%	\$ 12,000	\$ 12,000	\$ -	0.0%
63455	54501	CUSTODIAL:CLEANING SUPPLY	\$ 5	\$ -	\$ -	-100.0%	\$ -	\$ -	\$ -	0.0%
63455	54701	SAFETY:UNIFORMS	\$ 1,411	\$ 3,889	\$ 2,885	43.0%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	54702	SAFETY:MATERIALS	\$ 506	\$ -	\$ 31	-75.2%	\$ -	\$ -	\$ -	0.0%
63455	55101	BOOKS/SUBSCRIPTIONS	\$ 794	\$ 1,128	\$ 748	-2.9%	\$ 1,200	\$ 1,200	\$ -	0.0%
63455	57101	IN-STATE:MISC TRAVEL	\$ 23,304	\$ 24,379	\$ 27,229	8.1%	\$ 25,000	\$ 35,000	\$ 10,000	40.0%
63455	57102	IN-STATE:MILEAGE/CAR ALLW	\$ -	\$ 259	\$ 292	100.0%	\$ -	\$ -	\$ -	0.0%
63455	57103	IN-STATE:SEMINARS,PROF GA	\$ 1,550	\$ 2,170	\$ -	-100.0%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	57201	OUT-STATE:GENERAL	\$ 2,914	\$ 5,812	\$ 15,473	130.4%	\$ 10,000	\$ 10,000	\$ -	0.0%
63455	57301	DUES:PROFESSNL ORGANIZATN	\$ 2,209	\$ 2,471	\$ 2,397	4.2%	\$ 2,500	\$ 2,500	\$ -	0.0%
63455	57401	INS PREM:AUTO & LIABILITY	\$ 18,098	\$ 19,457	\$ 21,065	7.9%	\$ 20,685	\$ 24,000	\$ 3,315	16.0%
63455	57404	INS PREM:BLANKET INS,BLDG	\$ 56,876	\$ 57,445	\$ 58,019	1.0%	\$ 63,000	\$ 65,000	\$ 2,000	3.2%
63455	57406	INS PREM:CLAIM DEDUCTIBLE	\$ -	\$ -	\$ 1,466	100.0%	\$ -	\$ -	\$ -	100.0%
63455	57802	OTHER:SCHOOLS MISC	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	58501	ADD EQ:NEW EQUIP	\$ 1,500	\$ 810	\$ 10,901	169.6%	\$ 20,000	\$ 80,000	\$ 60,000	300.0%
63455	58502	ADD EQ:OFFICE FURNITURE	\$ 343	\$ -	\$ -	-100.0%	\$ 1,000	\$ 2,000	\$ 1,000	100.0%
63455	58701	REPLACEMENT EQ:GENERAL	\$ 10,137	\$ 1,580	\$ 3,891	-38.0%	\$ 3,000	\$ 3,000	\$ -	0.0%
63455	58702	UNALLOCATED EXPENSES	\$ 667	\$ -	\$ -	-100.0%	\$ 88,941	\$ 126,097	\$ 37,156	100.0%
63455	58904	CAP PROJ:PURCHASES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	59101	DEBT SERV:PRINCIPAL	\$ 1,545,000	\$ 1,545,000	\$ 1,560,000	0.5%	\$ 1,773,000	\$ 1,750,800	\$ (22,200)	-1.3%
63455	59102	DEBT SERVICE INTEREST	\$ 838,250	\$ 825,374	\$ 750,123	-5.4%	\$ 919,018	\$ 842,153	\$ (76,865)	-8.4%
63455	59103	ISSUE EXPENSE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	59250	INTEREST: GENERAL	\$ -	\$ 7,962	\$ 7,978	100.0%	\$ -	\$ 8,000	\$ 8,000	0.0%
63455	59501	OTHER FIN:GENERAL	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
63455	59991	TRANSFER TO GENERAL FUND (INDIRECT	\$ 87,220	\$ 179,266	\$ 93,000	3.3%	\$ 93,000	\$ 93,000	\$ -	0.0%
WANNACOMET WATER ENTERPRISE FUND GRAND TOTAL										
		TOTAL REVENUE	\$ (4,200,976)	\$ (4,776,791)	\$ (5,066,439)	9.8%	\$ (5,224,108)	\$ (5,535,256)	\$ 311,148	6.0%
		TOTAL EXPENSE	\$ 4,574,801	\$ 4,696,713	\$ 4,672,592	1.1%	\$ 5,224,108	\$ 5,535,256	\$ 311,148	6.0%
		VARIANCE	\$ 373,826	\$ (80,077)	\$ (393,847)		\$ -	\$ (0)	\$ 0	100.0%
		USE OF RETAINED EARNINGS*	\$ 373,826	\$ -	\$ -			\$ -	\$ -	
		BUDGET BALANCE	\$ (0)	\$ (80,077)				\$ 0		

Certified Retained Earnings:

WANNACOMET WATER

DEPT	ACCOUNT	ACCOUNT NAME	FY2013 ACTUAL	FY2014 ACTUAL	FY2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017 WANNACOMET MANAGER RECOMMENDATION	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
<b>SUMMARY</b>										
			FY2013 ACTUAL	FY2014 ACTUAL	FY2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017 WANNACOMET MANAGER RECOMMENDATION	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
		Payroll-Salary	\$ 1,021,853	\$ 1,039,002	\$ 1,079,925	2.8%	\$ 1,094,150	\$ 1,137,990	\$ 43,840	4.0%
		Medicare P/R Tax Expenses	\$ 14,557	\$ 14,773	\$ 15,376	2.8%	\$ 15,500	\$ 16,100	\$ 600	3.9%
		Medical Insurance	\$ 152,982	\$ 182,158	\$ 184,636	9.9%	\$ 249,099	\$ 280,450	\$ 31,351	12.6%
		Barnstable County Retirement	\$ 191,183	\$ 196,296	\$ 204,649	3.5%	\$ 210,015	\$ 219,466	\$ 9,451	4.5%
		Utilities	\$ 146,373	\$ 145,259	\$ 160,802	4.8%	\$ 174,000	\$ 198,400	\$ 24,400	14.0%
		Repairs & Maintenance	\$ 177,359	\$ 145,869	\$ 188,096	3.0%	\$ 171,500	\$ 309,500	\$ 138,000	80.5%
		Professional Services	\$ 85,292	\$ 118,300	\$ 60,143	-16.0%	\$ 71,500	\$ 67,500	\$ (4,000)	-5.6%
		Debt Service	\$ 2,383,250	\$ 2,370,374	\$ 2,310,123	-1.5%	\$ 2,692,018	\$ 2,592,953	\$ (99,065)	-3.7%
		General Insurance	\$ 74,975	\$ 76,902	\$ 80,550	3.7%	\$ 83,685	\$ 89,000	\$ 5,315	6.4%
		Other Supplies	\$ 24,051	\$ 19,978	\$ 18,286	-12.8%	\$ 22,500	\$ 21,500	\$ (1,000)	-4.4%
		Inventory	\$ 81,381	\$ 82,978	\$ 132,269	27.5%	\$ 110,000	\$ 150,000	\$ 40,000	36.4%
		Travel	\$ 27,767	\$ 32,620	\$ 42,994	24.4%	\$ 37,500	\$ 47,500	\$ 10,000	26.7%
		Water Analysis	\$ 30,340	\$ 21,069	\$ 16,749	-25.7%	\$ 21,000	\$ 23,000	\$ 2,000	9.5%
		Other	\$ 163,439	\$ 251,135	\$ 177,994	4.4%	\$ 271,641	\$ 381,897	\$ 110,256	40.6%
		<b>TOTAL WANNACOMET</b>	<b>\$ 4,574,801</b>	<b>\$ 4,696,713</b>	<b>\$ 4,672,592</b>	<b>1.1%</b>	<b>\$ 5,224,108</b>	<b>\$ 5,535,256</b>	<b>\$ 311,148</b>	<b>5.96%</b>

FY 2017 Personnel Spreadsheet

Wannacomet Water Enterprise Fund

Number of Positions in Department

ORG: 63455

Full-time	10
Part-time	0
Seasonal	0
Temporary	0
Vacancies	1
New Positions Requested	0

TOTAL OF ALL POSITIONS 11

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/16 (e.g., B -Step 3)	Yearly Salary as of 6/30/16	53 Week Adjustment	FY17 Increase Date	Prorated FY 2017 Salary	Longevity Pay	Education Pay	Certification Pay	Holiday Pay	Other	Total by Employee
GARDNER, R. - MANAGER	WW01	40.00	N/A	149,752	150,155	07/01/16	152,795	0	0	0	0	18,500	171,295
PYKOSZ, C. - OPERATIONS MGR	WW23	40.00	N/A	112,964	113,268	07/01/16	116,700	5,600	0	0	0	0	122,300
HOLDGATE, H. - BUSINESS MGR	WW24	40.00	N/A	109,200	109,494	07/01/16	116,677	5,500	0	0	0	0	122,177
ROBERTS, L. - CUSTOMER SVC SUPV	WW15	40.00	N/A	74,922	75,124	07/01/16	81,119	3,700	0	0	0	0	84,819
MANSFIELD, A. - ADMIN ASST.	WW24	40.00	N/A	75,982	76,187	07/01/16	80,779	2,300	0	0	0	0	83,079
WILLETT, M. - ENGINEER	WW35	40.00	N/A	105,082	105,365	07/01/16	108,500	4,200	0	0	0	0	112,700
WEST, R. - ENGINEER	WW35	40.00	N/A	78,603	78,815	07/01/16	81,200	2,400	0	0	0	0	83,600
EARLE, R. - UTILITYMAN	WW60	40.00	UT 1	70,720	70,910	07/01/16	73,000	2,800	0	0	0	0	75,800
JOHNSEN, J. - UTILITYMAN	WW60	40.00	UT 1	70,720	70,910	07/01/16	73,000	3,500	0	0	0	0	76,500
ROBERTS, K. - UTILITYMAN	WW50	40.00	UT 1	70,720	70,910	07/01/16	73,000	2,100	0	0	0	0	75,100
Vacancy - Utilityman	WW50	40.00	UT 1				70,720		0	0	0	0	70,720
							1,027,490	32,100	0	0	0	18,500	1,078,090

Total Prorated Salary (enter on Munis 51100)	1,027,490
Total On-Call Pay	25,000
Total Merit	20,000
Total Salary Temporary	2,500
Overtime (enter on Munis 51300)	3,000
Total Longevity (enter on Munis 51700)	32,100
<b>Salary Subtotal</b>	<b>1,110,090</b>
Medicare (enter on Munis 51961)	16,100
Total Compensation/Unemployment (enter on MUNIS 51960)	8,400
Total Worker's Compensation (enter on MUNIS 51963)	1,000
Total Deferred Compensation (enter on Munis 51962)	18,500
Total Insurance Premium: Medical Blue Cross (enter on Munis 51701)	280,450
Total Barnstable County Retirement (enter on MUNIS 51770)	219,466
<b>Total Personnel Services</b>	<b>1,654,006</b>

Purpose	Issue Date	Original Principal Amount	TOTAL PRINCIPAL 6/30/2015	TOTAL INTEREST 6/30/2015	TOTAL P & I 6/30/2015	**	**	**	**	**	**	**	**	**	**	**	**	**	
						Payments FY2016	Payments FY2017	Payments FY2018	Payments FY2019	Payments FY2020	Payments FY2021	Payments FY2022	Payments FY2023	Payments FY2024	Payments FY2025	Payments FY2026	Payments FY2027	Payments FY2028	
<b>WANNACOMET WATER ENTERPRISE</b>	<b>TOTAL DEBT</b>					<b>22,569,974</b>	<b>22,345,740</b>	<b>20,072,649</b>	<b>17,901,229</b>	<b>15,776,077</b>	<b>13,791,916</b>	<b>11,820,297</b>	<b>10,058,573</b>	<b>8,362,754</b>	<b>6,701,320</b>	<b>5,083,479</b>	<b>3,709,013</b>	<b>2,654,325</b>	
WATER 1	10/1/2004	500,000	0	0	0														
WATER 2	10/1/2004	500,000	0	0	0														
LAND ACQUISITION	10/1/2004	3,000,000	0	0	0														
WATER 1	11/15/2005	3,000,000	150,000	3,750	153,750	153,750													
WATER 2	11/15/2005	750,000	90,000	2,250	92,250	92,250													
WATER 3	11/15/2005	500,000	25,000	625	25,625	25,625													
GARAGE & MAINTENANCE FACILITY	11/15/2005	900,000	45,000	1,125	46,125	46,125													
REHAB GARAGE & MAINTENANCE FACILITY	2/15/2008	750,000	470,000	121,513	591,513	58,125	56,875	55,575	54,175	52,725	51,125	49,525	47,925	46,325	44,675	37,975	36,488		
SOURCE WELL & PUMP	2/15/2008	1,300,000	845,000	241,334	1,086,334	97,906	95,875	93,783	91,488	89,131	86,531	83,931	81,331	78,731	76,050	73,288	70,525	67,763	
WATER STORAGE TANK (ORIG)	2/15/2008	5,000,000	3,250,000	928,125	4,178,125	376,563	368,750	360,625	351,875	342,813	332,813	322,813	312,813	302,813	292,500	281,875	271,250	260,625	
WATER MAINS	2/15/2008	1,250,000	795,000	223,756	1,018,756	95,869	93,838	91,725	84,450	82,275	79,875	77,475	75,075	72,675	70,200	67,650	65,100	62,550	
WATER SYSTEM DISTRIBUTION	2/15/2008	1,000,000	650,000	185,626	835,626	75,313	73,750	72,125	70,375	68,563	66,563	64,563	62,563	60,563	58,500	56,375	54,250	52,125	
WATER MAINS 2	2/15/2008	100,000	65,000	18,562	83,562	7,531	7,375	7,213	7,038	6,856	6,656	6,456	6,256	6,056	5,850	5,638	5,425	5,213	
WATER STORAGE TANK (SUPP)	3/15/2009	2,815,000	2,140,000	744,819	2,884,819	207,951	209,351	210,601	206,051	204,551	204,151	203,551	202,751	206,751	204,951	207,856	205,200	207,325	
SYSTEMS IMPROVEMENT / METER BATTERIES	2/15/2010	1,800,000	1,100,000	262,225	1,362,225	182,375	176,775	166,175	160,775	70,375	68,875	66,875	65,375	63,375	61,750	59,750	57,750	56,000	
CURRENT REFUNDING 05/2001	6/7/2012	460,000	300,000	42,250	342,250	62,750	60,750	58,250	55,750	53,500	51,250								
MADKET MAIN 1	6/7/2012	1,200,000	1,020,000	326,100	1,346,100	100,500	98,100	95,100	92,100	89,400	86,700	83,700	80,700	77,700	74,700	72,300	70,500	68,700	
MADAKET MAIN 2	6/7/2012	800,000	680,000	217,400	897,400	67,000	65,400	63,400	61,400	59,600	57,800	55,800	53,800	51,800	49,800	48,200	47,000	45,800	
WASHING POND TANK REHAB	6/7/2012	850,000	565,000	78,900	643,900	118,975	115,175	110,425	105,675	101,400	92,250								
ADMINISTRATION BUILDING	6/7/2012	1,200,000	1,020,000	326,100	1,346,100	100,500	98,100	95,100	92,100	89,400	86,700	83,700	80,700	77,700	74,700	72,300	70,500	68,700	
METER UPGRADES	6/7/2012	400,000	280,000	46,800	326,800	52,200	50,600	48,600	46,600	44,800	43,000	41,000							
ADV REF 10/01/2004 (LAND)	3/5/2013	1,492,000	1,492,000	224,285	1,716,285	196,010	192,110	185,623	178,240	174,888	166,870	163,765	159,355	152,250	147,175				
ADV REF 10/01/2004 (WATER 2)	3/5/2013	249,000	249,000	37,298	286,298	32,675	32,025	31,440	29,870	29,308	28,620	26,760	26,040	25,200	24,360				
ADV REF 10/01/2004 (WATER 1)	3/5/2013	249,000	249,000	37,298	286,298	32,675	32,025	31,440	29,870	29,308	28,620	26,760	26,040	25,200	24,360				
ADV REF 11/15/2005 WATER 1	2/5/2015	1,754,800	1,754,800	298,819	2,053,619	42,090	205,738	184,860	196,810	183,710	220,310	195,866	205,535	209,835	208,910	199,955			
ADV REF 11/15/2005 WATER 3	2/5/2015	294,800	294,800	49,978	344,778	7,080	32,048	31,750	31,250	35,700	35,100	34,350	38,375	37,325	31,350	30,450			
ADV REF 11/2005 GARAGE AND MAINT	2/5/2015	532,200	532,200	89,238	621,438	12,716	63,162	57,010	61,060	60,060	64,010	62,635	60,985	59,335	62,610	57,855			
DISTRIBUTION	10/22/2015	785,000	0	0	0		72,342	60,450	59,250	58,050	57,050	56,250	55,250	54,050	52,850	51,650	50,500	49,400	
DISTRIBUTION	10/22/2015	776,000	0	0	0		72,928	60,150	58,950	57,750	56,750	55,950	54,950	53,750	52,550	51,350	50,200	49,100	
<b>TOTAL WANNACOMET DEBT</b>			<b>18,061,800</b>	<b>4,508,174</b>	<b>22,569,974</b>	<b>2,244,553</b>	<b>2,273,092</b>	<b>2,171,419</b>	<b>2,125,152</b>	<b>1,984,161</b>	<b>1,971,619</b>	<b>1,761,725</b>	<b>1,695,819</b>	<b>1,661,434</b>	<b>1,617,841</b>	<b>1,374,466</b>	<b>1,054,688</b>	<b>993,300</b>	

** Payments FY2029	** Payments FY2030	** Payments FY2031	** Payments FY2032	** Payments FY2033	** Payments FY2034	** Payments FY2035	** Payments FY2036	** Payments FY2037	** Payments FY2038	** Payments FY2039	** Payments FY2040
1,661,025	1,128,650	809,250	549,250	301,875	219,450	144,200	71,050	0	0	0	0
203,775											
54,000	52,000										
66,863	64,988	63,038	61,013								
44,575	43,325	42,025	40,675								
66,863	64,988	63,038	61,013								
48,300	47,200	46,100	44,950	43,750	37,625	36,575	35,525	0	0	0	0
48,000	46,900	45,800	39,725	38,675	37,625	36,575	35,525	0	0	0	0
<b>532,375</b>	<b>319,400</b>	<b>260,000</b>	<b>247,375</b>	<b>82,425</b>	<b>75,250</b>	<b>73,150</b>	<b>71,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# FY 2017 Budget

**Siasconset Enterprise Fund**

# FY2016

## Siasconset Enterprise Fund Review

- **Mission:** Siasconset Water Department strives to provide high quality drinking water, provide water for fire protection needs and provide the highest level of customer and water related support services achievable.
- **Goals:** Continue to Provide Safe Drinking Water, sufficient water for fire fighting and a positive customer experience.
- **Initiatives and Accomplishments:**
  - Developed 10 year capital program
  - Initiated discussion with the Nantucket Water Commission to investigate the possibility of consolidating the Siasconset Water Commission and Water Department with the Nantucket Water Commission and the Wannacomet Water Company

# FY 2017

## Siasconset Enterprise Fund Overview

- **Priorities:**
  1. Convert existing water meters from a vehicle based reading system to a fixed base reading system.
  2. Undertake and complete deferred maintenance projects
  3. Update the Zone II for the Sconset Water Supply
- **Significant Changes Year-to-Year**
  1. The most significant change is the reduction of the total annual debt service by \$293,575.00. Therefore, no rate increase is proposed by the Siasconset Water Commission
- **Key Issues**
  1. Consolidation with the Nantucket Water Commission

# FY2017 Budget

## Siasconset Enterprise Fund

*FY 2017 WANNACOMET  
MANAGER  
RECOMMENDATION*

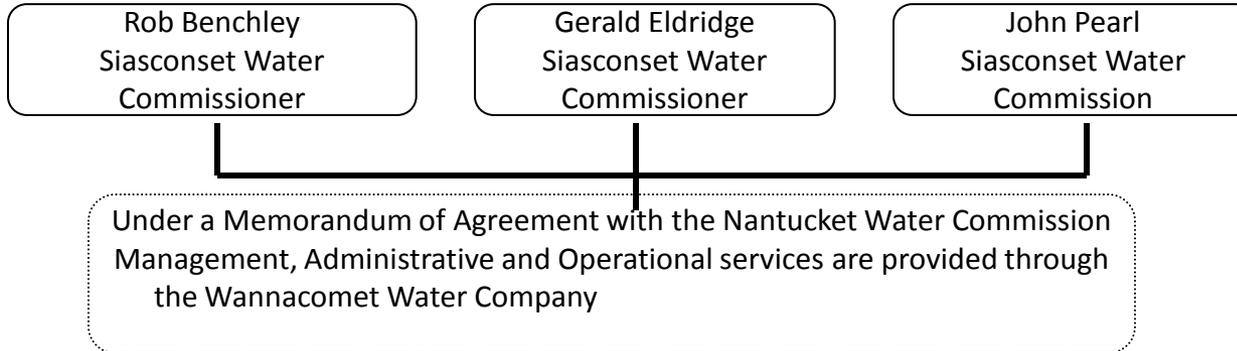
<u>SUMMARY</u>	FY 2013 ACTUAL	FY 2014 ACTUAL	FY 2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	<i>FY 2017 WANNACOMET MANAGER RECOMMENDATION</i>		FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
Payroll-Salary	\$ -	\$ 689	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	0%
Medicare P/R Tax Expenses	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	0%
Medical Insurance	\$ 25,552	\$ 29,966	\$ 30,495	9.2%	\$ 33,700	\$ 38,230	\$ 4,530	\$ 4,530	13%
Barnstable County Retirement	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	0%
Utilities	\$ 23,693	\$ 24,064	\$ 21,573	-4.6%	\$ 26,300	\$ 28,350	\$ 2,050	\$ 2,050	8%
Repairs & Maintenance	\$ 6,117	\$ 5,905	\$ 3,552	-23.8%	\$ 3,500	\$ 37,250	\$ 33,750	\$ 33,750	964%
Professional Services	\$ 107,821	\$ 72,551	\$ 85,762	-10.8%	\$ 93,600	\$ 107,725	\$ 14,125	\$ 14,125	15%
Debt Service	\$ 892,238	\$ 894,383	\$ 883,111	-0.5%	\$ 871,875	\$ 583,300	\$ (288,575)	\$ (288,575)	-33%
General Insurance	\$ 20,997	\$ -	\$ 21,419	1.0%	\$ 22,500	\$ 24,750	\$ 2,250	\$ 2,250	10%
Other Supplies	\$ 2,791	\$ 16	\$ 191	-73.9%	\$ 200	\$ 200	\$ -	\$ -	0%
Field Work-Water	\$ 26,232	\$ 7,377	\$ 9,975	-38.3%	\$ 7,400	\$ 29,500	\$ 22,100	\$ 22,100	299%
Other	\$ 23,683	\$ 21,695	\$ 20,564	-6.8%	\$ 20,830	\$ 178,872	\$ 158,042	\$ 158,042	759%
<b>TOTAL SIASCONSET</b>	<b>\$ 1,129,124</b>	<b>\$ 1,056,645</b>	<b>\$ 1,076,641</b>	<b>-2.4%</b>	<b>\$ 1,079,905</b>	<b>\$ 1,028,177</b>	<b>\$ (51,728)</b>	<b>\$ (51,728)</b>	<b>-4.79%</b>

# Appendix

Siasconset Enterprise Fund



**Town & County of Nantucket  
Organization Chart – Siasconset Enterprise Fund**



# FY 2017 Budget Detail

TOWN OF NANTUCKET  
SIASCONSET WATER - ENTERPRISE FUND

	Actual FY2015	BUDGET FY2016	PROJECTED BUDGET FY2017
REVENUE	1,898,663	1,029,833	1,028,177
EXPENSES	1,076,641	1,079,905	1,073,363
NET EARNINGS	822,022	(50,072)	(45,186)
Transfer from Retained Earnings	-	50,072	45,186
NET EARNINGS	822,022	-	-
NET SOURCES/USES:			
GF Free Cash Subsidy	-	-	-
FinCom GF Reserve Fund Transfer			
Ending FB	822,022	-	-
TOTAL			
 Certified Retained Earnings as of July 1, 2015	 1,194,331		

SIASCONSET WATER ENTERPRISE FUND  
 OPERATIONS BUDGET  
 FISCAL YEAR 2017  
 1/6/2016

DEPT	ACCO UNT	ACCOUNT NAME	FY 2013 ACTUAL	FY 2014 ACTUAL	FY 2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2016 BUDGET	FY 2017	FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
								WANNACOMET MANAGER RECOMMENDATION		
61450	42110	WATER USE FEE	\$ (873,435)	\$ (766,789)	\$ (963,761)	5.0%	\$ (980,000)	\$ (978,460)	\$ (1,540)	0%
61450	43606	RENTAL FEES	\$ -	\$ (59,400)	\$ (45,732)	100.0%	\$ (47,103)	\$ (48,517)	\$ 1,414	3%
61450	48201	INTEREST ON INVESTMENTS	\$ (851)	\$ (1,618)	\$ (909)	3.3%	\$ (1,620)	\$ (1,200)	\$ (420)	-26%
61450	48400	MISC REVENUES	\$ -	\$ -	\$ (888,261)	100.0%	\$ -	\$ -	\$ -	0%
61450	49102	PROCEEDS FROM BOND SALE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	49104	PREMIUM REVENUE ON DEBT	\$ (3,089)	\$ (1,110)	\$ -	-100.0%	\$ (1,110)	\$ -	\$ (1,110)	-100%
61450	49701	TRANSFER FROM GENERAL FUND	\$ (278,000)	\$ (153,500)	\$ -	-100.0%	\$ -	\$ -	\$ -	0%
61450	51100	SALARY, PERMANENT	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51102	SALARY, TEMPORARY	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51700	LONGEVITY PAY	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51701	INS PREM:MEDICAL BLUE CROSS	\$ 25,552	\$ 29,966	\$ 30,495	9.2%	\$ 33,700	\$ 38,230	\$ 4,530	13%
61450	51770	BARNSTABLE COUNTY RETIREMT FND	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51960	COMPENSATION/UNEMPLOYMENT	\$ -	\$ 689	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51961	MEDICARE P/R TAX	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	51963	WORKMANS COMPENSATION	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	52101	UTILITY:ELECTRICITY	\$ 18,885	\$ 17,825	\$ 18,608	-0.7%	\$ 20,000	\$ 22,650	\$ 2,650	13%
61450	52104	UTILITY:PROPANE	\$ 4,626	\$ 2,258	\$ 2,965	-19.9%	\$ 6,100	\$ 5,500	\$ (600)	-10%
61450	52107	UTILITY: LANDFILL	\$ 182	\$ 182	\$ -	-100.0%	\$ 200	\$ 200	\$ -	0%
61450	52403	REP&MAINT:VEHICLE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	52405	REP&MAINT:EQUIPMENT	\$ 2,230	\$ 2,448	\$ 413	-57.0%	\$ 1,000	\$ 2,750	\$ 1,750	175%
61450	52410	REP&MAINT:GENERAL	\$ 3,888	\$ 3,457	\$ 3,139	-10.1%	\$ 2,500	\$ 34,500	\$ 32,000	1280%
61450	53100	PROFESSIONAL SERVICES	\$ 30,850	\$ 12,737	\$ 13,866	-33.0%	\$ 5,000	\$ 10,000	\$ 5,000	100%
61450	53101	PROFESSIONAL SERVICES:WANNACOMET	\$ 70,000	\$ 52,500	\$ 65,000	-3.6%	\$ 80,000	\$ 88,000	\$ 8,000	10%
61450	53103	GENERAL:ADVERTISING	\$ 2,512	\$ 479	\$ 120	-78.2%	\$ 500	\$ 500	\$ -	0%
61450	53107	PROF SVCS-WATER ANALYSIS	\$ 4,147	\$ 4,758	\$ 4,418	3.2%	\$ 6,000	\$ 7,125	\$ 1,125	19%
61450	53108	OUTSOURCE BILLING	\$ 2,823	\$ 2,556	\$ 2,478	-6.3%	\$ 2,600	\$ 2,600	\$ -	0%
61450	53110	GENERAL: PRINTING	\$ 137	\$ 731	\$ 456	82.4%	\$ 740	\$ 740	\$ -	0%
61450	53401	COMM:TELEPHONE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	53402	COMM:POSTAGE	\$ 3,633	\$ 4,033	\$ 4,383	9.8%	\$ 4,000	\$ 6,000	\$ 2,000	50%
61450	53803	OTHER:LICENSES & TAXES	\$ 519	\$ 461	\$ 563	4.1%	\$ 470	\$ 600	\$ 130	28%
61450	53804	OTHER:FREIGHT	\$ 119	\$ 111	\$ 42	-40.5%	\$ 120	\$ 100	\$ (20)	-17%
61450	53805	OTHER:FIELD WORK-WATER	\$ 26,232	\$ 7,377	\$ 9,975	-38.3%	\$ 7,400	\$ 29,500	\$ 22,100	299%
61450	54101	ENERGY:GAS & DIESEL	\$ -	\$ 3,799	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	54201	OFFICE SUPPLIES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	54302	BLDG&EQ:MAINT & SUPPLIES	\$ 2,791	\$ 16	\$ 191	-73.9%	\$ 200	\$ 200	\$ -	0%
61450	54701	SAFETY:UNIFORMS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	57404	INS PREM:BLANKET INS.BLDG	\$ 20,997	\$ -	\$ 21,419	1.0%	\$ 22,500	\$ 24,750	\$ 2,250,000	10%
61450	57899	CONTINGENCY RESERVE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	58702	UNALLOCATED EXPENSES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 133,932	\$ 133,932	0%
61450	59101	DEBT SERV:PRINCIPAL	\$ 575,000	\$ 590,000	\$ 605,000	2.6%	\$ 626,000	\$ 375,000	\$ (251,000)	-40%
61450	59102	DEBT SERVICE INTEREST	\$ 317,238	\$ 304,383	\$ 273,125	-7.2%	\$ 245,875	\$ 248,486	\$ 2,611	1%
61450	59250	INTEREST: GENERAL	\$ -	\$ -	\$ 4,986	100.0%	\$ -	\$ 5,000	\$ 5,000	0%
61450	59501	OTHER FIN:GENERAL	\$ -	\$ 630	\$ -	0.0%	\$ -	\$ -	\$ -	0%
61450	59991	TRANSFER TO GENERAL FUND	\$ 16,763	\$ 15,250	\$ 15,000	-5.4%	\$ 15,000	\$ 37,000	\$ 22,000	147%
SIASCONSET WATER ENTERPRISE FUND GRAND TOTAL										
TOTAL REVENUE			\$ (1,155,376)	\$ (982,416)	\$ (1,898,663)	28.2%	\$ (1,029,833)	\$ (1,028,177)	\$ (1,656)	0%
TOTAL EXPENSE			\$ 1,129,124	\$ 1,056,645	\$ 1,076,641	-2.4%	\$ 1,079,905	\$ 1,073,363	\$ 43,530	-1%
VARIANCE (EXCESS) DEFICIT			\$ (26,251)	74,228	(822,022)		50,072	45,186	\$ (45,186)	100%
USE OF RETAINED EARNINGS							\$ 50,072	\$ 45,186		
							\$ -	\$ -		

Certified Retained Earnings:

<u>SUMMARY</u>	FY 2013 ACTUAL	FY 2014 ACTUAL	FY 2015 ACTUAL	COMPOUND ANNUAL GROWTH RATE	FY 2017		FY 2017 INCREASE OR (DECREASE) \$	FY 2017 INCREASE OR (DECREASE) %
					FY 2016 BUDGET	WANNACOMET MANAGER RECOMMENDATION		
Payroll-Salary	\$ -	\$ 689	\$ -	0.0%	\$ -	\$ -	\$ -	0%
Medicare P/R Tax Expenses	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
Medical Insurance	\$ 25,552	\$ 29,966	\$ 30,495	9.2%	\$ 33,700	\$ 38,230	\$ 4,530	13%
Barnstable County Retirement	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0%
Utilities	\$ 23,693	\$ 24,064	\$ 21,573	-4.6%	\$ 26,300	\$ 28,350	\$ 2,050	8%
Repairs & Maintenance	\$ 6,117	\$ 5,905	\$ 3,552	-23.8%	\$ 3,500	\$ 37,250	\$ 33,750	964%
Professional Services	\$ 107,821	\$ 72,551	\$ 85,762	-10.8%	\$ 93,600	\$ 107,725	\$ 14,125	15%
Debt Service	\$ 892,238	\$ 894,383	\$ 883,111	-0.5%	\$ 871,875	\$ 628,486	\$ (243,389)	-28%
General Insurance	\$ 20,997	\$ -	\$ 21,419	1.0%	\$ 22,500	\$ 24,750	\$ 2,250	10%
Other Supplies	\$ 2,791	\$ 16	\$ 191	-73.9%	\$ 200	\$ 200	\$ -	0%
Field Work-Water	\$ 26,232	\$ 7,377	\$ 9,975	-38.3%	\$ 7,400	\$ 29,500	\$ 22,100	299%
Other	\$ 23,683	\$ 21,695	\$ 20,564	-6.8%	\$ 20,830	\$ 178,872	\$ 158,042	759%
<b>TOTAL SIASCONSET</b>	<b>\$ 1,129,124</b>	<b>\$ 1,056,645</b>	<b>\$ 1,076,641</b>	<b>-2.4%</b>	<b>\$ 1,079,905</b>	<b>\$ 1,073,363</b>	<b>\$ (6,542)</b>	<b>-0.61%</b>

EXISTING DEBT AS OF  
06/30/2015

Purpose	Issue Date	TOTAL PRINCIPAL 6/30/2015	TOTAL INTEREST 6/30/2015	TOTAL P & I 6/30/2015	**	**	**	**	**	**	**	**	**	**	**	**	**	**	
					Payments FY2016	Payments FY2017	Payments FY2018	Payments FY2019	Payments FY2020	Payments FY2021	Payments FY2022	Payments FY2023	Payments FY2024	Payments FY2025	Payments FY2026	Payments FY2027	Payments FY2028	Payments FY2029	
<b>SIASCONSET WATER ENTERPRISE</b>	<b>TOTAL DEBT</b>				<b>8,195,767</b>	<b>7,964,459</b>	<b>7,340,973</b>	<b>6,731,131</b>	<b>6,119,793</b>	<b>5,517,006</b>	<b>4,919,343</b>	<b>4,327,781</b>	<b>3,737,143</b>	<b>3,148,856</b>	<b>2,563,893</b>	<b>1,983,606</b>	<b>1,403,900</b>	<b>830,268</b>	
WATER METERS	11/15/2005	230,000	5,750	235,750	235,750														
WATER 4	11/15/2005	10,000	250	10,250	10,250														
WATER TANK (ORIG)	3/15/2009	2,970,000	1,033,805	4,003,805	292,128	287,028	286,907	290,803	286,553	283,953	281,153	283,153	284,753	285,403	285,513	285,013	284,075	287,375	
WATER TANK (SUPP)	3/15/2009	1,885,000	656,763	2,541,763	182,498	184,348	181,048	182,198	181,448	181,648	181,648	181,448	181,048	180,098	178,863	182,300	180,300	182,875	
LOW BEACH WATER MAIN	2/15/2010	1,050,000	318,675	1,368,675	109,725	106,925	104,125	101,325	98,525	96,425	93,625	91,525	88,725	86,450	83,650	80,850	78,400	75,600	
WATER TANK DEMO	6/7/2012	35,000	525	35,525	35,525														
SCADA	10/22/2015					45,186	37,763	37,013	36,263	35,638	35,138	34,513	33,763	33,013	32,263	31,544	30,856	30,169	
<b>TOTAL SIASCONSET DEBT</b>		<b>6,180,000</b>	<b>2,015,767</b>	<b>8,195,767</b>	<b>865,875</b>	<b>623,486</b>	<b>609,842</b>	<b>611,338</b>	<b>602,788</b>	<b>597,663</b>	<b>591,563</b>	<b>590,638</b>	<b>588,288</b>	<b>584,963</b>	<b>580,288</b>	<b>579,706</b>	<b>573,631</b>	<b>576,019</b>	

EXISTING DEBT AS OF  
06/30/2015

** Payments FY2030	** Payments FY2031	** Payments FY2032	** Payments FY2033	** Payments FY2034	** Payments FY2035	** Payments FY2036	** Payments FY2037	** Payments FY2038	** Payments FY2039	** Payments FY2040
254,250	151,968	123,175	95,100	67,775	41,200	20,300	(0)	(0)	(0)	(0)
72,800										
29,481	28,794	28,075	27,325	26,575	20,900	20,300	0	0	0	0
<b>102,281</b>	<b>28,794</b>	<b>28,075</b>	<b>27,325</b>	<b>26,575</b>	<b>20,900</b>	<b>20,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Historic Town Bike Route Proposal



Prospect Street to Fair Street

Compiled by  
Tobias Glidden  
Justine Paradis

22 July 2014  
Updated 23 March 2015

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	ii. Written walk-through	
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## **I. Summary**

### *i. Goals*

- Create a pleasant, safe bike route for cyclists in and out of town, connected to existing bike path network.
- Reduce in-town vehicle traffic and reduce parking pressure.
- Improve safety in congested transitional areas like Pleasant Street.
- Enhance connectivity of public spaces and landmarks in historic district.
- Draw visitors to out-of-the-way historic landmarks.
- Promote healthy lifestyle habits and commuting options.

### *ii. Prospect to Fair Street Route Benefits*

- Eliminates low number of parking spaces (compared to alternatives) while still creating a bicycle lane.
- No designated handicapped spots removed along route.
- Moves through attractive and historically significant areas of town.

### *iii. Written Walk-through*

- Path starts on Prospect Street, connecting with existing bike path. Bikers traveling into town cross Prospect and turn right onto Mill St.
- Turn right onto Mill St. No parking currently allowed. Bike lane, split into two directional lanes (one on each side of the road).
- Turn left onto Pleasant St. Remove two parking spots on west side of Pleasant St. to accommodate two directional lanes, one each side of road (as on Mill St.)
- Turn right onto High St. Continue two directional bike lanes on opposite sides of road, removing parking on High St (three spaces).
- Turn left onto Pine St. Continue two directional bike lanes on opposite sides of road Remove parking from High St. to Judith Chase (seven spaces).
- At the intersection of Judith Chase Lane and Pine Street, the path splits.

- OUT-OF-TOWN ROUTE: Continues the length between High and Main Streets. Bikers travelling out of town begin on Main Street, turning left onto Pine turning onto High Street.
- INTO TOWN ROUTE: Bikers travelling into town continue from Pine Street, turning right onto Judith Chase Lane.
- No parking currently exists on Judith Chase. Cyclists continue on the right side of Judith Chase Lane.
- Turn left onto Fair St. One-way bike lane on east side (right side) of Fair Street.
- Route ends at bicycle racks at Fair Street Park.

*iii. Parking Changes*

- North Mill St: largely unused, overgrown. No current parking.
- Mill St: No parking currently allowed.
- Pleasant: Remove two parking spaces on west side.
- High St: Remove three parking spaces.
- Pine St.: Remove six spaces between High and Judith Chase.
- Judith Chase: No parking currently allowed.

TOTAL = Eleven parking spaces removed

*iv. Infrastructure Improvements*

- Paint share-arrows on streets.
- On Prospect Street, connect to existing path. Add raised paved path with granite curbing on opposite side (north side) of Prospect Street.
- Change parking signs to reflect bike route.

## II. Maps

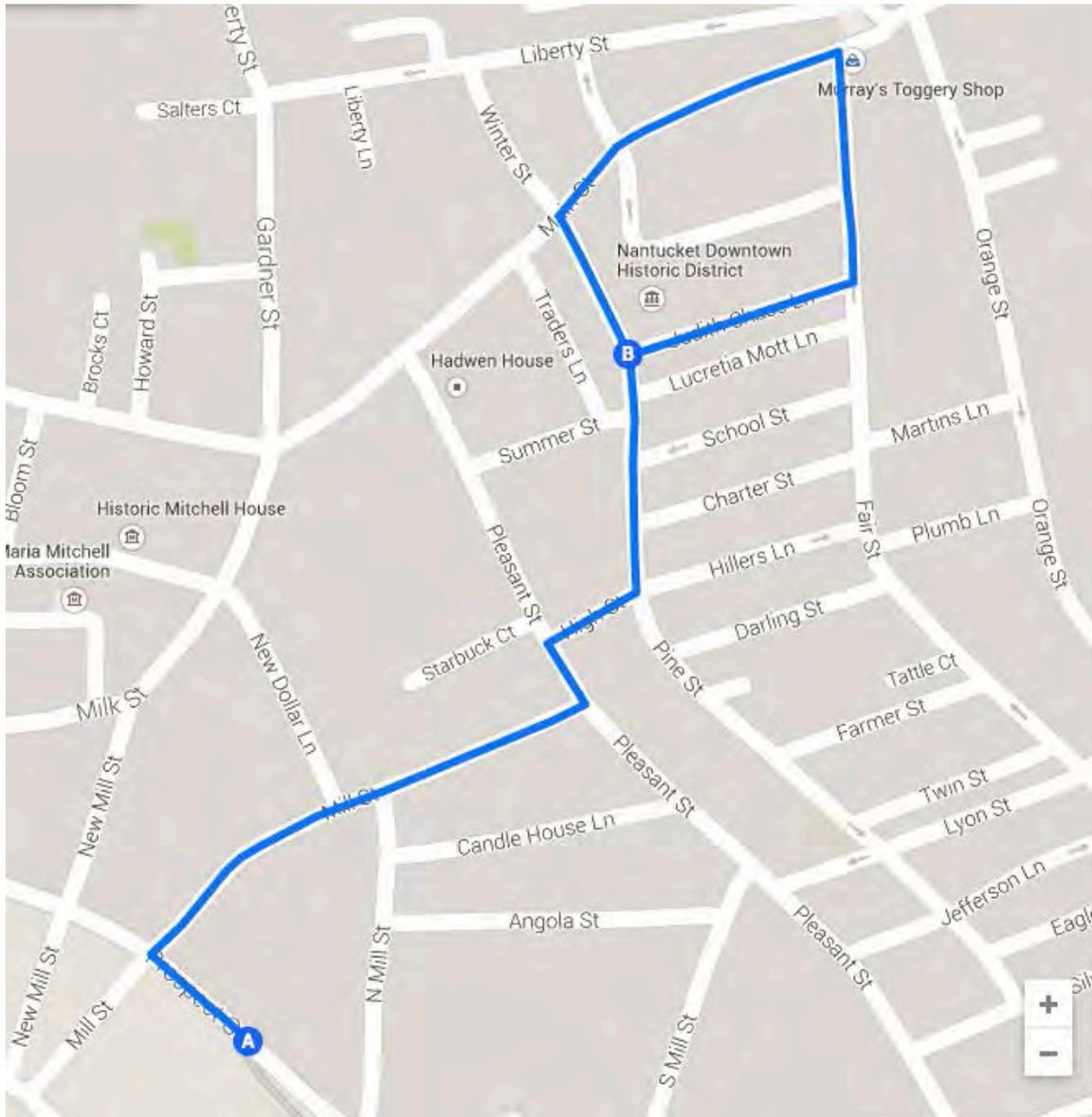


Figure 1. Proposed historic bicycle path. Red line indicates inbound route, green indicates outbound. Parks are marked in pale green and historic landmarks in blue.

### III. Visual Walk-through



Figure 2. View of Prospect Street, looking southeast up Mill Hill. North Mill Street is on the left.



Figure 3. Bikers would continue down the hill until the end of the bike path, then cross Prospect St. onto raised bike path, (to be constructed on north side of street, on left side of image) then turn right to continue onto Mill St. (shown at left in this image from Google Street View).



Figure 4. Mill St. Bike route runs from right to left.



Figure 5. Mill Street.



Figure 6. Example of existing bicyclist use on Mill Street.

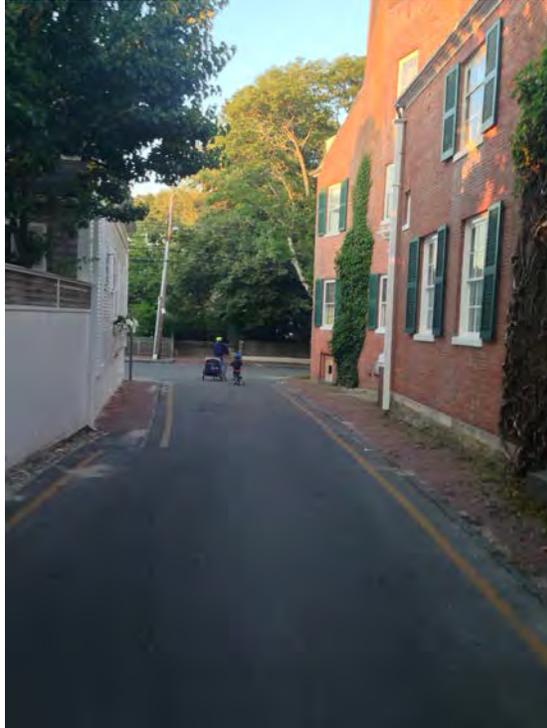


Figure 7. No parking on Mill Street.



Figure 8. Mill Street, looking east.



Figure 9. Transition from Mill Street (left) to Pleasant Street (right) looking south.



Figure 10. Transition from Pleasant Street (right) to High Street (center) looking east.



Figure 11. High Street.



Figure 12. High Street (left) transition to Pine Street (right).



Figure 13. Summer Street Church, landmark along route between Pine Street and Judith Chase Lane.

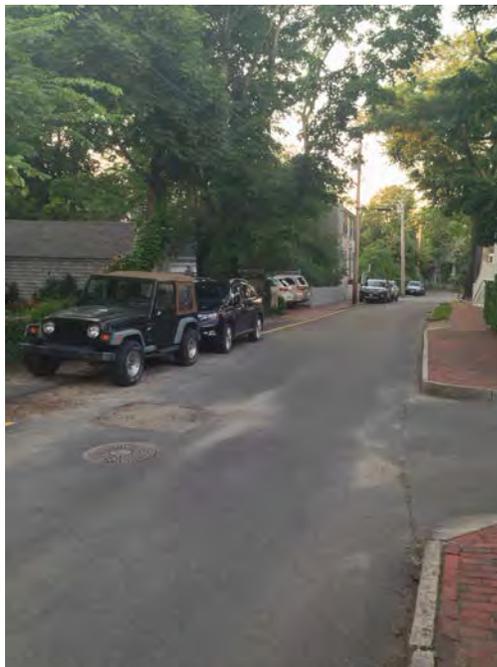


Figure 14. Pine Street, facing north. Bike route would run on both sides of street.



Figure 15. Pine Street.



Figure 16. Pine Street to Judith Chase. Bikers traveling out of town would walk their bikes up Main Street and cycle up Pine (on the left). Bikers traveling into town turn right onto Judith Chase Lane.



Figure 17. Transition between Pine Street (left) and Judith Chase Lane (right).



Figure 18. Judith Chase Lane.



Figure 19. Judith Chase Lane.



Figure 20. St. Paul's Church, landmark at intersection of Pine Street and Fair Street.



Figure 21. Transition between Pine Street (left) and Fair Street (right).



Figure 22. Pedestrian and bicycle use on Fair Street.



Figure 23. NHA Research Library, landmark on Fair Street.



Figure 24. Example of parked cars blocking sidewalk.  
At right, a pedestrian walks on the street.



Figure 25. Fair Street.



Figure 26. Fair Street Park.



Figure 27. Transition from Fair Street to Main Street.



Figure 28. Main Street, facing east.

# Nantucket Traffic Safety Group

## MEMORANDUM

**TO:** Board of Selectmen

**FROM:** Nantucket Traffic Safety Group

**DATE:** April 16, 2015

**SUBJECT:** Historic Bike Route Comments

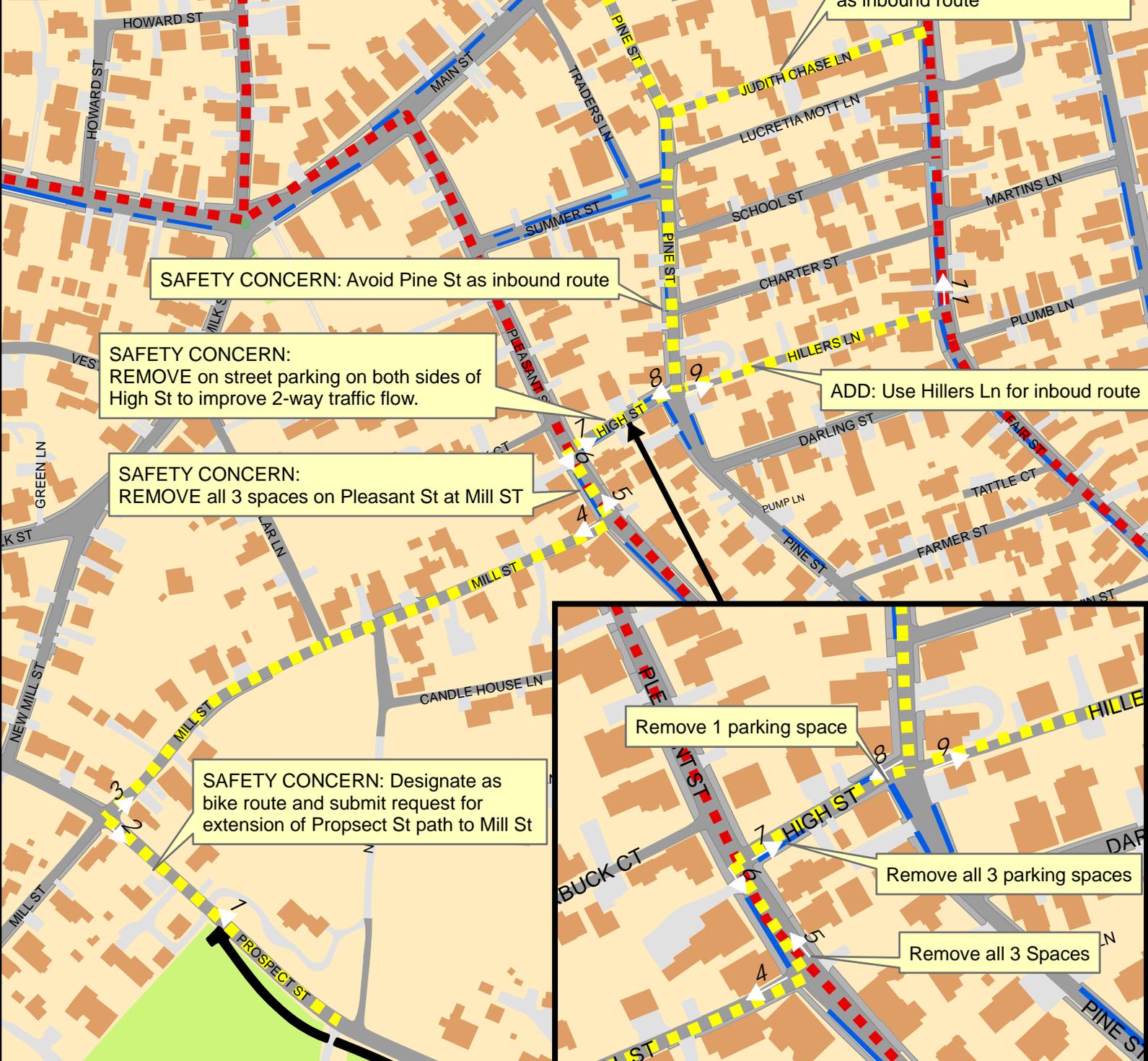
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As requested, the following recommendations of Nantucket Traffic Safety Group were made for your consideration at our April 16, 2015 meeting following a review of a proposed "Historic Bike Route" plan proposed by Selectmen Glidden. A map is attached that contains the following comments:

1. Avoid Pine Street and Judith Chase Lane as in-bound segments of the route, and use Hillers Lane instead for the in-bound route. This avoids directing bicycle traffic into conflicting vehicle traffic along one-way roadways.
2. Remove parking on both sides of High Street (approximately 4 parking spaces), and on Pleasant Street between Mill Street and High Street (approximately 3 parking spaces). This removes conflicts along the route between two-way bicycle and vehicle traffic where the on street parking spaces reduce the roadway with to essentially one lane.
3. Add bike route stencils at the 11 locations as shown on the map of comments, and add stop bars at all intersections along the route. These pavement markings will maximize safety along the route and will alert drivers of the bike route and serve as a way finding guide for bicyclists.
4. Recommend extending the Prospect Street path to the intersection of Mill Street. The portion of the route between the end of the Prospect Street path and Mill Street is a safety concern. Although a sidewalk along the south side of Prospect Street has been recommended, a path for bicyclists separate from the roadway would improve the safety of the existing "share the road" condition.

Thank you.

- Proposed Bike Route Stencils
  - Proposed Historical Bike Route
  - Existing Bike Route
- Parking Restrictions**
- 15 Minute
  - 20 Minute
  - 30 Minute
  - 1 Hour
  - 2 Hour
  - Disabled Parking
  - Private
  - Existing Paved Paths





High St

Remove on street parking on both sides of High St

Install STOP sign and STOP bar at Pleasant St intersection

Remove on street parking on both sides of High St

© 2015 Google

© 2015 Google

41°16'48.49" N 70°06'05.52" W elev 44 ft

Google earth

Eye alt 52 ft

From: Jason Bridges  
Sent: Tuesday, April 28, 2015 10:07 AM  
To: Erika Mooney; Mike Burns  
Subject: RE: Historic Bike Path Route Idea

The BPAC comments/suggestions re: Glidden's proposed historic bike path are below:

- No bikes should be directed to go the wrong way on a one-way street, use High St/Hillers Ln to Fair St, and Main-Pine-High St coming from Town
- Eliminate one parking spot on the north side of High St
- Eliminate 2-3 parking spots on Pleasant St to improve visibility for bikes and vehicle traffic
- Construction of extended bike path on Prospect St be moved to after 2015 summer season
- Share the Road stencils and directional markers should be on the road with improved signage

Jason



# Nantucket Planning Office

## MEMORANDUM

**TO:** Board of Selectmen

**FROM:** Mike Burns, AICP  
Transportation Planner 

**DATE:** May 1, 2015

**RE:** Historic Bike Route Comments

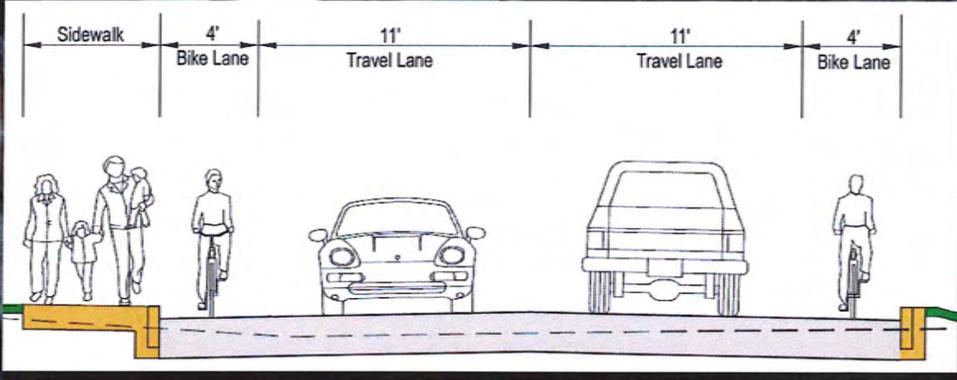
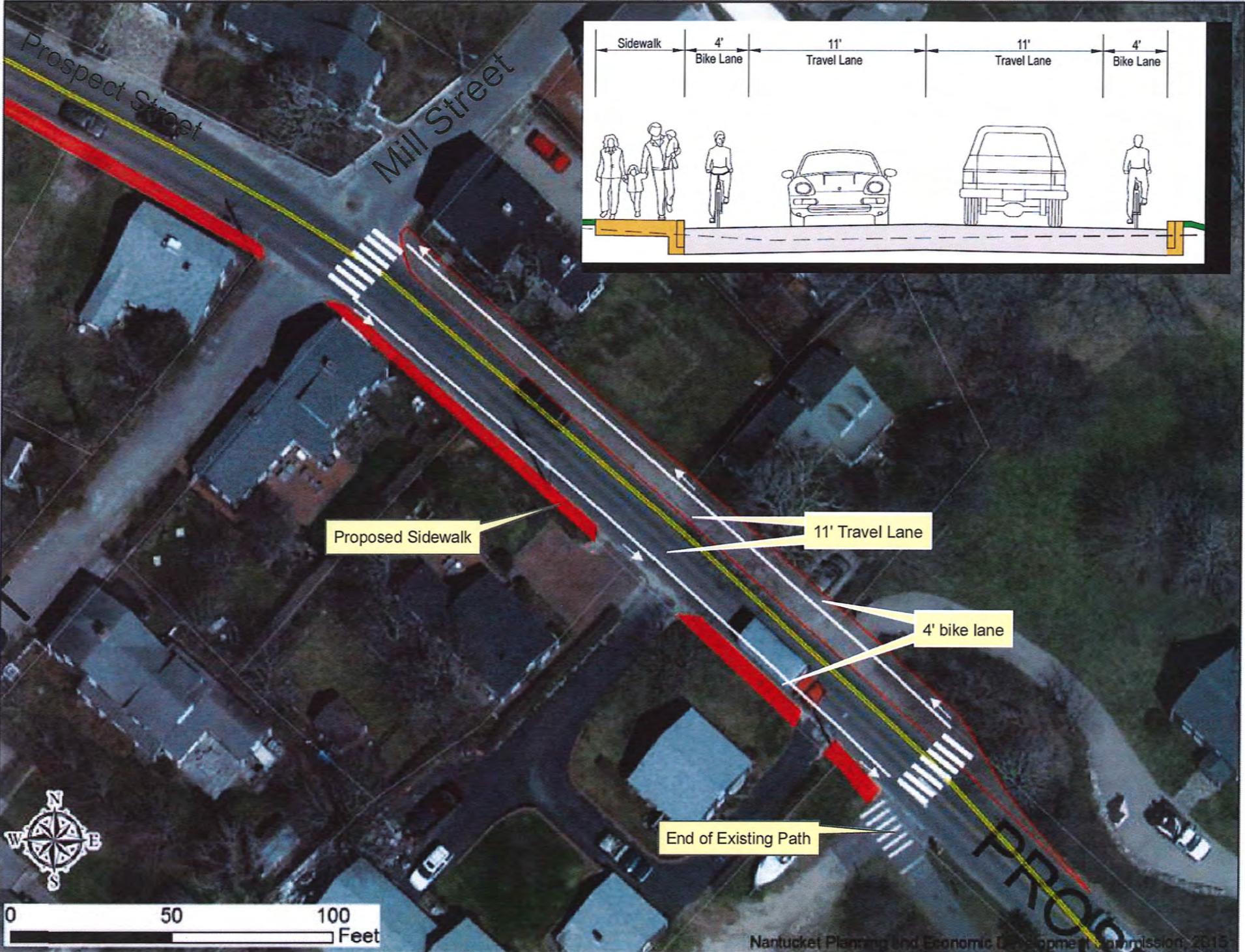
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This memo is in response to your request to provide comments on a Historic Bike Route as proposed by Selectmen Glidden. As you may know, I serve as staff to the Bicycle and Pedestrian Advisory Committee (BPAC) and as Chair of the Traffic Safety Work Group (TSWG) who were also requested to comment on the proposal. The primary difference between the comments of BPAC and TSWG concerns the existing on-street parking on High Street between Pleasant Street and Fair Street. Although BPAC supports removing only one parking space located on the north side of High Street near the intersection of Fair Street, TSWG supports removal of all parking along High Street.

High Street is a very narrow roadway – approximately 17 feet wide near the intersection of Pleasant Street and 14 feet wide near the intersection of Fair Street. This width does not accommodate a two-way traffic flow, especially with the presence of on-street parking that uses a portion of the roadway and sidewalk. If a two-way traffic flow is maintained along High Street with the encouragement of two-way bicycle traffic as proposed for this Historic Bike Route, I recommend that the Board of Selectmen support the recommendation of the Traffic Safety Work Group.

Thank you.





Proposed Sidewalk

11' Travel Lane

4' bike lane

End of Existing Path

0 50 100 Feet

**From:** [Mike Burns](#)  
**To:** [Silvio Genao](#); [Libby Gibson](#)  
**Cc:** [Kara Buzanoski](#); [Gregg Tivnan](#); [Erika Mooney](#)  
**Subject:** RE: REMINDER:  
**Date:** Monday, June 01, 2015 5:11:50 PM

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Libby – I watched last week’s meeting and read what was in the packet, and I notice that Silvio’s breakdown of the costs wasn’t included in the meeting packet. The breakdown that I’ve included below (Silvio’s construction totals with the other design cost considerations) is what we include on Capital Request Forms. Since we will likely start developing capital requests next month for FY 17, I can talk with DPW about merging this with the sidewalk project on the south side of Prospect St as one of the sidewalk improvements that will be submitted. Including this project (which is separate from the stenciling and parking removal) in the Capital Program was a recommendation from Traffic Safety and BPAC since there currently isn’t a funding source.

**Engineering/Right of Way:**

Survey/Design: \$10,000  
Legal/Appraisal/Damages: \$10,000  
Total Design: \$20,000

**Construction:**

Excavation: \$5,000  
Fill for base beneath new road shoulder (bike lane): \$4,500  
Berm (on the back of the shoulder): \$4,000  
Asphalt: \$20,000  
Total Construction: \$33,500  
Total Cost: \$53,500 **say \$55,000**

---

T. Michael Burns, AICP  
Transportation Planner  
Nantucket Planning Office  
2 Fairgrounds Road  
Nantucket, MA 02554  
Phone: 508-325-7587x7011  
Direct: 508-228-7238  
FAX: 508-228-7298

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**From:** Silvio Genao  
**Sent:** Thursday, May 21, 2015 3:20 PM  
**To:** Libby Gibson  
**Cc:** Kara Buzanoski; Mike Burns; Gregg Tivnan; Erika Mooney  
**Subject:** RE: REMINDER:

Assuming that the new road shoulder (bike lane) will be 275 feet long (the 250 measured plus an extra 20 feet if needed for a landing east of the crossing) and 8 feet wide, here are the costs I have estimated based on unit costs from our Fall 2014 and Spring 2015 roadwork contracts:

Excavation: \$5,000

Fill for base beneath new road shoulder (bike lane): \$4,500

Berm (on the back of the shoulder): \$4,000

Asphalt: \$20,000

Total estimated cost for work contracted: \$33,500, ***say \$35,000***

We (the DPW) would then mark the white line and the bike stencils (if required) and make any repairs to disturbed areas using loam and seed as needed.

If you have any questions or concerns, please let me know.

Thanks

Silvio A. Genao, P.E.

Town Engineer

Town of Nantucket DPW

188 Madaket Road

Nantucket, MA 02554

Office: 508-228-7244

Fax: 508-228-7289

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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “*Agreement*”) is entered into as of this \_\_\_\_\_ day of January, 2016 (the “*Effective Date*”), by and between **Town of Nantucket** (“*Seller*”), a Massachusetts municipal corporation, having an address of 16 Broad, Nantucket, MA 02554, and **Harbor Fuel Oil Corporation** (“*Buyer*”), a Massachusetts corporation, having a principal place of business at 10 Airport Road, P.O. Box 1400, Nantucket, MA 02554.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

### **1. DESCRIPTION OF PROPERTY.**

1.1 Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, a portion of the property located at 11 Industry Road, Nantucket, shown as Lot G on a plan recorded with the Nantucket Registry of Deeds as Plan 2010-62, and described in a deed recorded with the Nantucket County Registry Deeds in Book 1229, Page 100, which portion contains five (5) acres, more or less, is shown approximately on the plan attached hereto as Exhibit A (the “*Property*”) and which shall be shown more particularly on a plan prepared by Seller and satisfactory to the parties (the “*Plan*”)

### **2. PURCHASE PRICE.**

2.1 Purchase Price. The agreed purchase price for the Property is One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), which shall be paid as follows:

(a) Within one (1) Business Day after the Effective Date, Buyer shall deposit, by bank check or wire transfer, with Seller’s Attorney, an earnest money deposit in an amount equal to One Hundred Fifty Thousand Dollars (\$150,000.00) (the “*Deposit*”). The Deposit shall be held by Seller’s Attorney in a non-interest-bearing federally insured account, and shall be paid over to the party that becomes entitled to the Deposit under the terms of this Agreement. At Closing (as hereinafter defined), the Deposit shall be credited against the Purchase Price. After the expiration of the Property Inspection Period (as defined below), the Deposit shall be non-refundable to Buyer; provided, however, that if the purchase and sale of the Property is not consummated because Buyer terminates this Agreement in accordance with any provision permitting termination by Buyer (including, but not limited to, Sections 3 and 4 of this Agreement), or a default by Seller, the Deposit shall be refunded to Buyer. In the event that the Seller’s Attorney receives a written claim of default by either Buyer or Seller against the other, Seller’s Attorney shall not release the Deposit unless and until Seller’s Attorney receives either joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or direction from a court of competent jurisdiction as to the party entitled to receipt of the Deposit; and

(b) The balance of the Purchase Price, subject to adjustments and prorations provided in this Agreement, shall be paid to Seller’s Attorney by wire transfer of immediately available funds at the Closing for distribution to Seller, as set forth more particularly herein.

### 3. TITLE.

3.1 Title Objections. (a) Buyer shall obtain a preliminary title report or commitment (the "*Title Report*") issued by a title company, together with a copy of all instruments creating title exceptions described in the Title Report (the "*Exception Documents*"), all at its sole cost and expense. Beginning on the Effective Date and ending at 4:00 p.m. on December 31, 2016, Buyer shall have the right to provide Seller with a letter setting forth all of Buyer's objections to the Title Report and Exception Documents (collectively, the "*Title Objections*") and Seller shall have sixty (60) days after receipt of such letter ("*Seller Response Period*") to notify Buyer in writing ("*Seller's Response Notice*") of Seller's election, in its sole and absolute discretion, to either: (a) cure, on or prior to Closing, any of the Title Objections, or (b) not cure all or any of the Title Objections (and Seller's failure to respond within the Seller Response Period shall be deemed an election by Seller not to cure all the Title Objections). If Seller elects to cure any Title Objections, Seller shall cure such Title Objections at or prior to Closing.

(b) If Seller is unwilling to cure (or is deemed to have elected not to cure) any of the Title Objections, Buyer will have the option to either: (i) waive any Title Objections that Seller is unwilling to cure or is deemed to have elected not to cure; or (ii) terminate this Agreement by written notice to Seller delivered on or prior to the Property Termination Date (defined below). Failure to take either one of the actions described in (i) and (ii) above shall be deemed to be Buyer's election to take the action described in clause (i) above, Buyer shall have waived its right to terminate this Agreement under this Section 3, and the Deposit shall become non-refundable from and after the Property Termination Date (except as a result of a default by Seller hereunder and except as otherwise provided in this Agreement). Upon a timely termination by Buyer, this Agreement shall automatically terminate, the parties shall be released from all further obligations under the Agreement (except for those provisions that, by their terms, survive a termination of this Agreement), and Buyer shall obtain a refund of the Deposit. Buyer shall have been deemed to have approved any title matter that exists as of the Effective Date and that Seller is not obligated to remove or as to which either Buyer did not object to as provided above or to which Buyer did object, but with respect to which Buyer did not terminate this Agreement.

3.2 Permitted Exceptions. Buyer acknowledges and agrees that the Property shall be conveyed subject to the following matters: (a) any lien to secure payment of real estate taxes, including special assessments, not delinquent; (b) any and all applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy and/or enjoyment of the Property; (c) matters set forth in the Title Report and not included in the Title Objections; (d) Title Objections subsequently waived or deemed waived by Buyer in accordance with this Section 3; (e) the Restriction, the Subdivision Restriction and the Right of First Refusal (which terms are defined below), all of which shall be recorded immediately after the deed to the Property is recorded and prior to the recording of any mortgages, liens, or other encumbrances, (f) such other Title Objections as the title company shall commit to insure over or omit as exception, without any additional cost to Buyer, and (g) any lien, encumbrance, title exception or defect that are approved or deemed approved by Buyer after the date hereof. The foregoing matters are referred to herein, collectively, as the "*Permitted Exceptions.*" Notwithstanding anything stated to the contrary herein, Seller covenants and agrees to remove from the Property any lien or

encumbrance which is a mortgage, deed of trust and/or other debt instruments to the extent executed by Seller or expressly assumed by Seller in writing.

3.3A Restriction on Use. The Property shall be conveyed to Buyer subject to a restriction (the “*Restriction*”) that the Property be used solely for the following purposes (referred to herein as the “*Permitted Uses*”): (a) bulk fuel storage and energy distribution services, and (b) the following other uses, to the extent that these other uses are incidental to the primary use of the Property for bulk fuel storage and energy distribution services: (i) oil spill recovery and remediation services (remediation of oil spills and activities related thereto, including the removal of underground storage tanks); (ii) storage and trucking of drums, barrels, tanks and related equipment, (iii) routine service and repair of vehicles and equipment, (iv) fuel trucking services and storage and sales of materials related to fuel trucking business, and (v) parking of Buyer’s delivery vehicles, service vehicles and storage trailers, which Restriction shall run with and bind the Property for a period of thirty (30) years from the date that the deed from Seller to Buyer is recorded with the Nantucket County Registry of Deeds (the “*Restriction Period*”). The Restriction may, at Seller’s option, be included in the deed and/or set forth in a separate grant of restriction. The Property shall not be used during the Restriction Period for any purpose other than the Permitted Uses, and Seller shall have the right to enforce the terms of the Restriction.

3.3B Subdivision Restriction. The Property shall be conveyed to Buyer subject to a restriction (the “*Subdivision Restriction*”) that the Property shall not be divided or subdivided at any time during the Restriction Period. This Subdivision Restriction shall run with and bind the Property during the Restriction Period and shall be incorporated into the deed by which Seller conveys the Property to Buyer.

3.3C Right of First Refusal. Buyer agrees that Buyer shall grant Seller a right of first refusal to purchase the Property and shall execute and record at the closing the Right of First Refusal attached hereto as Exhibit B and incorporated herein.

3.3D Storage Capacity; Construction. Buyer agrees that the fuel storage tanks to be constructed and/or installed on the Property shall have such storage capacity (the “*Capacity Requirements*”) as is set forth more particularly in the Request for Proposals issued by Seller for the conveyance of the Property which provided for proposals to be submitted by October 24, 2014, the terms of which are attached hereto and incorporated herein, and further shall continue to comply with the Capacity Requirement after the closing. Buyer shall provide Seller with plans and specifications showing that the storage tanks or other containers meet the Capacity Requirements prior to the closing, and shall maintain such capacity. Further, Buyer agrees that it shall use commercially diligent efforts to complete the construction of the fuel tank and other improvements within two (2) years from the date on which the deed to the Property is recorded.

3.4 Survival. The provisions of subsections 3.3A, 3.3B, 3.3C, and 3.3D shall survive the closing.

3.5 Title and Practice Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts

Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

#### **4. INSPECTION PERIOD; BUYER'S APPROVALS.**

4.1 Inspections. Buyer and its agents, employees, contractors, consultants and representatives shall have a limited license to enter upon the Property from the Effective Date until 5:00 p.m. EST on \_\_\_\_\_, 2017 [*one (1) year from the Effective Date*] (the "*Property Inspection Period*") for the purpose of making, at Buyer's sole expense and at Buyer's sole risk, any and all inspections, surveys, and environmental investigations as Buyer deems reasonably necessary to ascertain the condition of the Property and its suitability for the Permitted Uses (collectively, the "*Physical Inspections*"). Notwithstanding the foregoing, Buyer agrees that Buyer shall not conduct any subsurface or invasive inspections unless: Buyer has notified Seller of the same in writing at least seven (7) days prior thereto and obtained Seller's prior written approval, including, without limitation, Seller's prior written approval of the location of such invasive inspections, which may not be unreasonably withheld. Buyer shall use commercially diligent efforts to complete the Physical Inspections as soon as practicable and to minimize any interference with the use of the Property by Seller and others entitled thereto. All of such entries upon the Property shall be at reasonable times during normal business hours and after at least forty-eight (48) hours prior written notice to Seller or Seller's agent (which notice may be sent by e-mail to \_\_\_\_\_ at \_\_\_\_\_), and Seller or Seller's agent shall have the right to accompany Buyer during any activities performed by or on behalf of Buyer on the Property.

4.2 Buyer's Right to Obtain Permits. The Buyer shall have the right, prior to the time for delivery of the deed, to apply for any and all necessary permits, approvals, and licenses in connection with the Permitted Uses which the Buyer may wish to perform upon the Property. All such permits, approvals, and licenses shall be obtained at the sole risk and expense of the Buyer, and no work is authorized to be done upon the Property in connection therewith. The Seller agrees to cooperate in any reasonable manner in connection with the making of applications for any such permits, approvals, and licenses, including providing written authorization, as may be required, all at Buyer's cost, but the Buyer acknowledges that the Seller has no control over and cannot guarantee that permits, approvals and/or licenses required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

4.3 Insurance. Before Buyer or any of the other Buyer Parties (defined below) enters the Property for any reason, Buyer shall (i) obtain policies of general liability insurance that insure Buyer, its agents and representatives with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage and name Seller as an additional insured, and workers compensation insurance in amounts required by law, such insurance policies to be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better, and (ii) provide Seller with copies of the policies of such insurance, evidencing that Buyer has complied with the foregoing provisions.

4.4 Repair, Restoration. Except as provided below, if Buyer or any of the other Buyer Parties (defined below) disturb or damage the Property or any other property of Seller, Buyer

shall promptly restore or repair the Property and/or the other property to the same condition as existed prior to such disturbance or damage, it being acknowledged that the failure to repair/restore the Property and/or the other property promptly shall be a material default under this Agreement, unless the Seller agrees in writing to waive a specific repair. Notwithstanding the foregoing, if it is reasonably necessary for Buyer to disturb and remove vegetation (including trees) on the Property, Buyer shall not be obligated to restore and/or replant such vegetation. The foregoing obligation shall survive the termination of this Agreement.

4.5 Indemnification; Release. Buyer agrees to release, discharge, indemnify, defend and hold harmless Seller and/or its agents, employees, representatives, board members, directors, and others acting by and through Seller (collectively, with Seller, the “*Seller Parties*”) against any damages, claims, losses, liabilities, costs and expenses, which may be imposed upon or incurred by any of the Seller Parties arising out of or related to Physical Inspections of the Property and/or the entry upon and/or activities undertaken by Buyer and/ or its agents, contractors, employees, representatives, and/or invitees (collectively, with Buyer, the “*Buyer Parties*”), except to the extent that the same may be caused by the negligence or intentional misconduct of any of the Seller Parties. The obligations of Buyer pursuant to this Section 4(d) shall survive the Closing and the termination of this Agreement.

4.6 Terms of Use. During the Property Inspection Period, Buyer may review the Property at its sole cost and expense to determine its suitability for Buyer’s proposed use of the Property. Seller agrees to use good faith and reasonable efforts to cooperate with Buyer, at Buyer’s cost.

4.7 Property Termination. If Buyer determines that the condition of the Property is not acceptable under Section 4.1, Buyer shall have the right to terminate this Agreement by notifying Seller of such termination in writing prior to the expiration of the Property Inspection Period (said date, the “Property Termination Date”). Upon such timely termination, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Agreement except for such obligations expressly intended to survive termination. If Buyer fails to so notify Seller of Buyer’s termination of this Agreement prior to the Property Termination Date, then Buyer shall have waived any right to terminate this Agreement pursuant to this Section 4. Buyer shall be deemed to have approved the condition of the Property as of Property Termination Date and the Deposit shall be non-refundable from and after the Property Termination Date, except as a result of a default by Seller hereunder and except as otherwise provided in this Agreement.

4.8 As-Is. If Buyer does not terminate this Agreement prior to the Property Termination Date, Buyer acknowledges and agrees that it accepts the Property in its “AS IS” condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than as expressly set forth in this Agreement. Buyer acknowledges and agrees that, except as stated in this Agreement, neither Seller nor any of the other Seller Parties have made any representation or warranty, direct or indirect, oral or written, express or implied, to Buyer or any of the other Buyer Parties with respect to the condition of the Property, its fitness for any particular purpose, or its compliance with any laws, and Buyer is not aware of, and does not rely upon any such representation to any other party. Buyer acknowledges that, as of the Property Termination Date, Buyer will have had the opportunity to

make such inspections of the Property as it deems necessary or appropriate. Any information, documents or materials now or hereinafter provided to the Buyer, if any, are made available solely as an accommodation to Buyer in the conduct of its due diligence, and that, by providing such information to Buyer, Seller makes no representation or warranty whatsoever, express or implied, as to the accuracy or completeness thereof. The provisions of this Section shall survive the Closing.

## **5. CONDITIONS TO CLOSING.**

5.1 **Objectives.** Buyer currently operates a bulk fuel storage facility on property located at 4 New Whale Street and 9 Salem Street and identified by the Assessors as Parcels 42.3.1-88 and 42.3.1-89 (together, the “*Winthrop Property*”) and owned by Peter Braverman and Michael L. Ashner, Trustees of Winthrop Nantucket Nominee Trust (“*Winthrop*”), pursuant to a lease that is scheduled to expire on December 31, 2019 (the “*Winthrop Lease*”). Buyer and Seller have entered into this Agreement, pursuant to which Buyer will construct a bulk fuel storage facility on the Property and move the bulk fuel storage business from the Winthrop Property to the Property.

5.2 **Seller Contingencies.** The parties acknowledge and agree that Seller’s obligations hereunder contingent, at Seller’s option, on the satisfaction of following conditions (the “*Seller Contingencies*”) on or before the Closing Date, which conditions Seller agrees to use good faith efforts to satisfy:

(a) Winthrop and Seller shall have entered into a mutually satisfactory agreement wherein Winthrop agrees not to use Winthrop Property for fuel storage purposes or for the purpose of fuel sale and/or distribution for a period of at least ninety-nine (99) years (the “*Winthrop Agreement*”);

(b) Buyer and Seller shall have executed the Restriction, the Subdivision Restriction, and the Right of First Refusal;

(c) Buyer shall have provided plans and specifications showing that Buyer shall construct storage facilities that meet the Capacity Requirements; and

(d) Buyer shall have obtained the Project Financing (defined below).

5.3 **Buyer’s Contingencies.** The parties acknowledge and agree that Buyer’s obligations hereunder are contingent, at Buyer’s option, on the satisfaction of the following conditions (the “*Buyer Contingencies*”) on or before the date that is sixty (60) days prior to the Closing Date, which conditions Buyer agrees to use good faith and commercially diligent efforts to satisfy:

(a) Buyer shall have obtained financing from institutional lenders on terms reasonably satisfactory to Buyer and in an amount sufficient in the reasonable judgment of Buyer and Seller to pay the purchase price for the Property and undertake and complete the Project (the “*Financing*”). Buyer shall provide Seller with firm Financing commitments, including, but not limited to construction loan commitments and permanent loan commitments by the Pre-Closing Date and Buyer shall, prior to or simultaneously with the execution and delivery of the deed to

the Property, close on the Financing, whereby Buyer shall receive access to funds to undertake and complete the Project;

(b) Buyer shall have obtained any and all permits, approvals, licenses and other authorizations necessary to use the Property for the Permitted Uses and to undertake the Project, on terms satisfactory to Buyer; and

(c) Buyer shall have obtained Winthrop's written agreement, on or prior to the Closing, to terminate the Lease once the Project has been substantially completed to the point it can be utilized by Buyer for the Permitted Uses.

5.4 Extension. In the event that Buyer does not satisfy the Buyer Contingencies despite the use of good faith and/or commercially diligent efforts within the time permitted under Section 5.3, Buyer may, with Seller's prior written consent, which shall not to be unreasonably withheld, satisfy the Buyer's Contingencies on or before the Closing Date.

5.5 Termination. In the event that Buyer Contingencies and/or the Seller Contingencies are not satisfied on or prior to the Closing Date, this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Agreement except for such obligations expressly intended to survive termination.

## **6. DELIVERABLES AT CLOSING.**

6.1 Items to be Delivered by Seller. Seller shall execute, acknowledge and deliver, as applicable, to Buyer's attorney on or prior to the date of Closing, the following: (i) an original, recordable quitclaim deed conveying fee title to the Property to Buyer (the "*Deed*"), subject only to Permitted Exceptions and the Restriction and/or other restrictions set forth herein; (ii) a settlement statement showing all of the payments, adjustments and prorations provided for in Section 7.1 of this Agreement and otherwise agreed upon by Seller and Buyer ("*Closing Statement*"); (iii) such customary and usual certificates and affidavits as Buyer's title insurance company may reasonably require in order to issue the Title Policy without exception for mechanic's and materialmen's liens, broker's liens, rights of parties in possession, without cost or expense to Seller; and (iv) evidence, reasonably satisfactory to Buyer's attorney, of authority of any person or persons executing instruments for or on behalf of Seller.

6.2 Items to be Delivered by Buyer. Buyer shall execute and deliver, as applicable, to the Seller's attorney the following: (i) the Purchase Price less the Deposit that is applied to the Purchase Price, plus or minus applicable prorations, deposited by Buyer with the Seller's Attorney in immediate, same-day federal funds wired for credit into the Seller's Attorney's escrow account on the Closing Date, which funds shall remain in escrow until the deed has been recorded; (ii) a signed counterpart of the Closing Statement; (iii) evidence, reasonably satisfactory to Seller's attorney, of authority of any person or persons executing instruments for or on behalf of Buyer, and (iv) such other documents, instruments and items as may be reasonably required by the Seller's Attorney and/or Seller to consummate the transaction contemplated by this Agreement, including, without limitation, a disclosure form under G.L. c.7C, §38.

**7. ADJUSTMENTS.**

7.1 Taxes and Assessments. Buyer shall pay at closing a payment in lieu of taxes as required with G.L. c. 44, §63A and the amount thereof shall be added the purchase price payable by BUYER at the time of delivery of the deed. 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. Buyer shall be responsible for any liens for municipal betterments assessed after the date of this Agreement.

**8. Intentionally Deleted.**

**9. CLOSING.**

9.1 Closing. The consummation of the purchase and sale of the Property which is the subject of this Agreement (the "Closing") shall be at 11:00 a.m. EST on September 6, 2018 (or such earlier date that the Buyer Contingencies and the Seller Contingencies have been satisfied, the "Closing Date"), and shall take place at the Nantucket Registry of Deeds or a closing by mail, at Seller's option. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, and such recording shall take place by 3:45 p.m. on the Closing Date, which recording shall not be unreasonably delayed beyond customary conveyancing practices. All funds shall be held in escrow by Seller's Attorney who shall release the funds to Seller only upon the recording of the deed.

**10. EMINENT DOMAIN.**

10.1 Taking. Notwithstanding anything herein to the contrary, in the event that of all or a Substantial Part of the Property is taken by eminent domain by an entity other than Seller, Seller or Buyer may each, at its option, terminate this Agreement, whereupon the Deposit shall promptly be returned to Buyer. "Substantial Part" is defined herein as that portion of the Property which would materially and adversely prevent Buyer from undertaking the Project and/or using the Property for the Permitted Uses.

**11. REMEDIES.**

11.1 Default. If Buyer fails to perform any covenant or obligation provided herein, and Buyer fails to cure such failure or breach within ten (10) days after written notice from Seller, Buyer and Seller hereby acknowledge and agree, after due negotiation, that the amount of the Deposit represents a reasonable estimate of the damages which Seller will sustain in the event of such Buyer default. Buyer and Seller hereby agree that Seller may as its sole remedy, in the event the Closing fails to occur due to a Buyer default, terminate this Agreement by written notice to Buyer and the Seller's Attorney, cancel the escrow and receive the Deposit as liquidated damages and the Seller's Attorney shall immediately deliver the Deposit to Seller. Such retention of the Deposit by Seller is intended to constitute liquidated damages to Seller and shall not be deemed to constitute a forfeiture or penalty. Nothing in this Section shall (i) shall prevent or preclude any recovery of attorneys' fees or other costs incurred by Seller pursuant to

Section 13.4 or any other provision of this Agreement or impair or limit the effectiveness or enforceability of the defense and indemnification obligations of Buyer contained in this.

11.2 Survival. The provisions of this Section 11 shall survive the termination of this Agreement.

## 12. EXTENSIONS.

12.1 Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

## 13. MISCELLANEOUS.

13.1 Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

13.2 Brokers' Commissions. Seller and Buyer each hereby represent and warrant to each other that it has not dealt with or engaged any broker or finder in respect to the transaction contemplated hereby. Seller and Buyer each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, damages, awards, costs and expenses resulting from the claims of any broker, finder, or other such party claiming by, through or under the acts or agreements of the indemnifying party. The provisions of this paragraph shall survive the Closing.

13.3 Waiver; Consent. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other party for which consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

13.4 Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between Seller and Buyer in connection with this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

13.5 Notices. Any notice, request, demand, instruction or other document to be sent, given, provided or served hereunder shall be in writing and shall be delivered personally, facsimile or e-mail (with hard copy to follow the next Business Day by overnight mail) or by

nationally recognized overnight courier service or sent by certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Buyer: Harbor Fuel Oil Corporation  
10 Airport Road  
P.O. Box 1400  
Nantucket, MA 02554  
Phone: 508-228-2411  
Facsimile:  
E-Mail:

with a copy to  
Buyer's Attorney: Kenneth A. Gullicksen, Esq.  
Reade Gullicksen Hanley & Gifford LLP  
6 Youngs Way  
P.O. Box 2669  
Nantucket, MA 02584  
Phone: 508-228-3128  
Facsimile: 508-228-5630

If to Seller: Nantucket Town Hall  
16 Broad Street  
Nantucket, MA 02554  
Attn: Town Manager  
Phone: (508) 228-7255  
Facsimile: (508) 228-7272

with a copy to  
Seller's Attorney: Shirin Everett, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110  
Phone: (617) 556-0007  
Facsimile: (617) 654-1735  
E-Mail: severett@k-plaw.com

13.6 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written express or implied, are hereby superseded and merged herein.

13.7 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

13.8 Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, and any and all disputes, issues and claims of any kind or nature relating to this Agreement and/or the Property shall be brought in the courts of the Commonwealth of Massachusetts.

13.9 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.10 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both Buyer and Seller.

13.11 Date of Performance. All references to “days” in this Agreement shall be construed to mean calendar days unless otherwise expressly provided. If the date on which any performance required hereunder is other than a Business Day, then such performance shall be required as of the next following Business Day. The term “*Business Day*” shall mean a day that is other than a Saturday, Sunday or holiday in which the banks in Massachusetts are authorized to close. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., Eastern Standard Time.

13.12 Time of Essence. Time is of the essence of every provision of this Agreement of which time is an element.

13.13 Effective Date of this Agreement. The Effective Date of this Agreement shall be the last date on which fully-executed Agreements or counterpart signature pages have been delivered.

13.14 Counterparts; PDF Execution; Drafts not an Offer to Enter into a Legally Binding Agreement. This Agreement may be executed in multiple counterparts (which counterparts may be executed by facsimile) which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. Delivery of an executed counterpart of this Agreement via electronic mail shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by electronic mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

13.15 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, on or prior to the Closing Date any and all such further acts, deeds and assurances as Buyer or Seller,

as the case may be, may reasonably require in order to consummate fully the transactions contemplated hereunder.

13.16 Survival. Notwithstanding anything stated to the contrary in this Agreement, the provisions of this Agreement stated herein to survive the Closing and/or the termination of this Agreement shall so survive, including, without limitation, the provisions of Sections 4.4, 4.5, 4.8, and 11.

13.17 No Personal Liability. Notwithstanding anything stated to the contrary herein, (i) Seller's liability under this Agreement shall be limited solely to Seller's interest in the Property, and (ii) in no event and under no circumstances shall Seller or its board members, administrator, agents, and/or representatives shall have any personal liability hereunder.

13.18 Waiver of Jury Trial. To the extent permitted by applicable law, the parties hereby waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13.19 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

[signatures on the following page]

Signed by the parties as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET,  
By its Board of Selectmen

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

HARBOR FUEL OIL CORPORATION

By: \_\_\_\_\_  
Name: Todd Boling  
Title: President

By: \_\_\_\_\_  
Name: Fred Boling  
Title: Treasurer

SELLER'S ATTORNEY

By: \_\_\_\_\_  
Name:  
Title:

**[TO BE SIGNED AT CLOSING]**

**RIGHT OF FIRST REFUSAL**

**Harbor Fuel Oil Corporation** (“Grantor”), a Massachusetts corporation, having a principal place of business at 10 Airport Road, P.O. Box 1400, Nantucket, MA 02554, for itself and its successors and assigns, hereby grants to the **Town of Nantucket** (the “Grantee” or “Town”), a Massachusetts municipal corporation, having an address of 16 Broad Street, Nantucket, MA 02554, a right of first refusal to purchase the Premises described below.

**Recitals**

Whereas, the Town conveyed to Grantor, by deed recorded with the Nantucket County Registry Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Deed”), a certain five (5)-acre parcel of vacant land located on Industry Road, Nantucket, described more particularly in the Deed and shown as “\_\_\_\_\_” on a plan recorded with the Nantucket Registry of Deeds as Plan \_\_\_\_\_ (the “Land”), which Land is subject to a restriction, set forth more particularly in the Deed, prohibiting the Land to be used for purposes other than the permitted uses set forth in the Deed (the “Permitted Use”) for the Option Term (defined below);

Whereas, Grantor purchased the Land for consideration of \$1,500,000;

Whereas, the parties agreed that should Grantor wish to convey the Land, the Town shall have a right of first refusal to purchase said Land and any improvements thereon; and

Whereas, the parties wish to set forth herein the terms of Grantee’s purchase rights.

Now, therefore, in consideration for One Dollar (\$1.00), the adequacy and receipt of which is hereby acknowledged, and the conveyance of the Land by Grantee to Grantor, the parties hereby agree as follows:

1. **Right of First Refusal.** Grantor hereby grants Grantee a right of first refusal, which shall be enforceable for a period of thirty (30) years from the date this Right of First Refusal is recorded with the Nantucket County Registry of Deeds (the “Option Term”), to purchase the Land and any and all buildings, structures and other improvements then existing on and affixed to the Land (the “Improvements” and, with the Land, the “Premises”) at the price and on the terms set forth herein (this “Right of First Refusal”).

2. **Grantor’s Notice.** If, during the Option Term, Grantor receives a bona fide written offer to purchase the Premises or any portion thereof from a purchaser and enters into a purchase and sale agreement with said purchaser (as set forth more particularly herein, the “Purchase Agreement”), Grantor shall send written notice thereof to the Town within thirty (30) days of entering into the Purchase Agreement and include a certified copy of said Purchase Agreement, which Purchase Agreement shall, in addition to containing customary conveyancing provisions, disclose: the purchase price of the Premises, the closing date and any extensions

thereof, the contingencies to the sale, if any, and any and all other material terms of the transaction (the notice, with the Purchase Agreement, the “*Grantor Notice*”).

3. Purchase Price. Once the Town has received a Grantor Notice (including a Purchase Agreement) that complies with the provisions of Section 2 (the “Start Date”), the Town shall have the right, to be exercised in its sole and absolute discretion, to purchase the Premises at the “*Town Price*”, which is the purchase price set forth in the Purchase Agreement less the Permitted Deduction. The “*Permitted Deduction*” is calculated by subtracting \$1,500,000 from the assessed value of the Land (exclusive of any improvements) as of the Start Date (as determined by the Nantucket Assessor’s Office), and dividing the balance by 2, so that the Town and Grantor each obtain half of the balance.

4. Preliminary Purchase Notice. If the Town intends to purchase the Premises, the Town shall, within sixty (60) days from the Start Date, provide the Grantor with written notice of the Town’s election to exercise its right to purchase the Premises (the “*Preliminary Purchase Notice*”) on the same terms and conditions as set forth in the Purchase Agreement (except the purchase price and the closing date, as set forth more particularly below). If the Town fails to provide the Preliminary Purchase Notice within said sixty (60)-day period, the Town shall be deemed to have waived its right to purchase the Premises on the terms set forth in the Purchase Agreement, but the Town’s Right of First Refusal shall survive the sale of the Premises and continue to run with and bind the Premises for the balance of the Option Term, as set forth herein.

5. Conditions, Closing. In the event that the Town timely sends Grantor the Preliminary Purchase Notice, the Town shall have, from the expiration of said sixty (60)-day period, an additional one hundred eighty days (180) (the “*Contingency Period*”) to satisfy the Conditions and acquire the Premises. The Grantor acknowledges that the Town’s obligations are contingent at the Town’s sole option on the satisfaction of the conditions set forth in the Preliminary Purchase Notice, if any, and those set forth herein (collectively, the “*Conditions*”): (a) the Town shall have obtained a favorable vote of Nantucket Town Meeting authorizing the acquisition of the Premises and appropriating the Town Price, and, if applicable, the voters shall have approved a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, at a town election for this purpose (the Grantor acknowledges that the Town is unable to pay a deposit, if required under the terms of the Purchase Agreement; full payment will be made at closing). The Grantor agrees that the Town shall have no obligation to pay a deposit in connection with the transaction, regardless of the terms of the Purchase Agreement; (b) the Town shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property, if applicable; (c) Grantor shall have complied with the disclosure provisions of G.L. c.7C, §38, (d) Grantor shall have waived and released any rights that Grantor may have to relocation benefits under the provisions of G.L. c. 79A and shall defend, indemnify and hold the Town harmless as to any claim for relocation benefits or payments brought against the Town by any former or present tenant or occupant of the Premises and pay any costs incurred by the Town resulting from any such claim; (d) the Town’s satisfaction with the condition of and the title to the Premises in its sole and absolute discretion. Grantor agrees that the Town shall have reasonable access to the Premises from the Start Date until the expiration of the Contingency Period to conduct such inspections, surveys, surface and subsurface tests, and

observations, including inspections for hazardous materials, waste, toxic substances and/or oil, as such terms are used and/or defined in G.L. c.21E and under any applicable federal and/or state laws, rules, and regulations (“*Hazardous Waste*”), as the Town may deem appropriate, even if the Purchase Agreement does not contain such rights; and (e) any other requirements of the Massachusetts General Laws relative to the acquisition of property by the Town, provided that compliance with such requirements shall not entitle the Town to extend the Town Closing Date. The Town shall have until the expiration of the Contingency Period (the “*Town Closing Date*”) to satisfy the Conditions and to acquire the Premises.

6. Sale to Buyer. If the Town fails to give the Preliminary Purchase Notice on or prior to the expiration of the sixty (60)-day period, as set forth in Section 4, or to acquire the Premises on or prior to the Town Closing Date, as set forth in Section 5 above (either, a “*Permitting Event*”), Grantor may, subject to Section 10, convey the Premises to the buyer identified in the Purchase Agreement (or to such buyer’s permitted nominee or assignee permitted under the Purchase Agreement, the “*Buyer*”) at a price no lower than the purchase price stated in the Purchase Agreement (the “*Original Purchase Price*”) and on the other terms and conditions set forth in the Purchase Agreement, with the closing to occur no later than one (1) year from the Permitting Event, notwithstanding the date in the Purchase Agreement (which conveyance is referred to herein as the “*Permitted Sale*”), provided, however, that the Town’s Right of First Refusal shall survive the Permitted Sale and continue to apply to any subsequent sale or conveyance of the Premises by the Buyer and shall continue to run with and bind the Premises for the balance of the Option Term. The Grantor agrees that it shall not sell or otherwise convey the Premises (a) for a price lower than the Original Purchase Price, (b) on terms different from those stated in the Purchase Agreement, or (c) after the expiration of said one (1) year period, without giving a new Grantor Notice, whereupon the parties shall follow the provisions set forth in Sections 2 through 5 above. Grantor shall send the Town a copy of the recorded deed conveying the Premises to the Buyer within ten (10) days from the Permitted Sale.

7. Condition of Premises at Closing. If Hazardous Waste is present on the Premises and such environmental condition was caused and/or exacerbated by actions and/or omissions of Grantor and/or its agents, employees, contractors, lessees, invitees and/or by others acting by or through Grantor, Grantor agrees to remediate the same to a condition substantially similar to its condition as of the date that the Grantor acquired the Premises, prior to conveying the same to the Town.

8. Closing. On or prior to the Town Closing Date, the Grantor shall deliver the Premises to the Town by a good and sufficient quitclaim deed conveying good and clear record and marketable title thereto, and otherwise in accordance with the terms set forth in the Purchase Agreement Notice.

9. Exempt Transfer. The Town acknowledges that the Town’s rights to purchase the Premises under this Right of First Refusal shall not apply if: (a) Grantor conveys the Premises to a buyer that will continue to use the Premises for the Permitted Uses for the balance of the Option Term, and such buyer provides the Town with an affidavit signed under the pains and penalties of perjury prior to the closing, agreeing to such continuation, and/or (b) Grantor conveys the entire Premises to a third party purchaser who also purchases all of Grantor’s

remaining assets, including, without limitation, the business conducted by Grantor at the Premises, the equipment, machinery and/or other personal property of Grantor used in connection therewith, Grantor's shares and stocks, any and all permits, licenses, approvals, and warranties that may be so transferred or assigned, and assumes all of Grantor's liabilities (the foregoing, an "*Asset Sale*"), provided that Grantor has provided the Town a copy of its asset purchase agreement and any other agreement related to the foregoing at least sixty (60) days prior to the consummation of the Asset Sale (either, an "*Exempt Transfer*"), provided that Grantor complies with Section 10 and an affidavit from the transferee, acknowledging that the Premises shall be used for the Permitted Uses. Notwithstanding the foregoing, this Right of First Refusal and Use Restrictions shall be binding on said purchaser with respect to the sale or conveyance of the Premises or any portion thereof by such purchaser, and shall continue to run with and bind the Premises for the Option Term. Grantor shall send the Town a copy of the recorded deed conveying the Premises to the purchaser within ten (10) days from the Exempt Transfer.

10. Good Faith Efforts. Notwithstanding anything in this Right of First Refusal to the contrary, Grantor agrees that, before it enters into a Purchase Agreement with a buyer who will or intends to use the Premises for any use other than the Permitted Use, it shall use good faith and commercially diligent efforts to market the Premises to find a buyer who will purchase the Premises for the Permitted Use. Such efforts shall require, at a minimum, that Grantor retain a broker, licensed by the state and experienced with commercial real estate transactions, to market the Premises for the Permitted Use in local and state listings. If such efforts fail to locate such a buyer after one (1) year has expired from the date that Grantor listed the Premises for sale with a realtor and informed the Town in writing of the same, Grantor may sell the Premises to a buyer for a non-Permitted Use, subject to the Town's right of first refusal and the other terms hereof.

11. Payment to Town. Notwithstanding anything in this Right of First Refusal to the contrary, Grantor agrees that, in the event the Premises are conveyed during the Option Term to a party other than the Town for any reason, or if there is an Exempt Transfer, Grantor shall pay the Permitted Deduction to the Town in immediately available funds at the closing (a closing on the conveyance of the Premises and/or at closing under of the Asset sale). In the event of the payment of the Permitted Deduction, the Town acknowledges that, if it thereafter exercises its Right of First Refusal, the Town shall purchase the Premises at the same price as that offered by the buyer, but otherwise in accordance with the terms hereof, or, in the event of an additional Exempt Transfer no payment of an additional Permitted Deduction shall be due to the Town.

12. Option Period. The parties acknowledge and agree that the terms of this Right of First Refusal and the Town's purchase rights hereunder shall run with the Premises, bind Grantor and its successors and assigns, and remain enforceable for the full Option Term. Without limiting the foregoing, the parties acknowledge that, as modified by Paragraph 10, the Right of First Refusal shall continue to bind the Premises after any Permitted Sale, any Exempt Sale, or other disposition of the Premises. The Right of First Refusal shall not prohibit the holder of a mortgage or other lien on the Premises from foreclosing on its mortgage, but the Right of First Refusal shall bind subsequent owners, for the balance of the Option Term.

13. Irrevocable Option. The Grantor acknowledges and agrees that it cannot revoke the Town's rights under this Right of First Refusal. The Grantor agrees not to sell or otherwise dispose of the Premises or any part thereof, except in compliance with the provisions hereof, prior to the expiration of the Option Term. This Right of First Refusal shall run with the land and be binding upon the Grantor and the Grantor's successors and assigns.

14. Easements. Nothing herein shall impair the Grantor's right to convey easements in connection with the operation of the Premises, including, without limitation, easements to any utility company, or cable or telecommunications company for the installation and/or maintenance of drainage, sewage, electric, gas, water, cable and internet lines and appurtenances to and from the Premises.

15. Recordation. The Town may record this Right of First Refusal or a notice thereof, at the Town's expense and option, in which event the Grantor agrees to execute any additional documents or notices reasonably required in connection therewith.

16. Notice. Any notice required or permitted to be sent, provided or given under this Right of First Refusal shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile transmission (provided that such facsimile transmission is promptly followed by one of the other permitted forms of notice contained herein), to the party at the addresses set forth above, and, in case of notice to the Town, a copy thereof shall be sent to Shirin Everett, Esq., Kopelman and Paige, P.C., 101 Arch Street, Boston, MA 02110.

17. Severability. The provisions of this Right of First Refusal are severable. If a court of competent jurisdiction rules that any provision of this Right of First Refusal is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Right of First Refusal.

18. Controlling Law. This Right of First Refusal is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by all parties.

19. Expiration. If notice is to be given under the terms of this Right of First Refusal on or prior to the expiration of any particular period, the expiration shall be at 5:00 p.m. on the last date of the applicable period.

[signature page follows]

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

HARBOR FUEL OIL CORPORATION

TOWN OF NANTUCKET,  
By its Board of Selectmen

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Tobias B. Glidden

\_\_\_\_\_  
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Harbor Fuel Oil Corporation, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of Harbor Fuel Oil Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.

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Notary Public  
My Commission Expires:

546314/19713/0027